



FAIRVIEW DEVELOPMENTAL CENTER

2501 Harbor Blvd.
Costa Mesa, CA 92626
(714) 957-5384 (714) 957-5614 FAX

**INVITATION FOR BID
Notice to Prospective Bidders**

April 9, 2012

You are invited to review and respond to this Invitation for Bid (IFB), entitled FV129015 – Assemble/Dismantle Furniture & Equipment, effective July 1, 2012 through June 30, 2014. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/Standard+Language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

The Department elects to include the DVBE Program Requirements in this solicitation.

In the opinion of Fairview Developmental Center, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Al Sison, Property Controller
Fairview Developmental Center
(714) 957-5585

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

"The effective date of this contract/amendment is either the start date or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date."

Divine G. Foot
Contract Coordinator

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A) Purpose and Description of Services

Contractor agrees to provide labor, tools and equipment to assemble new furniture and equipment and dismantle furniture and equipment for scrap as requested by the Project Representative.

B) Bidder Minimum Qualifications

- 1) Bidder must provide three references for services performed within the last five years. The Scope of Work should be similar to the scope in this Agreement.
- 2) Bidder's place of business must be within one hundred (100) miles driving distance of the facility during the term of the Agreement.

C) Bid Requirements and Information

1) Key Action Dates

<u>Event</u>	<u>Date</u>
IFB available to prospective bidders	<u>April 13, 2012</u>
Mandatory Pre-bid Conference/Site Inspection	<u>April 24 2012 @ 2:30 p.m.</u>
Final Date for Bid Submission	<u>May 3, 2012 @ 1:00 p.m.</u>
Bid Opening	<u>May 3, 2012 @ 1:00 p.m.</u>
Notice of Intent to Award	<u>May 7, 2012</u>
Proposed Award Date	<u>July 1, 2012</u>

2) Mandatory Pre-bid Conference/Site Inspection

- a) A mandatory pre-bid conference/site inspection is scheduled at 2:30 p.m. on Tuesday, April 24, 2012 in the Property Department/Main Warehouse for the purpose of discussing concerns regarding this IFB.
- b) In the event a potential prime contractor is unable to attend the mandatory pre-bid conference/walkthrough, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory pre-bid conference/walkthrough. **"No bid will be accepted unless the bidder or his authorized representative was in attendance."**
- c) For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-bid conference/site inspection. Contractor must call DDS/Fairview Developmental Center at (714) 957-5384 no later than the fifth

working day prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

3) Submission of Bid

- a) All bids must be submitted under **sealed** cover and sent to DDS/Fairview Developmental Center by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates, (page 2). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

FV129015
Assembly/Dismantle Furniture & Equipment
2501 Harbor Blvd.
Costa Mesa, CA 92626

DO NOT OPEN

Bids not submitted under sealed cover may be rejected. A minimum of 1 copy of the bid must be submitted.

- b) All bids shall include the documents identified in Section E, Required Attachment Checklist (see page 7). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries

Hand Deliveries
(UPS, Express Mail, Federal Express)

Fairview Developmental Center
Attn: Accounting Department
2501 Harbor Blvd.
Costa Mesa, CA 92626

- e) Bids 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 bid to be rejected.
- f) A bid may 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 bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.

- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, page 8. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

4) Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) Award if made, will be to the lowest responsive responsible bidder.

5) Award and Protest

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

- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and Fairview Developmental Center on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor 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 www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

6) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

7) Agreement Execution and Performance

- a) Performance shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

Small Business Preference: www.pd.dgs.ca.gov

E) Required Attachments

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

DVBE PROGRAM REQUIREMENTS

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 (08/09) and the DVBE Declarations, STD.843 (5/2006), 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.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Bid Proposal (Page 10 & 11)
_____ Attachment 4	Bidder References
_____ Attachment 5	Bidder Declaration (GSPD-05-105) DVBE Declarations (STD 843)
_____ Attachment 6	Payee Data Record (STD 204)
_____ Attachment 7	Small Business Identification Questionnaire
_____ Attachment 8	Contractor Certification Clauses (CCC 307)
_____ Attachment 9	Darfur Contracting Act 2008
_____ Attachment 9	General Liability Insurance in accordance with the contract requirement as described in Exhibit D, Page 2-3, Section 10 of the attached sample contract.
_____ Attachment 10	If applicable (Corporation, Incorporation, LLC), Business Entity Detail from the Secretary of State "Corporation" portal Must have an "Active" status to provide service with the State. Go to http://kepler.sos.ca.gov/ to print the entity detail.

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Do not return Section C, Bid Requirements and Information (pages 2 through 6) nor the "Sample Agreement" at the end of this IFB.

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Bid Proposal.
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

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

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
 Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled 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 OSDC.

