**REQUEST FOR PROPOSAL**
**ADP RFP 09 - 03**

You are invited to review and respond to this Request for Proposal (RFP), Community Prevention Initiative (CPI) – Technical Assistance (TA) and Training Project. In submitting your proposal, you must comply with the instructions in the RFP.

This RFP contains a copy of California State "Standard Agreement Language" that will be used to develop a contract between the successful bidder and ADP. In addition, ADP 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. ADP will not accept changes to the Standard Agreement Contract Language or the General Terms. Therefore, please review the specified language, in its entirety, prior to submitting your proposal.

If you have questions or concerns regarding this RFP, the contact person is:

Mr. Gregory Martinez, Contract Analyst
Contracts Office, Division of Administration
Department of Alcohol and Drug Programs
1700 "K" Street, First Floor
Sacramento, California 95811-4037

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

**BRIAN MARSHALL-WINKS**
Fiscal and Administrative Services Branch, Manager

**STATE OF CALIFORNIA**

**DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS**

**REQUEST FOR PROPOSALS**

**ADP-RFP- 09-03**

# COMMUNITY PREVENTION INITIATIVE (CPI)
# (TECHNICAL ASSITANCE AND TRAINING PROJECT)

## SYNOPSIS

This Request for Proposals (RFP) is to develop and manage the Community Prevention Initiative (CPI). This contract will provide technical assistance (TA) and training to alcohol and other drugs (AOD) prevention organizations and practitioners throughout California for AOD community prevention development. Its primary role is to identify and synthesize state-of-the-art AOD community prevention evidence-based findings into effective, culturally competent TA and training services that meet the needs of the AOD prevention field. The desired outcome of these services is the development and implementation of effective AOD community prevention planning and programs in communities adversely impacted by the availability and use of alcohol and other drugs. This contract will also provide AOD prevention technical assistance support to the Department.

**The contract period will be for three years with years two and three being continued based upon the contractor's performance, availability of Federal funds, and if ADP elects to continue the contract. ADP reserves the right to terminate this contract without cause, after a 30 day notice to the contractor, when it is in the best interest of the State.**

**Bids should be submitted for an amount up to, but not to exceed, $4,110,000 for the full three year contract term.** Except for changes allowed in Section 1.5 - the total costs of all tasks, subtasks and milestones cannot exceed **$4,110,000** for the full three year contract term, nor can they exceed **$1,370,000** for the first year. The bidder must be in good standing with the State of California and the Federal Government, and must comply with non-discrimination and drug-free workplace requirements.

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# 1.0 GENERAL INFORMATION

## 1.1 Definitions

See Attachment I, for definitions related to this RFP.

## 1.2 Department Prevention Goal

It is the goal of the Department of Alcohol and Drug Programs (the Department) to develop and maintain a comprehensive statewide system to prevent and reduce the probability of developing or exacerbating direct and/or indirect adverse personal, social, health, and economic consequences related to alcohol, tobacco and other drugs (ATOD). Prevention addresses the availability, manufacture, distribution, promotion, and sales of ATOD, as well as individual use. The desired result is to promote safe, healthy behaviors and environments for individuals, families and communities by:

1) Modifying social and economic norms, conditions, and adverse consequences resulting from ATOD availability, manufacturing, distribution, promotion, sales, and use; and
2) Effectively addressing at-risk and underserved populations and their environments.

The Department goal will be met through services that advance the following objectives:

- bridging the gap between research and practical application of community alcohol and other drugs (AOD) prevention;
- establishing a system of transferring evidence-based AOD community prevention knowledge in a manner that is easily accessible and readily understandable by AOD practitioners;
- increasing the number of qualified, culturally competent AOD community prevention practitioners;
- increasing the number of effective AOD community prevention systems, policies, practices, programs and services; and
- ultimately, enhancing the health and safety of communities throughout California.

Prevention services are based upon the Substance Abuse and Mental Health Services Administration's (SAMHSA) Strategic Prevention Framework (SPF) five steps:

1) **Assessment**

   Determines the why of taking action. It is based on needs and priorities derived from data that define the consequences of ATOD use and consumption patterns (demographics, locations, substances, trends). This step guides priorities and desired outcome decisions.

2) **Capacity**

   Includes aspects of: a) financial and organizational resources; b) participant readiness; c) cultural competence; d) leadership; and, e) continuous improvement. It also looks forward to sustainability.

3) **Planning**

   Answers who, what, when, how and measurements. This may include: a) prevention policies, programs, and practices; b) logic models to address intended outcomes for the identified problems; c) strategic goals and objectives; and, d) performance and outcome measures.

4) **Implementation**

   Includes the operations to deliver services and taking measurements for use in evaluation and future improvements.

5) **Evaluation**

   Reviews the process and outcome results, fidelity, and informs how to make continuous improvement and sustain results.

The contractor will be expected to provide all of the following deliverables and outcomes in a 36-month period:

1) Delivery of AOD community prevention TA and training services on a statewide basis as it relates to, and supports the goals set forth above and are substantiated in the reports and data submitted by the contractor to the Department.

2) Delivery of a minimum of 3,744 TA days within 36 months, which shall include:
   - a minimum of 180 training events;
   - a minimum of 9,600 individuals trained;
   - SPF outreach and TA support for all 58 county alcohol and drug programs (county ADPs);
   - the development of a comprehensive AOD county profile report for each county;
   - a minimum of twelve resource publications developed and disseminated to a minimum of 1,000 agencies and programs, statewide;
   - the development of AOD community prevention research analysis and training documents as well as other related materials, as needed; and
   - AOD TA and support to the Department as described in RFP Section 1.7-K.

3) Demonstrated client satisfaction with the services received through the submission of recipient evaluations.

## 1.3 Minimum Qualifications of Bidder

The bidder and any of the bidder's subcontractor(s) (not individual consultants) must be in good standing with the State of California and the federal government. Private nonprofit organizations must include evidence of their organization's and their subcontractor's nonprofit status with their proposal.

The bidder must demonstrate the organizational capacity and ability to abide by the contract terms, conditions and provisions, and assurances and must ensure that all subcontractor(s) will do the same.

In addition, subcontractors and individual consultants must abide by and are held to the contractual requirements regarding material development and rights in data and product development as defined in Attachment II- "Sample Contract: Additional Provisions" as well as the specific copyright Assurances included as Attachment XIII.

## 1.4 Background

In order to reduce fragmentation of prevention efforts and provide uniform and philosophically sound strategies statewide, the Department initiated the *Framework for Preventing Alcohol and Drug Problems* (*January 1990)*. This was the first framework by the Department to address both alcohol and drug prevention activities. The Framework uses a systems theory model that emphasizes mobilizing communities to use public policy and approaches to reduce AOD related problems that harm public health and safety.

The "California Prevention Platform, A Framework for the Future" in 1999 contained eight specific policy objectives or "planks", one of which was the maintenance and expansion of technical assistance. The Platform went on to hold that "through technical assistance and training, it is possible to ensure that the transfer of this research-based knowledge, in the rapidly evolving field of prevention, is conveyed to practitioners in a manner that can be locally adapted, and that they have access to experts and the best practices that are current and relevant to their needs, populations, and the service delivery approaches" (California Prevention Platform, A Framework for the Future, Sixth Plank, (1999).)

In June 2001, the Department initiated the Director's Prevention Advisory Task Force (PATF) with participation from a diverse group of prevention professionals. The PATF provided a series of recommendations to the Department, which included the following:

> "Create and maintain a training structure, and use of the consultant pool, which includes the flexibility and competence to address organizational and community differences. However, procedures should be implemented to ensure consistency in knowledge and application of science-based practices."

Currently, ADP has applied the Institute of Medicine's (IOM) system design of prevention treatment and recovery. The ADP Continuum of Services System Re-engineering (COSSR) unites the purpose and impact of these three elements.TA is acknowledged here also as a key component of improving and sustaining services.

## 1.5 Funding Period and Funding Changes

A. The funding period covers a term of three years from either the start date of the contract or the date the contract is fully executed, which ever is later. Funding of the second and third year is based upon the Contractor's performance, availability of Federal funds, and if ADP elects to continue

the contract. ADP reserves the right to terminate this contract, without cause, after a 30-day notice to the Contractor, when it is in the best interest of the State. In addition, ADP may terminate or suspend this contract to comply with an Executive Order issued by the Governor of California.

B. If additional funds are available, ADP may amend the contract to increase the contract amount up to 10% in each fiscal year. Any additional funding shall be used to increase TA days, using the daily rate specified in the contract budget.

C. If all deliverables are delivered and accepted, and contract funds remain unexpended at the end of the fiscal year, the contract may be amended to allow the unexpended funds to be added to the following year's budget. Any amendment for such unexpended funds shall not be included in the 10% limit in 1.5.B.

D. All invoices submitted by contractor shall be paid by ADP from the oldest federal funds available for expenditure. All services shall be provided within the period of federal funds availability and invoices submitted for timely payment during the time allowed under federal rules to liquidate obligations.

## 1.6 Contract Terms and Conditions

A. Following the selection process to determine which bidder, if any, is to be an award recipient, a contract will be prepared between the selected bidder and the Department. The contract will be based upon the Technical Proposal, Cost Proposal, all criteria contained in this RFP, the State Administrative Manual, the State's General Terms and Conditions (GTC 1005) which may be viewed at Internet site: **www.dgs.ca.gov/contracts**, and applicable provisions of the Government Code, the Public Contract Code and any federal requirements. Attachment II – "Sample Contract" lists other provisions that will be included in the contract. The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. No oral understanding or agreement shall be binding on either party.