**ATTACHMENT 3
 BID PROPOSAL**

Assembly/Dismantle Furnituer & Equipment

In compliance with your Invitation for Bid for Assembly/Dismantle Furniture & Equipment for Fairview Developmental Center, I hereby propose to perform the work, as specified and described during the term July 1, 2012 through June 30, 2014, at the rates specified below:

ASSEMBLY

<u>Items</u>	<u>Rate Per Piece</u>	<u>Approximate Number of Pieces</u>	<u>Subtotal</u>
Wood Bed	\$ _____ ea.	x 60	\$ _____
Metal Bed	\$ _____ ea.	x 50	\$ _____
Cart, Small	\$ _____ ea.	x 15	\$ _____
Cart, Large	\$ _____ ea.	x 15	\$ _____
Desk, Standard	\$ _____ ea.	x 8	\$ _____
Desk, Computer	\$ _____ ea.	x 12	\$ _____
Entertainment Center	\$ _____ ea.	x 25	\$ _____
Hutch	\$ _____ ea.	x 10	\$ _____
Table	\$ _____ ea.	x 75	\$ _____
Computer Stand	\$ _____ ea.	x 5	\$ _____
Night Stand	\$ _____ ea.	x 50	\$ _____
Shelving, Small	\$ _____ ea.	x 75	\$ _____
Shelving, Large	\$ _____ ea.	x 50	\$ _____
Cabinet, Large	\$ _____ ea.	x 150	\$ _____
Chair, Small	\$ _____ ea.	x 25	\$ _____
Chair, Large	\$ _____ ea.	x 15	\$ _____
Bicycle	\$ _____ ea.	x 5	\$ _____
Basketball Hoop & Stand	\$ _____ ea.	x 4	\$ _____
Weight Set Gym, Small	\$ _____ ea.	x 4	\$ _____
Weight Set Gym, Large	\$ _____ ea.	x 15	\$ _____
Modular Furniture by the Panel	\$ _____ ea.	x 375	\$ _____
Miscellaneous Item (Small) (i.e. foot rest, fan)	\$ _____ ea.	x 75	\$ _____
Miscellaneous Item (Medium) (i.e. modular cabinet, floor lamp)	\$ _____ ea.	x 125	\$ _____
Miscellaneous Item (Large) (i.e. pool table, trophy case)	\$ _____ ea.	x 125	\$ _____

Assembly Total: \$ _____

DISMANTLE

<u>Items</u>	<u>Rate Per Piece</u>		<u>Approximate Number of Pieces</u>	<u>Subtotal</u>
Wood Bed	\$ _____ ea.	x	50	\$ _____
Metal Bed	\$ _____ ea.	x	40	\$ _____
Desk, Standard	\$ _____ ea.	x	15	\$ _____
Entertainment Center	\$ _____ ea.	x	30	\$ _____
Hutch	\$ _____ ea.	x	5	\$ _____
Table	\$ _____ ea.	x	75	\$ _____
Computer Stand	\$ _____ ea.	x	5	\$ _____
Shelving, Small	\$ _____ ea.	x	75	\$ _____
Shelving, Large	\$ _____ ea.	x	50	\$ _____
Basketball Hoop & Stand	\$ _____ ea.	x	3	\$ _____
Weight Set Gym, Small	\$ _____ ea.	x	4	\$ _____
Weight Set Gym, Large	\$ _____ ea.	x	4	\$ _____
Modular Furniture by the Panel	\$ _____ ea.	x	375	\$ _____
Miscellaneous Item (Small) (i.e. foot rest, fan)	\$ _____ ea.	x	75	\$ _____
Miscellaneous Item (Medium) (i.e. modular cabinet, floor lamp)	\$ _____ ea.	x	75	\$ _____
Miscellaneous Item (Large) (i.e. pool table, trophy case)	\$ _____ ea.	x	75	\$ _____
Dismantle Total:				\$ _____

**Total Amount of Assembly \$ _____ + Total Amount Dismantle \$ _____ x 2 (years) = \$ _____
 Total Bid Amount**

The estimated number of items indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement.

Billing cycle:

- Monthly Quarterly Semi-Annually Annually

Note: All services performed are paid in arrears according to billing cycle indicated above.

ATTACHMENT 4

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will not) cause your bid 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.

REFERENCE 1				
Name of Firm				
Street Address	City	State	Zip Code	
Contact Person	Telephone Number			
Dates of Service	Value or Cost of Service			
Brief Description of Service Provided				

REFERENCE 2				
Name of Firm				
Street Address	City	State	Zip Code	
Contact Person	Telephone Number			
Dates of Service	Value or Cost of Service			
Brief Description of Service Provided				

REFERENCE 3				
Name of Firm				
Street Address	City	State	Zip Code	
Contact Person	Telephone Number			
Dates of Service	Value or Cost of Service			
Brief Description of Service Provided				

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**

(Revision Date 09/03/09)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation’s DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information.** Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department

Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts \(New 02/09\) \(pdf\)](#).

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing \(New 02/09\) \(pdf\)](#)
- [DVBE Focus Paper Listing \(New 02/09\) \(pdf\)](#)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts \(New 02/09\) \(pdf\)](#)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None _____ (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? Yes _____ No _____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes _____ No _____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes _____ No _____ N/A _____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION INSTRUCTIONS

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NWSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item # 1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NWSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NWSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NWSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1 INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments.

2 PAYEE'S LEGAL BUSINESS NAME (Type or Print)
SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)
MAILING ADDRESS BUSINESS ADDRESS
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY
ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):
CORPORATION:
PARTNERSHIP
ESTATE OR TRUST
INDIVIDUAL OR SOLE PROPRIETOR
NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4 PAYEE RESIDENCY STATUS
California resident - Qualified to do business in California or maintains a permanent place of business in California.
California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.