B. Upon 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. This document is required only if it is not already on file with awarding agency

C. Upon award of the agreement, Contractor must sign and submit to the awarding agency, 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 Contractor has not submitted this form to the awarding agency within the last three (3) years.

D. Upon award of the agreement a Statement of Economic Interests form may be required of selected bidder's staff, or subcontractor's staff in compliance with the Political Reform Act of 1974. These disclosures would include the following: "Investments and his/her status as a director, officer, partner, trustee, employee, or holder of any positions of management in any business entity or nonprofit corporation and income from any source which offers any consulting, rehabilitative, or educational services concerning the prevention, treatment, or rehabilitation of persons suffering from alcohol or drug abuse."

E. This contract calls for the development and creation of work protected under U.S. copyright law. The work produced under this contract (and any subsequent sub-contracts) is a “work for hire” and the contractor (sub-contractor) sells, assigns, and transfers to ADP the entire right, title and interest to the copyright in all work required as a deliverable under this contract. ADP reserves the right to review and make final approval of all creative materials before production. For more information see “Sample Contract: Additional Provisions, 6. Rights in Data”.

F. Upon award of the agreement, Contractor may be required to disclose any lobbying activities.

## 1.7 Scope of Work and Deliverables

The selected contractor will develop and implement both a proactive and responsive system of services and products to enhance the quality and effectiveness of community prevention systems and programs by completing the following work to fulfill the terms of the contract:

A. Develop and market the Department’s prevention TA and training to be known as “Community Prevention Initiative” (CPI). Services and materials paid for by this agreement must be prominently labeled with the CPI name. Maintain staff for CPI with the following skills, knowledge and abilities:

- analysis of AOD prevention-related research,
- delivery of TA and training services in theory and practice of community AOD prevention,
- cultural and linguistic competency,
- environmental prevention theory and practice,
- engaging the AOD prevention field, including the faith community, and

- demonstrated capabilities of working with public and private, statewide and local organizations.

B. Develop, coordinate and maintain a pool of consultants with skills, knowledge and abilities as stated in 1.7 A. The consultant pool shall be of adequate size to serve the AOD prevention-related needs of communities and organizations throughout the State.

C. The contractor shall provide a full-time Project Director to serve as the principal point of contact with the Department and will be responsible for: 1) overall project planning and management; 2) providing direct supervision and coordination of project staff; consultants and subcontractors; 3) providing staffing continuity; 4) providing deliverables; 5) preparing reports; and 6) maintaining budget control.

D. Provide TA and training to promote and conduct widespread development and implementation of evidence-based community prevention.

E. Develop and implement a process to assess and replicate proven community prevention practices, programs and policies. Provide local AOD prevention organizations with practical means to implement prevention actions with a high degree of fidelity consistent with the Center for Substance Abuse Prevention (CSAP) and the U.S. Department of Education's Safe and Drug Free Schools and Communities (SDFSC) Program.

F. Develop and implement processes communities/programs can use to evaluate outcomes. Guide and assist the efforts of AOD prevention sites to build upon the knowledge and skills relevant to the effective prevention and continuous quality improvement.

G. Provide outreach and TA support for all 58 counties on the adoption and use of the SPF, as described in RFP Section 1.2.

H. Develop a comprehensive AOD county profile report for each county. These county profiles will display consequences of AOD use and consumption (demographic, substances, usage) data as gathered from multiple sources. To ensure consistency with Department methodology, the contractor must obtain written pre-approval of the methodology to be used for generating the data. **In addition, the draft of each report must be approved by the Department prior to final printing and distribution.**

I. Work collaboratively with the Department to assess, plan, and implement state and federal priorities and initiatives. At the direction of the Department, work in collaboration with the Department's other TA and training contractors on issues of common purpose and objectives.

J. Develop and implement an ongoing method to determine the types of TA and training needed statewide for the AOD prevention field. This includes, but is not limited to, programmatic and management issues related to prevention strategies and activities; financial management; program design and administration; program evaluation; and policy development.

K. Provide a minimum of 3,744 TA and training days, statewide, over the 36-month contract period, to the AOD prevention field, which includes the county offices of alcohol and drug programs (county ADPs); community-based organizations; coalitions or local groups; faith community; school systems; AOD prevention service programs/providers; the Department; and other local, county and state government agencies. The 3,744 TA and training days shall be provided in the following areas of services and percentage proportions:

- 60% - Community prevention system and program development;
- 20% - SPF outreach and TA support for county ADPs; and
- 20% - AOD TA and support to Department, including the Governor's Prevention Advisory Council (GPAC), and the Department's grant sub-recipients. The contractor will assist in the development of policies, procedures and background information for emerging and special projects.

TA may be provided through (1) consultation or (2) training events using the following guidelines:

1. Consultation

   a. Consultation may be provided through on-site assistance at the AOD agency/facility, telephone conversations, or written correspondence.

   b. The consultation services will be problem specific and solution focused. They will focus on improving program operations or solving a problem identified by the requester.

   c. On-site consultations should be short term in nature and not exceed five TA days of service per year, unless a justification for an extension is approved in advance by ADP. The justification will address the following three areas: 1) why it is necessary to

extend the services; 2) why the services were not provided in the allotted time; and 3) what will the consequences be if the extension is denied.

2. Training Events

a. Contractor shall determine when training is preferable to consultations and accordingly shall plan, conduct and evaluate as many training events as needed.

b. Contractor shall obtain approval from ADP's Project Coordinator for the training plan at least 15 workdays prior to each training event. The plan must include the items listed below:

1. Needs assessment;
2. Objectives of the training;
3. Outline of curriculum to be presented;
4. Copies of any handout materials;
5. Names and resumes of presenters;
6. Occupational categories of intended participants;
7. Location, date, time and agenda; and
8. Evaluation forms to be completed by participants. The contractor will submit the completed evaluations to the Project Coordinator with the monthly progress report.
9. Select training event locations that meet federal and State accessibility requirements for persons with disabilities. Note: training notices must include the following statement: "If you need a disability-related reasonable accommodation/alterative format for this training, please contact (name) at (phone number, E-mail address, and TDD number) by (a date up to two weeks prior to the event)."

L. Determine when training events are preferable to individual or onsite consultation and accordingly plan, conduct, and evaluate, community AOD prevention training events. At a minimum, 180 training events, including nine in each region – Southern, Northern, and Central California, must be provided with a minimum of 9,600 individuals trained during a 36-month period, statewide. Facilitated web-based and/or telecommunications training technologies, such as webinars, teleconferencing, etc. may be

used when appropriate. (The 180 training events are included in the 3,744 required TA days).

M. Develop and disseminate resource publications (a minimum of twelve per 36-month period with a distribution to 1,000 agencies and programs, statewide) to help the prevention field stay abreast of best practices emerging from current research and to provide practical tools for implementing proven community prevention strategies. The publications must be written so the general prevention field can easily understand and practically apply the information. Publication topics must be approved by the Department's project coordinator prior to development, and drafts must be approved prior to final printing. Publications shall be made available at no charge and be accessible via the Internet.

N. Ensure that the following is applied in the provision of TA and training. (Reference Attachment I, Definitions):

1. the SDFSC "Principles of Effectiveness" (POE) as applied to programs funded by the Safe and Drug Free Schools and Communities Act, including but not limited to, the development of outcome measures which demonstrate that the TA and training effectively enhanced the knowledge base and ability of those receiving such TA and training to meet the POE;

2. the U.S. Department of Health and Human Services' Center for Substance Abuse Prevention "Science-Based Practices in Substance Abuse Prevention: A Guide" which can be found at: www.whitehousedrugpolicy.gov/prevent/pdf/science.pdf

3. California Outcome Measurement Service for Prevention (CalOMS-Pv), its purpose and objectives, and the ability to articulate its importance to the planning of prevention services at the state and local level;

4. Continuum of Services – an Institute of Medicine (IOM) model for public health that conceptualizes AOD prevention-treatment-recovery services. The three prevention interventions in the continuum are: Universal, Selective and Indicated.

5. cultural/linguistic proficiency when working with specific population groups; and

6. the Strategic Prevention Framework (SPF) planning process for AOD prevention, including logic models.

O. Implement a marketing plan to promote the TA and training services available under the contract. The plan shall include, but not be limited to, description, tasks and timelines. At minimum, marketing shall include:

- Development and distribution of a publication describing the contractor's TA services and training events including topics. (The publication must specify that all services provided are at no-cost to the recipient); and

- Development and maintenance of a website with information on available services. The website shall be linked to that maintained by the Department.

The marketing plan shall be submitted to the Department within 45 days of the execution of the contract and shall be subject to the approval of the Department. The Department reserves the right to require additional clarification of the plan and to direct specific changes to the plan as it deems necessary to ensure the appropriate execution of the contract.

P. Assign appropriate consultant(s) or staff to meet each TA request, based upon, but not limited to, priority, type, location and length of each TA to be provided; direction from the Department; and contractor's assessment of the needs of AOD prevention field.

Q. Develop and implement a system that affixes a priority to each request for TA, and report to the Department those requests that cannot be met.

R. Work closely and cooperatively with the Department's project coordinator, to respond to all Department requests for AOD prevention TA support. The Department reserves the right to approve the selection of consultants, the assessment of the needs of the AOD prevention field, and the identification of priorities for use of the TA resources.

S. Conduct evaluations of TA services as follows:

1. Ensure that an evaluation form (approved by ADP) is distributed to and completed by the AOD agency receiving services. (Sample evaluation form, Attachment III). The evaluation form shall, at a minimum, include all of the questions contained in the attached sample, however, the contractor may include additional questions. A copy of the completed evaluations shall be submitted to the Department's project coordinator with the monthly progress reports.

2. Follow-up with recipients of TA to assess quality of services and ensure desired outcome was achieved as developed with and specified by client in accordance with the client's program needs and expectations. The Follow-up Evaluation form shall be completed 90 days following the TA service. The follow-up evaluation form shall, at minimum, include all of the questions contained in the attached sample (Attachment IV), however, the contractor may include additional questions. **Copies of completed 90-day follow up evaluations shall be submitted as follows within each 12-month period**:
   - 90-day follow-up evaluations of the 1st quarter's TA services shall be submitted to the Department's project coordinator with the 2nd quarter report;
   - 90-day follow-up evaluations of the 2nd quarter's TA services shall be submitted with the 3rd quarter report;
   - 90-day follow-up evaluations of the 3rd quarter's TA services shall be submitted with the 4th quarter report; and
   - 90-day follow-up evaluations of the 4th quarter's TA services shall be submitted with the **annual** reports.

The Department may contact service recipients directly to confirm their satisfaction with the services delivered by the contractor.

T. Obtain written pre-approval from the Department on all products, reports or materials developed or used during the term of the contract. All products, reports, or materials developed through this contract (such as training curricula or evaluation materials) or through a subcontract with the awarded bidder, shall be in the public domain and be the property of the State of California and the Federal Government. Please see additional language in Attachment II – Sample Contract: Additional Provisions, 6. "Rights in Data," and the Copyright Assurance Form included as Attachment XIII. The Department shall be identified on all materials.

U. In accordance with the California Government Code section 11135 and Title II, ADA requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability." In addition, publications must be made available in other languages if requested by a limited English proficient person.

V. Provide the Department's Resource Center with one electronic copy of any publications (manuals, books, or journals) produced under this contract.

W. Provide written courtesy notification to county alcohol and drug program administrators, at least 24 hours prior to the delivery of services, of any technical assistance and/or training conducted or provided to an AOD prevention agency located in the administrator's county.

X. Obtain prior written approval from the Department's project coordinator before providing TA or training, including associated travel. If during the first six months of the contract, TA services provided are consistent with the provisions of the contract and completed without incident, the Department may waive pre-approval for the remainder of the contract period. If performance issues arise subsequent to granting the waiver, ADP may reinstate the pre-approval requirement as it deems necessary to ensure the appropriate delivery of TA services by the contractor. (Sample TA request form, Attachment V.)

Y. Submit written monthly progress reports no later than 15 days following the last day of the reportable month (Attachment VI). The 36 monthly reports must:

- correspond to overall project goal(s) and to specific monthly objectives;
- include pertinent information on monthly objectives, such as relevant data (statistical and anecdotal), the number of individuals served, number of technical assistance days delivered, marketing strategies, problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems, customer feedback, rating of services provided, customer evaluations, etc.;
- include tables in the format provided in Attachment VI. (Data fields may be added as contractor deems appropriate);
- maintain all data contained in the requisite tables on Microsoft Excel.

The 36 monthly reports shall accompany invoices for payment. Invoices will not be processed until receipt of corresponding monthly reports and supporting data in the format prescribed above. The Department reserves the right to modify reporting requirements as it deems necessary.

Z. The Department will withhold ten percent (10%) from the monthly invoiced payment to the Contractor. **NOTE: If the contractor does not complete 90% or more of the work scheduled for each month, the Department shall increase the amount withheld. The amount withheld shall be proportionate to the amount of work not performed, plus the 10% withhold above**. The retained amount shall be held by the Department

and released to the Contractor on a **quarterly** basis upon the satisfactory completion of the scheduled tasks.

1) A minimum of 312 TA days. Included in the 312 TA days shall be:

   a. A minimum of 15 CPI training events conducted;

   b. A minimum of 800 individuals trained;

   c. The provision of SPF outreach and TA support for a minimum of 15 county ADPs;

   d. The development of a minimum of five comprehensive AOD county profile reports to assist counties in the SPF assessment process;

   e. The development and dissemination of a minimum of one resource publication (with distribution to 1,000 agencies and programs, statewide).

2) Submit a written quarterly report describing contract services provided no later than 30 days after the end of each quarter. The report shall include: a) the number of technical assistance days delivered; b) the number of individuals trained; c) the number of publications developed and description of how disseminated during the quarter; and, d) as specified in Section 1.7 S-2, **copies of completed 90-day follow up evaluations shall be submitted as follows**:
   - 90-day follow-up evaluations of the 1st quarter's TA services shall be submitted to the Department's project coordinator with the 2nd quarter report;
   - 90-day follow-up evaluations of the 2nd quarter's TA services shall be submitted with the 3rd quarter report;
   - 90-day follow-up evaluations of the 3rd quarter's TA services shall be submitted with the 4th quarter report; and
   - 90-day follow-up evaluations of the 4th quarter's TA services shall be submitted with the Final report.

   **NOTE: TA days provided in excess of the required 312 days during the 1st quarter may be applied to the following quarter.**

   **The cumulative total for the 1st and 2nd quarters must equal a minimum of 624 TA days and completion of the following:**

   - a minimum 30 trainings conducted;
   - a minimum of 1,600 individuals trained;
   - SPF outreach to a minimum of 30 county ADPs;
   - the development of a minimum of 10 comprehensive AOD county profile reports; and
   - two resource publications developed and distributed.

**The cumulative total of the 1st, 2nd and 3rd quarters must equal a minimum of 936 TA days and completion of the following:**

- a minimum 45 trainings conducted;
- a minimum of 2,400 individuals trained;
- SPF outreach to a minimum of 45 county ADPs;
- the development of a minimum of 15 comprehensive AOD county profile reports; and
- three resource publications developed and distributed**.**

**The cumulative total of all four quarters must equal a minimum of 1,248 TA days and completion of the following:**

- a minimum of 60 trainings conducted;
- a minimum of 3,200 individuals trained;
- SPF outreach to all 58 county ADPs;
- the development of a minimum of 20 comprehensive AOD county profile reports; and
- four resource publications developed and distributed**.**

Upon satisfactory completion and approval of the required quarterly tasks, the contractor shall submit a quarterly invoice requesting reimbursement of the amount withheld for the quarter.

AA. Submit a written **annual** report describing contract services provided and outcome evaluation results to the Department no later than 30 days after the end of each 12-month period. The report shall include: the technical assistance services provided and agencies served during the contract period, specific problems which were addressed, a summary of the follow-up evaluations, and the effectiveness of the Contractor's TA and training services. **The payment for the fourth quarter of each 12-month period shall not be paid until the <u>annual</u> report is approved by the Department.**

BB. TA staff and consultants must be able to travel to California's rural and metropolitan areas. To save on travel costs, it is recommended that Contractor have consultants available in Northern, Central and Southern California.

## 2.0 TECHNICAL PROPOSAL

The Technical Proposal describes the method, staffing and funding needed to develop and deliver services requested by this RFP.

### 2.1 Specific Requirements:

A. Order of Responses: All required components of the proposal must be present and follow the order of the RFP. Bidders' response to each item in this RFP must be identified in their proposal by the same numbers and letters to which the response applies. (Required; no points)

B. Cover Sheet: Include the RFP number and title, name of bidder agency and name and telephone number of the contact person for the bidder agency. (Required; no points)

C. Table of Contents: Provide a Table of Contents that lists each section responded to in this RFP and its page number. List attachments. Use the same sequence and titles used in this RFP. (Required; no points)

### 2.2 General Guidelines:

A. The Department seeks a contractor who demonstrates the ability to apply innovative and creative methods and approaches to the scope of work outlined in RFP 09-03, Section 1.7.

B. ADP recognizes that all technical factors cannot be detailed in advance. However, the technical proposal must detail sufficiently how the bidder will accomplish project requirements including a full explanation of techniques, procedures, and staffing to be used.

C. The Technical Proposal should be specific regarding the methods and personnel to be used.

D. The proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the process.

E. The proposal must clearly convey the intent and understanding necessary to accomplish project requirements.

F. Simply stating that the bidder understands or paraphrasing this RFP will be considered inadequate.

G. Responses should clearly convey how bidder will accomplish all project requirements. Phrases such as "well known techniques will be used" are unacceptable.

## 2.3 Technical Proposal Scoring

The maximum score possible for the Technical Proposal is **225** points. The minimum standard the Department will accept for the Technical Proposal is **191** points (85%). This score will be determined by a selection review committee. Those proposals not meeting this minimum standard will not be considered for funding. Technical Proposal points will be added to the Cost Proposal points to determine the overall score.

The six weighted evaluation criteria and their respective possible points are as follows:

| Category | Maximum Possible Score |
|---|---|
| Understanding of Problem | 15 Points |
| Operation and Service Delivery | 105 Points |
| Work Plan | 40 Points |
| Agency Qualifications | 10 Points |
| Project Personnel | 25 Points |
| Budget | 30 Points |
| Total | 225 Points |

## 2.4 Bidder is to provide written responses to the following:

A. Bidder's Understanding of and Solution to the Problem Maximum Score: 15

1. Describe the most effective proactive and responsive practices, methods, and strategies for providing AOD community prevention technical assistance (TA) and training. (Refer to RFP Section 1.7 A-C.)

Maximum Score: 5 points

2. State your understanding and the importance of the following (refer to RFP Section 1.7 D-G):

a) evidence-based prevention practices, policies and programs;
b) replicate and evaluate model programs;
c) SPF and application of logic models;
d) community prevention including the engagement of the faith community;
e) cultural and linguistic competence;

Maximum Score: 10 points

B. Operation and Service Delivery – Maximum Score: 105

1. Describe steps bidder will take to develop and market the Community Prevention Initiative (CPI). (Refer to RFP Section 1.7 A.)