5 I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the State agency below.
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) TITLE
SIGNATURE DATE TELEPHONE

6 Please return completed form to:
Department/Office: DDS/Fariview Developmental Center's Accounting Office
Unit/Section: Accounting Department
Mailing Address: 2501 Harbor Blvd
City/State/Zip: Costa Mesa CA 92626
Telephone: (714) 957-5384 Fax: (714) 957-5614
E-mail Address: DFoot@fdc.dds.ca.gov

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

SMALL BUSINESS IDENTIFICATION QUESTIONNAIRE
DS 1152 (Rev. 3/2003)
(Electronic Version)

To:

Return to: Fairview Developmental Center
 Accounting Department
 2501 Harbor Blvd.
 Costa Mesa, CA 92626

Dear Vendor:

The Department of Developmental Services (DDS) is required to report the amount awarded for services and products semi-annually to certified small businesses, certified micro businesses, and certified disabled veteran business enterprises (DVBE). In order to assist DDS in preparing these reports, please complete the following information. Return the documents with your bid, if applicable, or to the address noted above.

Name of Business			Telephone Number
Address	(Street)	(City)	(Zip Code)
			Type of Service or Commodity

Size of Business: Check small-certified only if your business has been certified for the small business preference by the Office of Small Business and DVBE Certification (OSDC). Check small-not certified if your business is a small business but is not certified as yet. Check micro business if appropriate, or check large if your business is a large business. To become a certified small business, call OSDC at 1-800-559-5529 or (916) 375-4940.

Small - Certified* Small - Not Certified* Micro Business* Large

***Number of Employees:** 0-25 26-50 51-75 76-100

Disabled Veteran Business Enterprise: If your business is a disabled veteran business enterprise, check yes below. Enter the data your DVBE certification expires, or attach a copy of your certification letter and return with this form to the address noted above. To become certified as a DVBE, call OSDC at 1-800-559-5529 or (916) 375-4940.

Yes (Date Certification Expires: _____) No

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

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

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 10/03)

AGREEMENT NUMBER FV129015
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
Department of Developmental Services, Fairview D.C.
CONTRACTOR'S NAME
Contractor
- The term of this Agreement is: **July 1, 2012 through June 30, 2014**
- The maximum amount of this Agreement is: **\$**
- 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.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* - General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	10 page(s)
Exhibit E – Sexual Harassment Prevention Policy Directive	8 page(s)
Exhibit F - Statement of Assurances for Protection of Personal Information HIPAA Confidentiality Agreement	9 page(s)

"The effective date of this contract/amendment is either July 1, 2012 or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date."

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 www.ois.dgs.ca.gov/Standard+Language

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

CONTRACTOR		<i>California Department of General Services Use C</i>
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> Contractor		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED(Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> Department of Developmental Services, Fairview D.C.		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED(Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Pam Juang, Acting Administrative Services Director		
<small>ADDRESS</small> 2501 Harbor Blvd., Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

Exhibit A

SCOPE OF WORK

1. **General Scope**

Contractor agrees to provide all labor, tools and equipment to assemble new furniture and equipment and dismantle furniture and equipment for scrap as requested by the Project Representative.

2. **Project Representatives**

The Project Representatives during the term of this Agreement will be:

Fairview Developmental Center
Al Sison, Property Controller
(714) 957-5585

Contractor
Contact Person
Phone Number

3. **Disposal of Old Furniture/Equipment**

Furniture and equipment with a combination of wood and metal have to be separated. Scrap metal and wood debris are to be disposed in designated dumpsters provided by Fairview.

4. **Work Hours**

Contractor agrees to provide services during normal business hours Monday through Friday between 8 a.m. and 4 p.m. Contractor agrees to respond to service calls within twenty four (24) hours including weekends and holidays.

5. **Project Completion**

Contractor shall discuss each project with the Project Representative to determine an agreed upon date for completion of each project. All projects must be completed in accordance with the terms as agreed upon.

Exhibit A

6. **Adherence to Facility Regulations**

Contractor shall conduct business in a professional manner and maintain a clean and safe work environment. Contractor shall cooperate with facility authorities and shall observe and comply with all regulations in force on the grounds of the facility. Contractor shall make provisions to accomplish the services under this Agreement without undue interference with the operations of the facility. Contractor must wear clean, appropriate clothing chosen in good taste and may not display slogans on clothing or equipment that contain words or symbols offensive or insulting to any group or individual.

7. **Liability**

Contractor shall be responsible for all work performed under this Agreement. Any damage resulting from negligent acts or poor performance of services shall be the sole responsibility of Contractor.

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Payment Provisions**

- a. Upon submission of an invoice, stating the services provided, the time period covered, and the Agreement number, Contractor shall be paid in arrears 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 to the Project Representative. Send invoices to:

**Fairview Developmental Center
Attn: Accounting Department/Contracts
2501 Harbor Blvd.
Costa Mesa, CA 92626**

- b. 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. **Agreement 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.

4. **Accounting Procedures**

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

Exhibit B

5. Rates

Contractor agrees to be paid at the following rates:

<u>ITEMS</u>	<u>ASSEMBLY PER PIECE</u>	<u>DISMANTLE PER PIECE</u>
Wood Bed		
Metal Bed		
Cart Small		
Cart Large		
Desk Standard		
Desk Computer		
Entertainment Center		
Hutch		
Table		
Computer Stand		
Night Stand		
Shelving Small		
Shelving Large		
Cabinet Large		
Chair Small		
Chair Large		
Bicycle		
Basketball Hoop & Stand		
Weight Set Gym Small		
Weight Set Gym Large		
Modular Furniture by the panel		
Miscellaneous items (Small) (i.e. foot rest, fan)		
Miscellaneous items (Medium) (i.e. modular cabinet, floor lamp)		
Miscellaneous items (Large) (i.e. pool table, trophy case)		

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.