Maximum Score: 5 points

2. Describe how bidder will develop and maintain a consultant pool with appropriate knowledge, skills and abilities for CPI. (Refer to RFP Section 1.7 A-B.)

Maximum Score: 15 points

3. Describe steps bidder will take to implement a process for assessing how to replicate proven community prevention practices, program and policies. Include steps for evaluating model programs and strategies as well as incorporating a logic model framework within the delivery of TA and training. (Refer to RFP Section 1.7 D-G.)

Maximum Score: 20 points

4. Describe steps bidder will take to plan and conduct a minimum of 180 AOD prevention training events, including nine in each region—Southern, Northern, and Central California. (Refer to RFP Section 1.7 L.)

Maximum Score: 10 points

5. Describe steps bidder will take to develop and disseminate resource publications (a minimum of 12 per 36-month period) to help the prevention field stay abreast of best practices emerging from current research and to provide practical tools for implementing proven community prevention strategies. (Refer to RFP Section 1.7 M.)

Maximum Score: 5 points

6. Describe bidder's capability and method for developing a comprehensive AOD county profile report for each county within the required timeframe. (Refer to RFP Section 1.7 H & Z.)

Maximum Score: 10 points

7. Describe how bidder will implement an innovative and creative statewide marketing plan to the prevention field to promote the services available under this contract, including a descriptive publication and Web-based technology. (Refer to RFP Section 1.7 O.)

Maximum Score: 5 points

8. For evaluations on the contractor's services (Refer to RFP Section 1.7 S.):

   a. Describe how the bidder will evaluate the effectiveness and use of the TA and ensure that evaluations, including the follow-up evaluations, are completed by the entities receiving services.

   b. Describe how the bidder will ensure client's identified expectations for outcomes are satisfied and that the training content is applied by recipient/client.

   c. Indicate how bidder will utilize information received in the evaluations.

Maximum Score: 15 points

9. Describe bidder's overall capability to manage the proposed project, including:

   a. Ability to develop and market CPI (as described in RFP Section 1.7 Scope of Work and Deliverables);
   b. Ability to provide 3,744 TA and training days, statewide, over the 36-month contract period (Refer to RFP Section 1.7 K.);
   c. Ability to meet quarterly tasks requirement (Refer to RFP Section 1.7 Z.);
   d. Ability to locate and hire qualified staff and consultants;
   e. Ability to manage staff, subcontractors and consultants;
   f. The administrative system the bidder will use to ensure payment of consultant services expenses satisfies pertinent state laws, regulations, and policies; and
   g. Means to properly invoice, submit reports (including quarterly reporting and invoicing requirements – RFP Section 1.7 Z.), and fulfill other contract business requirements.

Maximum Score: 20 points

C. Project Work Plan (may be typed single spaced) – Maximum Score: 40

1. Using Attachment VII as a guide, write a **36-month** work plan, which shall include the following items:

   The project goal, objectives needed to reach the contract goal, and tasks necessary to complete the objectives. All work and deliverables listed in RFP section 1.7 shall be included.

   Maximum Score: 30 points

2. Using Attachment VIII as a guide, provide a logic model for this project. For information on and examples of logic models go to the following Web site: http://www.insites.org/documents/logmod.htm

   Maximum Score: 10 points

D. Bidder's Agency Qualifications – Maximum Score: 10

1. Submit an annotated list of work experience, relevant to this RFP, conducted by the bidder's agency and any subcontractors in the last three years, or currently in progress. Include:
   a. contracting organization;
   b. synopsis of work performed;
   c. contracting period;
   d. relevance to this RFP.

   Maximum Score: 5 points

2. Submit at least two letters of recommendation from agencies for whom the bidder's agency (and subcontractors) has provided services (relevant to this RFP preferred) during the last three years. **The letters should describe the services performed.**

   Maximum Score: 5 points

E. Project Personnel – Maximum Score: 25

1. Provide job titles and duty statements describing the activities each project staff position, including consultants, will perform during the project. A pool of consultants may be described in one duty statement. Include name of project staff and consultants if known.

   Indicate the percentage of time each project staff will devote to **each** activity listed in their duty statement. Include overall total percent of time devoted to project - one hundred percent (100%) would indicate a full time position. **(A full-time Project Director must be provided for this contract)**. For consultants, do not

indicate percent of time, instead indicate number of hours or days consultants will be utilized. Do not indicate monetary amounts.

Maximum Score: 5 points

2. Submit resumes showing credentials, experience and qualifications of all key project staff for both the prime contractor and the subcontractors (including consultants). **In addition to the items listed below, the resume of the Project Director must include documented evidence of experience to perform duties/ responsibilities described in RFP Section 1.7 C**. This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives.

   Scoring Note: Qualification of unknown staff will not score as highly as qualifications of known staff. Resumes will be scored based on the level of staff qualifications as they relate to the requirements of this RFP.

   <u>Knowledge of the following (direct experience preferred) should be reflected in the submitted resumes</u>:

   - The AOD prevention field, including the county ADPs, the faith community as well as youth;
   - AOD community prevention;
   - Current and evolving AOD prevention issues and evidence-based prevention approaches (policies, practices and programs);
   - Application of SPF steps and logic models;
   - Prevention data acquisition and analysis as used in SPF, performance measures and outcomes;
   - Cultural and linguistic competency;
   - Coordinating TA and training statewide;
   - Developing and managing a pool of consultants and/or a consortium of contractors/agencies with a wide variety of expertise and cultural proficiency;
   - Implementing marketing plans (including the use of Web technology);
   - A wide range of programmatic and management issues related to AOD prevention strategies and activities, financial management, program design and administration, program evaluation, and policy development; and,

- Principles of Effectiveness (POE). (Reference Attachment I, Definitions).

Maximum Score: 20 points

3. Letters of commitment from subcontractors, consultants, or others who are proposed principals for this project (not bidder's employees) must be submitted with your proposal. The letter should be submitted on the proposed consultant's letterhead and must state that the consultant has read the proposal and agrees to participate in the activities at the level specified. Failure to include the letter(s) of commitment may result in disqualification of the proposal.

Required if applicable: No points

F. Project Budget – Maximum Score: 30 points

Proposal must be fully supported by cost and pricing data adequate to justify the bid amount.

1. A detailed **3-year** line item budget must be completed showing individual line items under budget categories. Use the line item budget instructions, RFP Section 2.5, and Attachment IX Sample Budget Format, to prepare a budget for the bid amount.

Maximum Score: 15 points

2. All budget line items must be fully explained and justified in a narrative entitled "Budget Justification." Submit one “Budget Justification” narrative for each year. This justification should include:

a) Why each individual line item is being charged to the project.
b) Why the quantity of a line item is reasonable (i.e., amount of personnel time, travel, printing, etc.).
c) Why the cost of each line item is reasonable in price.
d) The formula used to determine the cost of each line item.

Maximum Score: 15 points

## 2.5 Line Item Budget Instructions

### A. Direct Cost Categories

The direct cost budget categories are personnel services and operating expenses.

#### 1. Personnel Services

Personnel services includes each authorized staff position the bidder is devoting to this project listed by title, and a line item for fringe benefits showing the percentage rate.

A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled, and the percentage of salaried time the position will devote to the project.

A salary range should be shown to include any anticipated wage increases during the period covered by the proposal. All salaries must be fully justified in the budget justification and by job titles/duty statements/resumes under project personnel.

#### 2. Operating Expenses

Operating expenses include all other direct cost line items, such as rent, travel and subsistence, supplies, consultants, etc.

A line item for rent must identify the number of square feet to be utilized for the project, and the cost per square foot.

ADP policy does not allow for purchase of furniture or equipment. Equipment is defined as an article of nonexpendable tangible personal property. A line item for equipment rental, use allowance (not to exceed six and two-thirds percent of acquisition cost annually) or depreciation must identify the type of equipment.

**Travel and per diem rates must be in compliance with current Department of Personnel Administration (DPA) rules located at:** http://www.dpa.ca.gov/jobinfo/Short-TermTravel/Excluded/599_619.shtm and may not exceed the amounts paid to the State's represented employees as specified in the Department's Travel and Subsistence Guidelines, Attachment XII. Food and beverage are unallowable costs except for meals permitted by the subsistence guidelines.

Consultant's costs must be fully explained and justified, including the cost per hour and number of hours. Consultant travel and per

diem costs must be shown separately from staff travel costs. Fees should be consistent with the annual income of each consultant and market rates of similar services.

B. Indirect Cost Categories

1. Indirect Cost:

a. An indirect cost category may be included in the budget if the applicant has a current indirect cost rate approved by the cognizant agency on behalf of the federal government. A copy of the agreement which identifies the agency, the negotiated rate, and the basis to which the rate is applied, must accompany the Cost Proposal if an indirect cost category is requested.

b. An indirect cost category may also be included in the budget if the applicant is in the process of obtaining approval by the cognizant agency on behalf of the federal government. A copy of the supporting justification data must accompany the Cost Proposal, if an indirect cost category is requested.

c. An indirect cost category may also be included if the bidder provides a list of all costs included in this category. The bidder must also show in detail the methodology used to compute indirect costs. Indirect cost rates must be shown on all budgets.

d. If identically named costs appear in both the direct and indirect costs categories, detailed explanation must be provided for the indirect cost.

e. The State reserves the right to deny an indirect cost category and request direct costing.

2. Overhead or Administrative Costs

An overhead or administrative cost category must be approved by ADP. The bidder must provide a list of all costs included in this category, and the methodology used to compute these costs. Costs included as overhead or administrative costs may not be simultaneously shown as direct or indirect costs in other parts of the budget. ADP may request direct costing.

C. Miscellaneous or Other or Fee

There should be no line items entitled miscellaneous, other or fee. All line items must be fully explained and justified.

D. Budget Negotiations

The proposed budget may be negotiated at the option of ADP, but the total bid amount may not be increased.

**2.6** Federal Grant Fund Restrictions

Funding for this project is provided through a federal grant and is contingent upon the availability of such funds for this purpose.

SAPT federal grant funds provided by this RFP cannot be used for the following:

1. Providing inpatient hospital services for alcohol or drug abuse programs.

2. Making cash payments to intended recipients of health services.

3. Purchasing or improving land; purchasing, constructing, or permanently improving any building or other facility; or purchasing major medical equipment.

4. Satisfying any requirement for the expenditure of nonfederal funds as a condition for the receipt of federal funds.

5. Providing financial assistance to any entity other than a public or nonprofit private entity.

6. Providing individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.

7. Paying the salary of an individual at a rate in excess of $191,300 per year.

8. Lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan.

SDFSC federal grant funds (Reference 20 USC 7164) provided by this RFP cannot be used for the following:

1. Construction (except for minor remodeling needed to accomplish the purposes of this part); or

2. Medical services, drug treatment or rehabilitation, except for pupil services or referral to treatment for students who are victims of, or witnesses to, crime or who illegally use drugs.

**2.7** Method of Payment

The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently

than monthly, in arrears, in accordance with the budget for actual expenditures paid. As required by the State Administrative Manual, ten percent of each payment will be withheld. The retained amount shall be held by the Department and released to the Contractor on a **quarterly** basis upon the satisfactory completion of the quarterly tasks delineated in **RFP Section 1.7 Z**. **If the contractor does not complete 90% or more of the work scheduled for each month, the Department shall increase the amount withheld. The amount withheld shall be proportionate to the amount of work performed, plus the 10% withhold**.

**2.8** Financial and Compliance Audit

The bidder is not required, under the terms of this project, to perform a financial and compliance audit meeting the requirements of the U.S. Office of Management and Budget's Circular A-133, "Audits of Institutions of Higher Education, and other Nonprofit Organizations." However, if the bidder will be performing such an audit in response to federal funds received for other programs, it is recognized that the cost of the audit, made in accordance with the above provisions, is an allowable charge to all programs. Therefore, cost of the audit may be reflected in the bidder's proposed budget as an indirect or administrative cost. Apportionment of the audit cost shall be made according to generally accepted accounting principles.

## 3.0 BID PROPOSAL

One copy of the Bid Proposal must be submitted. A separate sealed envelope for the bid proposal is **not** required.

Use your agency letterhead for your bid proposal and simply state the following:

Date

Gregory Martinez
Contracts Office, Division of Administration
Department of Alcohol and Drug Programs
1700 "K" Street, 1st Floor
Sacramento, CA 95811-4037

The undersigned certifies that all requirements of the Request for Proposal known as "Community Prevention Initiative Technical Assistance and Training Project," ADP RFP 09-03 , were understood and complied with. In addition, the undersigned certifies that it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Our all-inclusive bid is as follows:

$

Signed:_____

Printed Name:_____

Title:_____

Bids shall be signed by the bidder. An unsigned bid will be rejected. A bid may be signed by an agent of the bidder if he/she is properly authorized by a power of attorney submitted to ADP prior to the submission of the proposal or with the proposal.

## 3.1 Total Cost

The total cost shall not exceed $4,110,000 for a 36-month contract term. Any proposal submitted with a bid in excess of $4,110,000 will automatically be rejected. **Contractor shall not charge participants a fee for services, materials, or events provided.**

## 3.2 Bid Proposal Scoring

Bid Proposal scores will be determined as follows:

The lowest dollar Bid Proposal shall earn 68 points. The remaining Bid Proposals shall earn Bid Proposal points by applying the following formula:

Lowest Bid Proposal (divided by)
Other proposal bid amount = _____ X 68 = Bid Proposal Score

Calculations up to the nearest tenth of a decimal point will be used.

## 3.3 Darfur Contracting Act of 2008

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act.). (Public Contract Code sections 10475, et seq.; Stats. 2008, ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

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

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

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See #2 on the Attachment XV).

**Your bid will be disqualified unless your bid includes a copy of Attachment XV with either paragraph #1 or #2 initialed or paragraph #3 initialed and certified.**

## 3.4 Disabled Veteran Business Enterprise Program (DVBE)

**DVBE participation is required in this project**. Please view the DVBE Web-site www.pd.dgs.ca.gov/smbus/sbdvbelist and Attachment X.

## 3.5 Small Business Preference Program

For information on the State Small Business Preference Program refer to the Internet Web-site listed below. If applying for Small Business preference, follow the directions in Attachment XI

**Small Business Enterprise (SBE)** http://www.pd.dgs.ca.gov/smbus/default.htm

## 3.6 Economic Development Incentive Preference Programs

For information on State economic development incentive programs refer to the following Internet Web-sites listed below. If applying for any of the State's preference programs follow the directions in Attachment XI.

1) Target Area Contract Preference Act (TACPA) - www.pd.dgs.ca.gov/edip/tacpa.pdf

2) Enterprise Zone Act (EZA) - www.pd.dgs.ca.gov/edip/eza.htm

3) Local Agency Military Base Recovery Area (LAMBRA) Act – www.pd.dgs.ca.gov/edip/lambra.htm

## 4.0 ESTIMATED TIME SCHEDULE

**4.1 RFP released to bidders: May 29, 2009**

**4.2 Questions due from prospective bidders: June 12, 2009 4:00 PM, PDT**

**4.3 Responses to bidders' questions posted on the ADP website: June 19, 2009**

**4.4 Letter of Intent due: June 29, 2009**

**4.5 Bid proposals due by 4:00 PM, PDT, July 28, 2009**

**4.6 Announcement of Award of contract: August 26, 2009**

**4.7 Period of performance: October 1, 2009 through September 30, 2012**

## 5.0 SUBMISSION OF PROPOSAL

**5.1** All proposals must be delivered to address shown below and received and time stamped by a Department employee by the date and time indicated in Section 4.5, Estimated Time Schedule. Proposals received after the due date and time will not be considered. Postmarks will not be acceptable to meeting the deadline. Faxed proposals will not be accepted. If you plan to deliver your proposal in person, please allow at least 15 minutes to go through the Department's security procedures. Security guards are not employees of the Department and will not time stamp proposals.

Proposals must be submitted in a sealed package clearly marked with the RFP number and title and be addressed to:

Gregory Martinez
Department of Alcohol and Drug Programs
Division of Administration, Contracts Office
1700 K Street, 1st Floor
Sacramento, CA 95811-4037

**5.2** Bidder's proposals shall consist of the following:

A. Technical Proposal. The Technical Proposal shall consist of responses to the following RFP Sections:

| | |
|---|---|
| 2.1 | Specific Requirements |
| 2.4 A | Bidder's Understanding and Solution of Problem |
| 2.4 B | Operation and Service Delivery |
| 2.4 C | Project Work Plan |
| 2.4 D | Bidder's Agency Qualifications |
| 2.4 E | Project Personnel |

2.4 F Project Budget

Bidders shall submit a total of five (5) copies of their Technical Proposal and one digital copy on CD-ROM in Microsoft WORD format.

B. Bid Proposal. The Bid Proposal shall consist of responses to the following RFP Section:

3.0 Bid Proposal

Bidders shall submit one copy of their Bid Proposal with an original signature and one digital copy on CD-ROM in Microsoft WORD format.

**5.3** The bidder's narrative response to the technical portion of the proposal should be double spaced and submitted on standard white, 8½" x 11" sized paper. The project work plan may be single-spaced. Each page shall be clearly and consecutively numbered.

**5.4** The bidder's response to each item in this RFP must be identified with the same numbers and letters of the paragraph in the RFP to which the response applies.

**5.5** Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., copied back to back, stapled in upper left-hand corner, no fancy bindings).

**5.6** Costs for developing proposals are entirely the responsibility of the bidder and shall not be chargeable to the State of California or included in any cost elements of the price.

**5.7** A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.

**5.8** The Bid Proposal shall be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the organization. An unsigned or improperly signed Cost Proposal (bid) may be rejected.

**5.9** A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.

**5.10** A bidder may withdraw his/her proposal by submitting a written request for its withdrawal to ADP, signed by the bidder or an agent authorized in accordance with paragraph 5.8 above. The bidder may, therefore, submit a new proposal prior to the proposal submission time. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

**5.11** Bidders are cautioned to not rely on the State during the evaluation to discover and report to the bidder any defects and errors in the submitted documents.

Bidders, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.

**5.12** The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

**5.13** Issuance of the RFP in no way constitutes a commitment by the Department to award a contract. The Department may reject any or all proposals for reasonable cause and may waive any immaterial deviation of a proposal. ADP's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP and the bidder's proposal if the bidder is awarded the contract. The Department may also cancel this RFP at any time.

**5.14** More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future procurements.

## 6.0 EVALUATION AND SELECTION PROCESS

**6.1** ADP will use the evaluation and selection procedure specified in Section 10377(c) of the Public Contract Code to select the proposal that will best meet the Department's needs. This procedure specifies award to be made to the responsible bidder with the highest score.