EXHIBIT D

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.

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

EXHIBIT D

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 \$3,000,000 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.

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

- a. Performance of this Agreement by Contractor shall be approved by the Project Representative. Monthly payment for performance is conditioned upon the Project Representative'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 Project Representative, 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 Project Representative, 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 Project Representative.
- 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

EXHIBIT D

by the Contractor.

- d. In the event the State terminates this Agreement the State may procure, upon such terms and such manner as the Project Representative 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.

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

EXHIBIT D

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 Project Representative's directions.
- b. Contractor shall provide the Project Representative, upon request, coinciding with the submittal of an invoice for services, a written report showing:
 - 1) 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 Project Representative 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.

19. Loss Liability

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

EXHIBIT D

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 Project Representative 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 Project Representative an assignment roster of each employee by location. In addition, no changes to the roster/assignments will be made until approved by the Project Representative.
- 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.

EXHIBIT D

- 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.

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). 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

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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).

29. **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.

30. **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.

31. **Safety and Security**

In order to insure 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.

EXHIBIT D

32. **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.

Exhibit E

I. SEXUAL HARASSMENT PREVENTION POLICY DIRECTIVE

Policy

The Department of Developmental Services (DDS) is committed to providing a workplace in which all individuals are treated with respect and professionalism. Consistent with this commitment, it is the policy of DDS to provide a workplace that is free from all forms of discrimination and harassment, including sexual harassment for all employees and applicants. A DDS employee is defined to include volunteers, interns, and other DDS representatives. This Sexual Harassment Policy ("Policy") prohibits not only behavior that rises to the level of sexual harassment in violation of Title VII of the Civil Rights Act of 1964 and the Fair Employment and Housing Act, but also unprofessional and disrespectful behavior that, while not unlawful, may contribute to a hostile working environment.

Departmental Standard

To avoid unlawful sexual harassment from occurring, it is the expectation that all DDS employees comply with the above policy which prohibits sexual harassment in the workplace and is more inclusive than federal and state law. A DDS employee may violate this Policy by engaging in a single act of unprofessional or disrespectful sexual conduct, even if the conduct would not constitute sexual harassment under state or federal law. Because all forms of sexual harassment are unprofessional and disrespectful, and may damage an individual's career and well-being, DDS will strictly enforce this Policy. This Policy applies to all work-related conduct, and may include conduct that occurs off-duty, if such conduct negatively affects the working environment. This Policy also applies to conduct that occurs in any location that can reasonably be regarded as an extension of the workplace, such as any off-site social or business function, or any other non-DDS facility where DDS business is being conducted. This Policy is intended to apply to behavior by non-DDS employees, including, but not limited to, contractors, volunteers, interns, and other third parties.

Consequences of Violations

Any individual who violates this Policy, even if such conduct does not violate state or federal law, will be subject to appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification. In addition, the possibility of civil liability exists.

Exhibit E

Retaliation Prohibited

This Policy prohibits DDS employees from engaging in any act of retaliation or reprisal against individuals who claim a violation of this Policy, pursuing such a claim, or cooperating in any way in the investigation of such claims, regardless of the outcome of any investigation. Any individual who engages in acts of retaliation or reprisal in violation of this Policy will be subject to appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification.

II. EXAMPLES OF CONDUCT THAT MAY VIOLATE THIS POLICY

Sexual harassment generally is defined under state and federal law as unsolicited and unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature that interferes with work performance by creating an intimidating, hostile, or offensive working environment.

Such conduct may constitute sexual harassment if:

- submission to the conduct or communication is made either explicitly or implicitly a term or condition of employment; or
- submission to or rejection of the conduct or communication is used as a basis for employment or service decisions affecting the individual; or
- the conduct or communication has the potential to affect an individual's work performance negatively and/or create an intimidating, hostile, or offensive work environment.

Examples of conduct that may constitute sexual harassment under the law, contribute to a hostile working environment, or violate this Policy include, but are not limited to:

- unwelcome sexual advances or sexual pressure;
- demands for sexual favors in exchange for employment benefits, whether express or implied;
- making or threatening reprisals after a negative response to sexual advances;
- verbal conduct such as derogatory or demeaning comments, slurs, sexually explicit jokes, comments about an individual's body or physical appearance, suggestive or obscene remarks, or practical jokes;
- physical conduct such as leering, sexual gestures, impeding or blocking movements, pinching, grabbing, patting, intentionally brushing up against another individual, rape, or assault;

Exhibit E

- visual conduct such as displaying sexually-suggestive objects, cartoons, pictures, or posters; and/or,
- posting, sending, or downloading derogatory, demeaning, or sexually suggestive or explicit materials in any form via electronic mail or the internet.

Conduct in violation of this Policy may be directed against a particular individual or individuals of the opposite or same sex as the individual(s) engaging in the conduct.

III. RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

Supervisors and managers are responsible for setting the tone to promote a working environment that is free from discrimination, harassment, retaliation, and unprofessional or disrespectful conduct. Managers and supervisors are expected to:

- adhere to and enforce this Policy;
- communicate this Policy to the employees under their supervision and management;
- refrain from engaging in, condoning, tolerating, or leaving uncorrected conduct that violates this Policy;
- take pro-active steps to prevent unprofessional or disrespectful conduct, including, but not limited to, review and discuss this Policy with staff on a regular basis and maintaining appropriate documentation of such discussions;
- attend required training on this Policy and ensure employees under their supervision and management attend required training and sign and date a training copy of this Policy after each training session; and,
- take immediate and appropriate corrective action to stop conduct that violates this Policy and document measures taken.

When a supervisor or manager becomes aware of conduct that may violate this Policy, the supervisor or manager is required to notify his/her immediate supervisor and the worksite EEO Coordinator.

The failure by a supervisor or manager to take immediate and appropriate action to correct violations of this Policy will result in appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification.

Exhibit E

Management Inquiries

The Director, Deputy Directors, and Executive Directors at the developmental centers (DC) and community facilities (CF) or their designees may initiate an investigation if they are made aware of behavior which appears to be discriminatory in nature, even though a complaint has to been filed. This does not preclude an employee from filing a formal complaint while an inquiry is being conducted. If the employee is not satisfied with the outcome of the management inquiry, he or she may file a formal complaint as described below in section V.

IV. RESPONSIBILITIES OF EMPLOYEES

All DDS employees are expected to behave in a respectful and professional manner, adhere to this Policy, and attend required training on this Policy.

Employees are strongly encouraged to report any alleged violations of this Policy so DDS may take appropriate corrective action to remedy the situation. Employees who believe they have witnessed or been the victim of conduct that violates this Policy should report the incident immediately, pursuant to the complaint process described below. All applicants/employees involved in the investigation of a complaint are expected to cooperate fully with the DDS's efforts to resolve the complaint.

V. THE COMPLAINT PROCESS

DDS strongly encourages individuals to report alleged violations of this Policy as soon as possible after an alleged incident(s) occurs. Any delays in reporting alleged violations may make the complaint more difficult to investigate, potentially adversely affecting the outcome of the investigation. Delays in reporting violations also may have negative consequences with respect to filing a complaint, and/or an appeal, with the State Personnel Board (SPB), the State Department of Fair Employment and Housing (DFEH), or the U.S. Equal Employment Opportunity omission (EEOC). Failure to utilize the DDS's internal procedures to report violations of this Policy may negatively impact subsequent claims. Any DDS employee or applicant for employment who believes this Policy has been violated is encouraged to report any such alleged violations to any of the following:

- the employee's immediate supervisor;
- any DDS supervisor or manager;
- one of the designated EEO Counselors; and/or,
- the worksite EEO/Human Rights Office.

Exhibit E

No individual is required to contact his/her immediate supervisor first to report conduct believed to be in violation of this Policy. Any of the above listed options may be utilized by an individual seeking to report a violation of this Policy. In an effort to resolve the workplace issue(s) without filing a formal complaint, an individual may, but is not required to, inform the person engaged in the conduct believed to be in violation of this Policy that their conduct is unwelcome. Often individuals are unaware that their conduct is offensive and may be receptive to this approach and stop the offensive conduct.

While discretion is used in addressing complaints, complete confidentiality cannot be guaranteed due to the need to take immediate and appropriate action when allegations of discrimination are brought to management's attention, whether or not a formal complaint is filed.

Informal Complaint Process

All DDS employees/applicants for employment may file an informal (verbal) complaint of discrimination with any of the above-designated individuals. Employees/applicants may discuss the matter (although not required) with a trained EEO Counselor. The Counselor will attempt to seek resolution of the matter on an informal basis. All alleged violations of this Policy will be assessed and appropriate action taken whether or not the complainant wishes to pursue the complaint. Upon completion of the counselor's efforts to resolve the informal complaint, the counselor will document his or her efforts in a written Report of Inquiry which includes the results of the inquiry and attempts to resolve the matter. The completed report is provided to the EEO Office which will work with management to assure appropriate follow-up action is taken. Employees/applicants may bypass the informal process and file a formal written complaint.

Mediation Program

In addition to working with an EEO Counselor, employees/applicants may consider using the State Personnel Board (SPB) State Employee Mediation Program, which is a voluntary program designed to facilitate resolution of workplace disputes using trained mediators outside DDS. For information regarding this program, you may contact the DDS Office of Human Rights and Advocacy Services (OHRAS) at (916) 654-1888.

Exhibit E

Formal Complaint Process

Employees/applicants may file a formal complaint within 365 days of the alleged discriminatory event. The DDS Formal Complaint of Discrimination

(DS 312) form should be used to document complaints. The DS 312 is available on DDS's intranet OASIS homepage or can be obtained by contacting the worksite EEO/Human Rights Office or OHRAS.

If an individual files a Formal Complaint of Discrimination with his/her immediate supervisor, any DDS supervisor or manager, the worksite EEO Coordinator or Counselor, or DDS's Equal Employment Opportunity Office, the following process will be followed:

- The local worksite EEO Office will review the complaint and determine whether a formal investigation is warranted.
- If the EEO Office determines an investigation should be conducted, a trained investigator will be assigned to complete a thorough and complete investigation. A Report of Findings will be prepared.
- The Chief Deputy Director/Executive Director or their designee will review the Report of Findings and determine whether a violation of this Policy has occurred and make recommendations as to appropriate corrective and/or disciplinary action that should be taken, if any, based on the findings. Both parties will be provided with a Letter of Determination upon completion of the investigation.