**6.2** Each proposal shall be reviewed to determine if the proposal meets the format requirements specified in the RFP. These format requirements are covered under 2.1, 5.3 and 5.4. Proposals not meeting format requirements at this point may be disqualified. These disqualified proposals shall not, (1) have their Technical Proposal scored, nor (2) be considered for an award of contract.

**6.3** Technical proposals shall then be submitted to the Selection Review Committee, which shall evaluate and score the Technical Proposals. Points will be assigned to the Technical Proposal as shown in RFP Section 2.3. A minimum of 191 points must be achieved in the Technical Proposal to be considered responsive. A non responsive proposal shall not be considered for an award of contract and shall not have its Bid Proposal scored.

**6.4** Proposals 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. If, in the opinion of the Department, such information was intended to mislead the Department in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.

**6.5** All proposals meeting the format requirements and passing the Technical Proposal by 85 percent or more shall then have their Bid Proposal score determined. Scores will be determined as stated in RFP Section 3.2.

**6.6** The Technical Proposal points will be added to the Bid Proposal points to determine the overall score. The bidder with the highest score will be awarded the contract.

**6.7** The bidder's response to each item in the RFP must be identified with the same numbers and letters of the paragraph to which the response applies. Failure to number responses in this manner may adversely affect the scoring of the bidder's proposal if reviewers are unable to locate responses. Omitted responses result in no score for that section and no contribution to the overall score. The proposal should follow the format of the RFP.

**6.8** Evidence which indicates that the bidder, bidder's staff, and/or consultants have in any way attempted to influence the confidential nature of the review through contacts with Department staff or members of the Selection Review Committee will result in the automatic rejection of the bid.

**6.9** All proposals and scoring sheets shall be available for public inspection once the "Notice of Intent to Award Contract" letter has been posted publicly and/or mailed to all bidders.

## 7.0 PROTESTS

A. A "Notice of Intent" to award contract letter will be mailed to all bidders and posted publicly in the ADP lobby. The notice will specify the time period available for submission of protests against the awarding of the contract.

B. To file a protest, the bidder must provide a full and complete written statement specifying the grounds for the protest to the Contract Manager of ADP (use address, email or fax number in RFP section 11.0). Protests are limited to whether ADP followed the processes presented within this RFP. A protest may not challenge the judgment of the Selection Review Committee in determining a technical proposal's score. The protester(s) carries the burden of demonstrating the merits of the protest.

C. Bid protests must be received by the ADP Contract Manager by the protesting bidder(s) during the 5-day protest period. A written response will normally be rendered to the protester(s) within 10 working days of receipt of the protest.

## 8.0 NEWS RELEASES

News releases pertaining to an award resulting from this RFP will not be made without prior written approval of the Director of the Department.

## 9.0 DISPOSITION OF PROPOSALS

a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Letter of Intent" is posted.

b) Proposal packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

## 10.0 CONTACT FOR INFORMATION

Any questions the bidder may have concerning this RFP should be submitted in writing to the Contract Office by the date stated in RFP Section 4.2. Questions will be answered in a written summary, which will be mailed out to everyone who requested a copy of the RFP. Direct questions to the address, FAX or email listed in RFP Section 11.0.

## 11.0 LETTER OF INTENT

If your organization or firm intends to submit a proposal in response to this RFP, please send a Letter of Intent to apply by the date stated in RFP Section 4.4. The letter should be on agency letterhead, signed by a person officially representing the organization. Letters of Intent are requested for Department planning purposes only; they do not constitute a commitment to apply. Send the letter to:

Gregory Martinez
Department of Alcohol and Drug Programs
Contracts Office, Division of Administration
1700 K Street, First Floor
Sacramento, CA 95811-4037

You may also FAX your questions or letter of intent to (916) 324-5105 or E-mail to gmartinez@adp.ca.gov . To verify receipt you may call Gregory Martinez at (916) 327-8628.

# Attachment I

## Definitions

For the purposes of this RFP, the following definitions apply:

**Alcohol and Other Drug (AOD):** Any beverage containing alcohol (such as beer, wine, and whiskey) and other drugs (licit and illicit). Also appears as ATOD when addressing tobacco as well as AOD.

**Alcohol and Other Drug (AOD) Agencies:** Alcohol and drug service providers, alcohol and drug advisory boards, community organizations that provide AOD services, county alcohol and drug administrators, ADP, and other organizations involved in areas closely related to AOD treatment and recovery services.

**AOD Community Prevention:** The design, implementation, and maintenance of a comprehensive, integrated, inclusive, and culturally competent system of AOD prevention programs, services, policies, and initiatives to: 1) build community assets; and 2) reduce and manage the risks and problems attributable to and/or resulting from the availability and use of ATOD in a given community.

**AOD Prevention:** Policies, practices and procedures to prevent and reduce alcohol and other drug-related problems that adversely impact the health, safety and economic conditions of California residents and their communities. Prevention actions: a) modify social norms and conditions to counter harmful consequences resulting from AOD availability, manufacturing, distribution, promotion, sale and use; and b) effectively address at-risk and underserved populations and their environments. There are three prevention intervention risk levels in the continuum of services: universal, selective and indicated.

**AOD Prevention Field:** Entities involved in AOD prevention programs or initiatives, which includes community-based organizations or local groups; faith community; school systems; AOD prevention service programs/providers; county alcohol and drug administrators; ADP; and other local, county and state government agencies.

**Community Prevention Initiative (CPI):** Functions as TA and training for AOD community prevention development by serving AOD prevention organizations and practitioners throughout California. Its primary role is to identify and synthesize state-of-the-art AOD community prevention evidence-based findings into effective, culturally competent TA and training services that meet the needs of the AOD prevention services field.

# Attachment I

**California Outcome Measurement Service for Prevention (CalOMS-Pv):** A project initiated by the Department to collect prevention data from programs and county ADPs to meet reporting requirements for SAPT-funded services. *[**Note:** The acronym CalOMS is also defined as California Outcomes Measurement System for Treatment (CalOMS-Tx) which uses a database system created, hosted and maintained by the Department, as differentiated from CalOMS-Pv service contracted for prevention data collection.]*

**Center for Substance Abuse Prevention (CSAP):** An agency within the Substance Abuse and Mental Health Services Administration (SAMSHA) which is an operating division of the U.S. Department of Health and Human Services (HHS).

**Consultant:** An individual whose level or area of expertise extends beyond that possessed by the contractor's staff. The individual works for the contractor and may deliver technical assistance and training on the contractor's behalf.

**Consultation:** The provision of expert advice, guidance, or information through written correspondence, telephone conversations, or on-site assistance. On-site assistance is short-term in nature and programmatic in content and may be provided to the Department.

**Consultant Pool:** A group of consultants with diverse expertise in the area of AOD prevention.

**Continuum of Services:** An Institute of Medicine (IOM) model for public health that the Department uses to conceptualize AOD prevention-treatment-recovery services. There are three prevention interventions in the continuum:

1) Universal – serves an entire population, e.g., state, community, school, or neighborhood.
2) Selective – serves an identifiable subset of a population that is at higher risk of AOD problems by virtue of being members of this grouping, e.g., college students, dropouts, children of AOD abusers, or specific risk factors.
3) Indicated – serves an individual not diagnosable as needing AOD treatment, but who is experiencing AOD-related problem behaviors/consequences.

**Contractor:** The successful bidder awarded a contract under this proposal to deliver technical assistance and training service to the AOD prevention field and manage a consultant pool.

# Attachment I

**County Offices of Alcohol and Drug Programs (County ADPs):** Also referred to as County Alcohol and Drug Program Administrators who are individuals designated pursuant to the Health and Safety Codes to administer alcohol and other drugs (AOD) programs and funds for each county.

**Cultural/Linguistic Competence:** A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. "Culture" refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. "Competence" implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.*(Based on Cross, T., Bazron, B., Dennis, K., & Isaacs, M., (1989). Towards A Culturally Competent System of Care Volume I. Washington DC: Georgetown University Child Development Center, CASSP Technical Assistance Center).*

**Department (ADP):** The California Department of Alcohol and Drug Programs.

**Environmental Prevention:** Establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of the abuse of ATOD used in the general populations.

**Evidence-Based Practices:** Refers to prevention approaches that have been validated by some form of documented "evidence". It emphasizes balancing the scientific with the practical, and stands apart from approaches that are based only on tradition, convention, belief, or anecdotal evidence.

**Faith Community:** Clergy/lay leaders of various denominations and religious beliefs.

**Governor's Prevention Advisory Committee (GPAC):** Established in August 2002 to coordinate the State's strategic efforts to reduce inappropriate use of alcohol, tobacco and other drugs.

**Logic Model:** An analytical approach to planning effective prevention programs that outlines the specific problem(s) to be addressed, strategies to be used, expected outcomes, and the links between strategies and outcomes.

**Mentoring:** A relationship over a prolonged period of time between two or more people, where older, wiser, more experienced individuals assist youth through the human development process by providing constant, as needed support, guidance and concrete help to a minor whose at-risk environment increases their chance of exposure to teen pregnancy, academic failure, gangs and violence, use of alcohol and drugs and other at-risk behaviors.

# Attachment I

**Mentor Programs:** Organizations whose function is to provide mentoring services for youth living in at-risk environments.

**On-site:** A site other than the contractor's office such as recipient's location.

**Principles of Effectiveness (POE):** Prevention program accountability requirements developed by the U.S. Department of Education (USDOE) that governs the use of SDFSC Act prevention grant funds. TA contractors receiving SDFSC funds must comply with the POE by providing services that facilitate meeting all of the following:

1. Data Collection, Analysis and Utilization
   - Services are based on an assessment of objective data regarding the incidence of violence and illegal drug use in the K-12 public and private schools and communities to be served. This assessment should include an objective analysis of the current conditions and consequences regarding violence, ATOD use, including delinquency and serious discipline problems among students who attend these schools.
   - Services are based on an analysis of the risk factor data, including reported cases of child abuse and domestic violence, data on protective factors or assets, or other variables in schools and communities in the state identified through scientifically-based research.
2. Program Outcomes
   - Services are based on an established set of performance measures aimed at ensuring that the K-12 public and private schools and communities to be served by the program have a safe, orderly, and drug-free learning environment.
3. Science-Based Prevention
   - Services are predicated on scientifically-based research that indicates the program to be used will reduce violence and ATOD use.
4. Parent Involvement
   - Services provide for the meaningful and ongoing consultation with, and input from, parents in the development of the application and administration of the program or activity.
5. Evaluation
   - Programs and services undergo a periodic evaluation to assess progress towards reducing violence and ATOD use in schools, based on performance measures.

# Attachment I

- Evaluation results are used to refine, improve and strengthen the program; to refine performance measures; and make results available to the public.

**Safe and Drug Free Schools and Communities Act (SDFSCA):**
Refer to the *"SDFSC Act State Grants Guidance for State and Local Implementation of Programs"* located on the Department's website: http://www.adp.ca.gov/Prevention/SDFSC.shtml

**Specific Population Groups:** For the purpose of this proposal, specific population groups are defined to include African-Americans; Asians and Pacific Islanders; Chicanos/Latinos; Native Americans; gays/lesbians; elderly; women; youth; and people with disabilities.

**Strategic Prevention Framework (SPF):** A tool developed by CSAP in 2005 to plan and implement prevention strategies that systematically address AOD problems on a community or regional basis. The SPF has five steps: 1) assessment; 2) capacity; 3) planning; 4) implementation; and 5) evaluation. Throughout each step are concepts of cultural competence and sustainability. The SPF guides communities to evidence-based education, normative and regulatory approaches that involve practices and policies as well as programs. It is not linear; it is designed for continuous improvement.

**Technical Assistance (TA):** The provision of specialized services such as advice, guidance, consultation, coordination, instruction or training, and written materials to assist the AOD prevention field to better serve their community; and includes a range of programmatic and management issues related to AOD prevention strategies and activities, financial management, program design and administration, program evaluation, and policy development.

**Technical Assistance (TA) Day:** Eight hours of service providing TA and training. This may include time proportionately appropriate for preparation, travel, data analysis, report writing. Other activities, which directly support tasks within the scope of work, may be allowed with advance concurrence of ADP's project coordinator.

**Training Event:** A body of knowledge or set of skills provided to a group of people in a structural way, usually involving curriculum or course outline with supporting materials.

**U.S. Department of Education (U.S. DOE):** Governs the use of Safe and Drug Free Schools and Communities (SDFSC) Act prevention grant money.

# Attachment I

**Youth Development:** The ongoing growth process in which all youth are engaged in attempting to (1) meet their basic personal and social needs to be safe, feel cared for, be valued, be useful, and be spiritually grounded; and (2) to build skills and competencies that allow them to function and contribute in their daily lives, thereby preventing unhealthy behaviors and developing into capable people.

# Attachment II
## SAMPLE CONTRACT

**SCOPE OF WORK**

1. Contractor shall provide a minimum of 3,744 days of technical assistance (TA) and training statewide over the 36 month contract period to alcohol and other drug (AOD) prevention organizations and practitioners throughout California for AOD community prevention development.

   Contractor shall provide services as described in Section 1.7, Scope of Work and Deliverables, Exhibit A, Project Work Plans. (Note: Project Work Plans are based on the bidder's response to RFP)

2. The services shall be performed throughout California.

3. The project representatives during the term of this agreement will be:

| STATE AGENCY | CONTRACTOR |
|---|---|
| Name: Denise Evans | Name: |
| Title: Project Representative | Title: |
| Division: PSD - Prevention | Section/Unit |
| Address:<br>Dept. of Alcohol and Drug Programs<br>1700 K Street, 4th Floor<br>Sacramento, CA 95811-4037 | Address: |
| Phone: (916) 323-1818 | Phone: |
| Fax: (916) 323-0633 | Fax: |
| Email: devans@adp.ca.gov | Email: |

   Either party may make changes to the contact information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. **Contract Oversight**

   Contractor shall meet or confer with ADP's Project Representative at least once each month to review progress, formulate plans for the coming month, and discuss any difficulties or problems so that remedies can be developed as soon as possible.

   ADP's Project Representative or any authorized representative, has the right at any reasonable time to inspect, or otherwise evaluate, the work performed or being performed hereunder, including subcontract supported activities, and the premises on which it is being performed. If any inspection, or evaluation, is made by ADP of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of ADP representatives in the performance of their

# Attachment II
## SAMPLE CONTRACT

duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ADP's Project Representative or any authorized representative may also attend any events (e.g. conferences and training events) funded through this contract.

5. **Key Personnel/Consultants**

ADP reserves the right to approve in advance Contractor's key personnel, including consultants, to be assigned to this project, and to disapprove the continuing assignment of said key personnel provided under this Agreement. If any key personnel are unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall immediately offer substitute personnel for ADP approval. Key personnel are those assigned to perform under this contract, except those performing supporting activities (e.g. administrative assistance, secretarial, accounting, etc.)

Contractor shall obtain prior approval from ADP before utilizing consultants. A resume or vita shall accompany any request for consultant approval. If the consultant is approved by ADP, their resume or vita shall, by this reference become a part of this contract and be on file at ADP for public record. Consultants and their resumes submitted in the Contractor's proposal for this contract are a part of this contract by this reference and are on file at ADP.

6. **Subcontracts**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between ADP and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to ADP for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors is an independent obligation from ADP's obligation to make payments to the Contractor. As a result, ADP shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Contractor shall submit any subcontracts to ADP for approval prior to implementation. Upon termination of any subcontract, ADP shall be notified immediately.

The total of all subcontracting for this contract shall not exceed $50,000 or 25 percent of the total contract, whichever is less.

# Attachment II
## SAMPLE CONTRACT

7. **Scope of Work Minor Adjustments**

Minor adjustments of the tasks to be performed by the Contractor and any required due dates, that are mutually agreeable to ADP and the contractor, may be made without formal amendment. Adjustment that materially changes the contract, including changing the contract goals or objectives, or quantity and quality requirements, may not be made under this clause. Contractor shall provide a written request for the scope of work minor adjustment. The request shall contain a statement of the adjustment requested, a clear justification as to the need for the adjustment, and the adverse effects of not making the adjustment. If ADP agrees with the request, ADP's Project Representative and Contracts Manager shall approve and sign the justification and return a copy to the Contractor.

8. **Monthly Progress Reports**

Contractor must submit monthly, written progress reports, by the 15th of the following month, to ADP's Project Representative. The monthly report and itemized invoice shall correspond with your Project Work Plans including the clear identification of completed tasks and subtask, also to include information on monthly activities such as relevant data (statistical and anecdotal), problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems, etc. ADP's Project Representative may request that additional details be included in the monthly report. The monthly report must accompany the monthly itemized invoice for payment. Itemized invoices will not be processed until receipt of an acceptable corresponding monthly report.

9. **Final Report**

Contractor shall submit a final report to ADP describing contract services provided and outcome evaluation results to ADP no later than 30 days after the end of each 12-month contract period. Specific guidelines for writing the final report may be provided by ADP's project representative.

The final report shall be submitted on a CD-ROM in Microsoft Word.

# Attachment II
## SAMPLE CONTRACT

## BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

For services satisfactorily rendered, ADP agrees to pay the Contractor not more frequently than monthly in arrears, for actual expenditures incurred, upon receipt and approval of invoices.

Invoices must be billed to ADP, signed by an authorized representative, and include:

- Agreement number;
- Time period covered; and,
- Costs for Services completed for the period shall be identified and shall be in accordance with budget line items, and clearly associated with each task and subtask identified in the accepted project work plans.

Submit invoices to:

Denise Evans
Department of Alcohol and Drug Programs
1700 K Street, 4th Floor
Sacramento, California 95811-4037

ADP may request additional detail to support any cost stated on an invoice. Costs claimed on invoices must be consistent with the Project Work Plans tasks, sub tasks and activities as detailed with the Monthly Progress Report. The Monthly Progress Report and invoices will be carefully reviewed to ensure a direct link between activities and/or services and expenditures. Should inconsistencies be noted, ADP will not reimburse for questionable expenditures unless and until the inconsistency is resolved to the satisfaction of ADP.

See invoice, page 37 for an example of a recommended invoice format. You may use this invoice or your organization's forms or letterhead to submit your claims.

2. **Federal Funds Time Limit**

This contract is funded 100 percent by federal funds. These federal funds are time limited. In order for the Contractor to receive payment from the federal funds identified in this contract, the Contractor must submit invoices and reports within 30 days of the contract ending date. Failure to submit invoices and reports within the timeframes specified in the Contract will result in such invoices not being paid if the time for which such funds are available has expired.

# Attachment II
## SAMPLE CONTRACT

3. **Method of Payment**

The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures incurred. As required by the State Administrative Manual, 10 percent of each payment will be withheld as a final payment. No more than 90 percent of the contract amount will be paid prior to receipt of the annual report. For contracts that consist of tasks that will be completed on a yearly basis, the 10 percent withhold will be released upon completion of each project year.