Appeal Process

If the individual who filed the complaint is not satisfied with DDS's decision, the individual may file an appeal directly with the SPB Appeals Division within 30 days after receipt of the Executive Director/Chief Deputy Director letter of determination.

Developmental Center/Community Facility (DC/CF) employees/applicants may also choose to appeal the Executive Director's (or designee's) determination to the Director of DDS within 30 days of receipt of the letter of determination. DC/CF appeals to the Director will be assigned to the OHRAS for review. The Director (or designee) will notify the complainant of the final DDS decision and appeal rights. If dissatisfied, the DC/CF employee/applicant may then appeal the Director's decision to SPB Appeals Division within 30 days of receipt of the final DDS decision from the Director.

Exhibit E

Other Avenues for Complaints

DDS employees and applicants for employment may also file a complaint with the following entities:

Department of Fair Employment and Housing (DFEH)

<http://www.dfeh.ca.gov/>
2014 T Street, Suite 210
Sacramento, CA 95814
1-800-884-1684
916-227-0551

U.S. Equal Employment Opportunity Commission (EEOC)

<http://www.eeoc.gov/>
901 Market Street, Suite 500
San Francisco, CA 94103
415-744-6500

Some employees have provisions in their respective collective bargaining unit contracts for filing discrimination complaints within the grievance process. Individuals represented by an employee union may wish to review their contract to see if this option is available.

VI. RIGHT OF ACCESS TO PERSONAL INFORMATION

Investigations of complaints alleging a violation of this policy are protected from disclosure for the duration of the investigation, or any other related investigation. Once the investigation is completed, all individuals identified in the record have the right of access to any information which pertains to them, whether they are the complainant, the respondent, or a witness.

Requests for personal information contained in investigative files should be made on form DS 43 (Request to Inspect Public Records). At Headquarters, requests should be submitted to OHRAS; at the DCs and CFs, requests should be submitted to the EEO Coordinators.

A fee of \$.10 per page may be charged for copying personal information contained in investigative files.

Access to requested information from investigative files will be provided as soon as possible; however, it may take up to 30 days to allow sufficient time to delete personal information about others. Access to investigative files which are stored at another location may require up to 60 days.

Exhibit E

Responses to requests for personal information from investigative files may be made by providing a copy of the text of the material with such deletions as are necessary to protect the identity of the source, or consist of a comprehensive summary of the substance of the material. The type of response is at the discretion of the Department.

Questions regarding this Policy should be directed to:

OFFICE OF HUMAN RIGHTS AND ADVOCACY SERVICES
1600 NINTH STREET, ROOM 240, MS 2-15
SACRAMENTO, CALIFORNIA 95814
(916) 654-1888

Exhibit F

Statement of Assurances for Protection of Personal Information

Health Insurance Portability and Accountability Act (HIPAA) *Health Information Technology for Economic and Clinical Health (HITECH)* State Administrative Manual (SAM)

1. Background

The Health Insurance Portability and Accountability Act of 1996 (hereinafter HIPAA) Privacy and Security Regulations (45 C.F.R. Subpart A, Subchapter C, Part 164, Subpart E) establish standards to protect the security and privacy of individually identifiable health information created, maintained, or transmitted for the purpose of providing or paying for health care. Under this regulation, it is necessary that the State establish written agreements with contractors who create, receive, maintain or transmit individually identifiable health information on behalf of the State to assure that said contractors will safeguard such information in accordance with the requirements of the 45 C.F.R. Subpart A, Subchapter C, Part 164, Subpart C and Subpart E.

The Health Information Technology for Economic and Clinical Health Act, (Public Law 111-005, 42 U.S.C. Section 17921 et seq.,) (hereinafter HITECH), a part of the American Recovery and Reinvestment Act of 2009 (ARRA) includes broad new requirements for privacy and security that impact HIPAA covered entities and business associates.

The State Administrative Manual (hereinafter SAM) sections 5300.3 through 5345.2 require the State to classify data and to maintain the integrity and security of its automated information. SAM Section 5310 requires that State agencies establish agreements with non-state entities to establish appropriate policies and procedures for preserving the integrity and security of automated files and data bases. This includes the identification of appropriate levels of confidentiality based on data classification. Policy for data classification is in SAM section 5320.5 and defines confidential, sensitive and personal information. Under this policy, personal information includes protected health information and individually identifiable health information transmitted by or maintained in electronic media.

2. Contract Practices

For purposes of this Agreement, Contractor agrees to carry out the requirements set forth by the HIPAA Security and Privacy Regulations for business associates as well as the requirements set forth by HITECH and the SAM.

The contractor acknowledges the application of security and provisions and the application of civil and criminal penalties shall apply to a business associate of a covered entity (42 USC §17931 (HITECH § 13401) and 42 USC § 17934 (HITECH § 13404)).

The following portions of HITECH override HIPAA privacy and security regulations, became effective on February 18, 2010, and shall be agreed to be the Contractor:

Covered Entities will be responsible to follow the restrictions on certain disclosures and sales of health information; responsible for the accounting of certain protected health information disclosures and be required to provide certain information in electronic format if available. Covered entities must comply with an individual's request to restrict disclosure of personal health information to a health plan provider if the provider has been paid out of pocket in full. Covered entities will be in compliance with Minimum Necessary sections of the HIPAA Privacy Regulations (164.502(b)(1)) if they limit disclosures to the Limited Data Set. Individuals have a right to receive an electronic copy of their Protected Health Information (PHI) from a Covered Entity if it is maintained in an electronic health record. **42 USC § 17935 (HITECH §13405)**

Communications (by a covered entity or a business associate) that encourage purchasing a product or service are excluded from the HIPAA definition of Health Care Operations, with certain exceptions. **42 USC § 17936 (HITECH § 13406)**

Persons or organizations, collectively referred to as "covered entities," may be subject to civil money penalties and criminal penalties for violations of HIPAA rules. Health and Human Services (HHS) enforces the civil money penalties under section 1176 of the Act, and the U.S. Department of Justice enforces the criminal penalties under section 1177 of the Act. Section 1177(a) of the Social Security Act (42 U.S.C. 1320d-6(a)) is amended by adding at the end the following new sentence: "For purposes of the previous sentence, a person (including an employee or other individual) shall be considered to have obtained or disclosed individually identifiable health information in violation of this part if the information is maintained by a covered entity (as defined in the HIPAA privacy regulation described in section 1180(b)(3)) and the individual obtained or disclosed such information without authorization." **42 USC § 1320d-6 (HITECH § 13409)**

All information and records obtained in the course of providing intake, assessment and services to persons with developmental disabilities shall be confidential (California Welfare and Institutions Code sections 4514 and 5328)

3. Definitions

The following definitions shall apply to the terms used in this Agreement:

Personal Information is information that identifies or describes an individual including, but not limited to, the following:

A. Notice-triggering personal information, defined as specific items or personal information (name plus Social Security Number, driver's license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if an unauthorized person acquires it. [Civil Code Sections 1798.29 and 1798.3];

B. Protected Health Information, defined as individually identifiable information created, received, or maintained by such organizations as health care payers, health care providers, health plans, and contractors to these entities, in electronic or physical form. [Confidentiality of Medical Information Act, Civil Code Section 56 et seq.];

[Patients' Access to Health Records Act, Health and Safety Code Sections 123100-123149.5]; [Health Insurance Portability and Accountability Act, 45 C.F.R. parts 160 and 164];

C. Electronic Health Information, defined as individually identifiable health information transmitted by electronic media or maintained in electronic media. [Health Insurance Portability and Accountability Act, 45 C.F.R. parts 160 and 164].

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R Part 160 and Part 164 of the implementing regulations HIPAA and those terms in SAM.

4. Uses and Disclosures of Personal Information

Except as otherwise provided in this Agreement, Contractor may use or disclose personal information to perform functions, activities or services for, or on behalf of, the State as specified in the contract, provided that such use or disclosure does not violate the HIPAA Security and Privacy Regulations if done by the State or the minimum necessary policies and procedures of the State or the minimum necessary policies and procedures of the state. [45 C.F.R. §164.504(e)(2)(i)]

Except as otherwise limited in this Agreement, Contractor may disclose personal information for the proper management and administration of the Contractor provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached. [45 C.F.R. §164.504(e)(4)]

Contractor may use personal information to report violations of law to the appropriate federal and state authorities consistent with 45 C.F.R. §164.502(j).

5. Further Disclosure of Personal Information

Contractor shall not use or further disclose personal information other than as permitted or required by this Agreement, or as required by law. [45 C.F.R. §164.504(e)(2)(ii)(A)]

6. Safeguarding Personal Information

Contractor shall use appropriate safeguards to prevent use or disclosure of personal information other than as provided for by this Agreement. [45 C.F.R. §164.504(e)(2)(ii)(B)]

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic personal

information it creates, receives, maintains, or transmits in an electronic format on behalf of the State. [45 C.F.R. §164.314(a)(2)(i)(A)]

Contractor shall ensure appropriate levels of confidentiality for the data based on data classification. [SAM 5320.5]

Contractor shall require that if a data file is downloaded to a mobile device or desktop computer from another computer system, the specifications for information integrity and security which have been established for the original data file must be applied in the new environment. [SAM 5310]

Contractor shall require encryption of State data that is confidential, sensitive, and personal when it is stored or transmitted using portable computing devices (including, but not limited to, laptops and notebook computers) and/or portable electronic storage media. [SAM 5310]

Contractor shall apply security patches and upgrades, and keep virus software up-to-date on all systems on which data may be used. [SAM 5310]

Contractor shall comply, as appropriate, with all Department of Developmental Services Information Security Policies supplied to them by DDS. [SAM 5310].

7. Uses and Disclosures of Personal Information Not Provided for by this Agreement

Contractor shall report to the State any use, disclosure, or security incident involving personal information of which it becomes aware that is not provided for by this Agreement. [45 C.F.R. §164.504(e)(2)(ii)(C)]; [45 C.F.R. §164.314(a)(2)(i)(C)]; and [SAM 5310]

Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of personal information by the contractor in violation of the requirements of this Agreement. [45 C.F.R. §164.530(f)]

8. Agents and Subcontractors

Contractor shall ensure that any agent, including a subcontractor, to whom the Contractor provides personal information received from, or created or received by the Contractor on behalf of the State, agrees to the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information. [45 C.F.R. §164.504(e)(2)(ii)(D)]

Contractor shall ensure that any agent, including a subcontractor, to whom it provides personal information received from, or created or received by the Contractor on behalf of the State in electronic format, agrees to implement reasonable and appropriate safeguards to protect the electronic personal information. [45 C.F.R. §164.314(a)(2)(i)(B)]

9. Access To Personal Information

Contractor shall provide access, at the request of the State, and in the time and manner designated by the State, to personal information in a designated record set to the State or, as directed by the State, to an Individual in order to meet the requirements of 45 C.F.R. §164.524. [45 C.F.R. §164.504(e)(2)(ii)(E)]

10. Amendments To The Designated Record Sets

Contractor shall make any amendment(s) to personal information in a designated record set that the State directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the State or an individual, and in the time and manner designated by the State. [45 C.F.R. §164.504(e)(2)(ii)(F)]

11. Documentation and Accounting of Disclosures

Contractor shall document disclosures of personal information and information related to such disclosures as would be required for the State to

respond to a request by an Individual for an accounting of disclosures of personal information in accordance with 45 C.F.R. §164.528. [45 C.F.R., §164.504(e)(2)(ii)(G)]

Contractor shall provide to the State or an Individual, in the time and manner designated by the State, information collected in accordance with 45 C.F.R. §164.528, to permit the State to respond to a request by the Individual for an accounting of disclosures of personal information in accordance with 45 C.F.R. §164.528. [45 C.F.R. §164.504(e)(2)(ii)(G)]

12. Records Available To The State and Secretary

Contractor shall make its internal practices, books and records relating to the use and disclosure of personal information received from the State, or created or received by the Contractor on behalf of the State, available to the State or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing the State's compliance with the HIPAA privacy requirements, in the time and manner designated by the State or the Secretary. [45 C.F.R. §164.504(e)(ii)(2)(H)]

13. Personnel Designation

Contractor shall designate a compliance official to be responsible for developing and implementing procedures necessary to carry out the contractor's obligations under this agreement.

Contractor shall designate an official to provide a signed confidentiality statement. [SAM 5310]

14. Term and Termination

A. Term

The Term of this Agreement shall terminate when all of the personal information provided by the State to the Contractor, or created or received by the Contractor on behalf of the State, is destroyed or returned to the State. [45 C.F.R. §164.505(e)(2)(iii)]; [45 C.F.R. §164.314(a)(2)(i)(D)]

B. Termination for Cause

Upon the State's knowledge of a pattern of activity or practice by the Contractor that constitutes a violation of this Agreement by the Contractor, State shall either: (1) take reasonable steps to provide an opportunity for the Contractor to end the violation, and shall terminate this Agreement if Contractor does not end the violation within the time specified by the State; (2) immediately terminate this Agreement if Contractor has breached a material term of this Agreement and

cure is not possible; or (3) report the violation to the Secretary if such cure is not possible.

C. Effect of Termination

Upon termination of this contract for any reason, Contractor shall return or destroy all personal information received from the State, or created or received by the Contractor on behalf of the State. This provision shall apply to personal information in possession of subcontractors or agents of the Contractor. Contractor, its agents or subcontractors shall retain no copies of the personal information.

In the event Contractor determines that returning or destroying the personal information is not feasible, the Contractor shall provide the State notification of the conditions that make return or destruction not feasible. If the State agrees that the return of the personal information is not feasible, the Contractor shall extend the protections of this Agreement to such personal information and limit further use and disclosures of such personal information to those purposes that make the return or destruction infeasible, for so long as the Contractor, or any of its agents or subcontractors, maintains such personal information. [45 C.F.R. §164.504(e)(2)(ii)(I)]

15. Miscellaneous

A reference in this Agreement to the Privacy and/or Security Regulation means as in effect or as amended.

The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for the State to comply with the requirements of the HIPAA Security and Privacy Regulations and with the requirement of SAM.

The respective rights and obligations of the Contractor under 14, Term and Termination, of this agreement, shall survive the termination of this Agreement.

Any ambiguity in this Agreement shall be resolved to permit the State to comply with the HIPAA Security and Privacy Regulations and with the requirements of SAM.

References:

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

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

State Administrative Manual - <http://sam.dgs.ca.gov/>

CONFIDENTIALITY AGREEMENT

Contractor

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

I hereby acknowledge that Department of Developmental Services (DDS) records and documents are subject to strict confidentiality requirements imposed by State and Federal laws including California Welfare and Institutions Code sections 4514, 5328, and 15600 et seq; California Penal Code 11167.5; and the Health Insurance Portability and Accountability Act of 1996 Parts 160 and 164.

I assure that the appropriate provisions of both State and Federal law have been met by my organization and further assure that all agents of my organization, including subcontractors, understand that unauthorized use, dissemination or distribution of DDS personal information is a crime and that breaches of confidentiality and security are subject to civil and criminal penalties.

I assure that agents, including subcontractors, of my organization will not use, disseminate or otherwise distribute records or documents containing DDS personal information, either on paper or by electronic means, other than as required in the performance of their duties per this contract.

I agree that unauthorized use, dissemination or distribution of DDS records, documents or information is grounds for immediate termination of my organization's contract with the DDS and may subject me to penalties, both civil and criminal.

Signature

Date: _____

Name/Title (Print)