4. **Ten Percent (10%) Withholding**

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, ADP shall withhold, from the invoiced payment amount to the Contractor, an amount equal to 10% of that payment. Such retained amount shall be held by ADP and only released to the Contractor upon ADP's staff determination that the Contractor has satisfactorily completed all of the required services or completed required tasks as stated in the Progress Payment clause. Contractor shall submit a final invoice requesting reimbursement of the 10 percent withheld. See Final Invoice Page 8 of this Exhibit for an example of a recommended final claim format. You may use this invoice or your organization's forms or letterhead to submit your final claim.

5. **Contract Budget**

Expenditures relating to this project shall be in accordance with the Budget, Exhibit B, Attachment 1.

6. **Budget Revisions - Informal**

Notwithstanding the amendment clause in Exhibit C, provided in the following link ***http://www.documents.dgs.ca.gov/ols/GTC-307.doc***, the contract budget may be revised, without formal amendment, within the limitation of this clause.

The budget format consists of categories and line items and, if applicable, indirect or administrative costs**.** The budget categories are Personnel Expenses, Operating Expenses, and DVBE Subcontractor. Line items are defined as those individual items listed under the budget categories.

Funds may be moved between the line items shown on the budget <u>within</u> the budget categories using funds from line items within the same category with the approval of ADP's Project Representative, the Program Supervisor/Manager, and ADP's Contracts

# Attachment II
## SAMPLE CONTRACT

Manager.

The indirect cost percentage may be decreased but not increased. The DVBE Subcontractor line item shall not be decreased.

Contractor shall submit a written justification for budget adjustments and revisions, along with an explanation on how the funds will be adjusted. Justifications must be approved by ADP's project representative, the Program Supervisor/Manager, and ADP's Contracts Manager. ADP may deny any revisions within its sole discretion. Revisions that have the effect of changing the contract objectives and methods will not be approved. Revisions that materially alter the contracted services will not be approved.

It is further understood that in no event shall the maximum amount payable under this Agreement exceed the amount specified on the face sheet of this agreement. Line items may not be added or deleted under this provision. In addition, revisions that would have the effect of reducing Contractors Disabled Veteran Business Enterprise (DVBE) commitments may not be made. Revisions not covered above will require a formal amendment.

7. **Budget Adjustments - Amendment Required**

Contractor may request formal amendment to this Agreement for changes to the budget that exceed the provisions of the Budget Revisions – No Amendment Required clause herein. Said request must include:

A. A written statement of the adjustment requested;
B. A detailed description of why the adjustment is necessary;
C. How the need for the adjustment came about;
D. Indicate the adverse effects of not approving the requested adjustment;
E. Indicate other alternatives available; and,
F. Include a revised budget with columns showing the original budget amounts, the adjustment(s), and the new amounts.

A formal amendment requires all necessary reviews and written approvals in advance of the effective date of such requested changes. ADP reserves the right to deny any request to amend this Agreement.

8. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

# Attachment II
## SAMPLE CONTRACT

9. **Expenditures**

Principles for determining allowable expenditures under this contract are as provided in one of the following applicable Cost Principles in the Code of Federal Regulations (CFR):
Cost Principles for State, Local & Indian Tribal Government (Title 2 CFR Part 225);
Cost Principles for Educational Institutions (Title 2 CFR Part 220);
Cost Principles for Non-Profit Organizations (Title 2 CFR Part 230); and,
Cost Principles for Commercial Organizations, Federal Acquisition Regulation, (Title 32 CFR 31.2, et seq.)

These Cost Principles can be accessed through the Internet at the following address:

www.gpoaccess.gov/cfr/index.html. These Cost Principles replace the Office of Management and Budget Circulars A-87, A-21, and A-122.

10. **Travel and Per Diem**

Reimbursement for travel and per diem expenses from ADP under this Agreement shall, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA). If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior written authorization from ADP.

11. **Authorization for Purchases**

Prior authorization in writing by ADP will be required before Contractor will be reimbursed for any purchase order or subcontract exceeding $5,000 for any articles, supplies, equipment or services or for any fee, or other payment, and for consultation costs exceeding $350 per day, except for public utility services.

The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price.

For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. If other than the lowest bidder or a sole-source provider is selected, justification must be presented to ADP for prior approval.

# Attachment II
## SAMPLE CONTRACT

12. **Budget Contingency Clause**

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

B. Contractor shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, ADP shall have the option to either cancel this Agreement with no liability occurring to ADP, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. ADP retains the right to cancel this contract, without cause, with 30 days notice to the Contractor.

13. **Federal Funds**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to ADP by the U. S. Government for the Fiscal Year(s) covered by this agreement for the purposes of this program.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the U.S. Congress or any statute enacted by the U.S. Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the U.S. Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

ADP has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The contractor shall obtain a limited scope fiscal audit, to be completed within nine months after the close of the contractor's fiscal year. Upon completion of the limited scope audit, a copy of the audit report and any findings shall be provided to ADP's Project Representative.

# Attachment II
## SAMPLE CONTRACT

14. **Revenue Restrictions**

Contractor agrees that any fees, refunds, rebates, credits, interest or other amounts accruing to or received by the Contractor under this Agreement shall:

a. Be adequately documented as to their receipt and use. Such documentation shall be provided to ADP upon request.

b. Be utilized to off-set project costs approved by the ADP in writing.

c. Be paid by the Contractor to ADP, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by ADP under this Agreement, if not utilized to off-set project costs.

Unless stated in the Scope of Work of contract, Contractor may not charge participants a registration fee or fee for services.

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## SAMPLE CONTRACT

### INVOICE

Billed To:
Dept. of Alcohol and Drug Programs
Attn: _____
1700 K Street, __ Floor____
Sacramento, CA 95814-4037

Contractor:
_____
_____
_____

Contract Number: _____

Invoice Period: _____

See Invoice Instructions on next page

| BUDGET LINE ITEMS (Must match approved contract) | BEGINNING BALANCE (1) | REVISIONS (2) | ADJUSTED BALANCE (3) | CURRENT EXPENSES (4) | ENDING BALANCE (5) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| GRAND TOTAL | | | | | |
| LESS 10% WITHHOLD | | | | | |
| AMOUNT OF INVOICE | | | | | |

| FOR ADP USE ONLY | FOR CONTRACTOR'S USE |
|---|---|
| I hereby certify that all goods, services and required reports have been received pursuant to the contract.<br>**X** | PLEASE USE BLUE INK FOR SIGNATURE<br>**X** |
| PROJECT REPRESENTATIVE DATE | CONTRACTOR'S ORIGINAL SIGNATURE |
| **FUNDING INFORMATION FOR THIS INVOICE** | DATE |
| FEDERAL GRANT NAME AND AWARD YEAR | CONTACT PERSON (PLEASE PRINT) |
| STATE FISCAL YEAR | TELEPHONE NUMBER |
| INDEX OBJECT PCA | EMAIL ADDRESS |

# Attachment II
## SAMPLE CONTRACT

### INVOICE INSTRUCTIONS

BUDGET LINE ITEMS: Enter the line items exactly as budgeted in the approved contract.

COLUMN (1) "BEGINNING BALANCE" - Enter the Ending Balance, column (5), of the prior invoice. (For the initial "Beginning Balance" enter line items exactly as budgeted in the approved contract).

COLUMN (2) "REVISIONS" – Use this column only if making revisions to the contract budget which are necessary to accommodate current expenses listed on invoice.

NOTE: Please read your contract to determine your budget revision limitations.

COLUMN (3) "ADJUSTED BALANCE" – Use this column only when column (2), Revisions, was used. Column (1) plus/minus column (2) = column (3).

COLUMN (4) "CURRENT EXPENSES" – Enter expenses to be claimed by this invoice. These amounts must not exceed the adjusted balances in column (3).

COLUMN (5) "ENDING BALANCE" – The amounts in this column are arrived at as follows:

A. Column (1) minus column (4) = column (5).

B. If a revision was made, column (3) minus column (4) = column (5).

NOTE: Column (5) becomes the Beginning Balance, column (1) on your next invoice.

# Attachment II
## SAMPLE CONTRACT

### FINAL INVOICE

Billed To:
Dept. of Alcohol and Drug Programs
Attn: Contract Monitor
1700 K Street, Floor___
Sacramento, CA 95814-4037

Contractor:
_____
_____
_____
Contract #: _____

This is our claim for the 10 percent that has been withheld from our monthly invoices.

| MONTH | AMOUNT |
|---|---|
| JANUARY | |
| FEBRUARY | |
| MARCH | |
| APRIL | |
| MAY | |
| JUNE | |
| JULY | |
| AUGUST | |
| SEPTEMBER | |
| OCTOBER | |
| NOVEMBER | |
| DECEMBER | |
| TOTAL | |

Please pay this amount less any outstanding amounts owed to ADP.

| FOR ADP USE ONLY | FOR CONTRACTOR'S USE |
|---|---|
| I hereby certify that all goods, services and required reports have been received pursuant to the contract.<br><br>**X** | PLEASE USE BLUE INK FOR SIGNATURE<br><br>**X** |
| PROJECT REPRESENTATIVE DATE | CONTRACTOR'S ORIGINAL SIGNATURE |
| **FUNDING INFORMATION FOR THIS INVOICE** | DATE: |
| FEDERAL GRANT NAME AND AWARD YEAR | CONTACT PERSON (PLEASE PRINT) |
| STATE FISCAL YEAR | TELEPHONE #: |
| INDEX OBJECT PCA | EMAIL ADDRESS: |

# Attachment II
## SAMPLE CONTRACT

## GENERAL TERMS AND CONDITIONS

**PLEASE NOTE:** Exhibit C will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

## SPECIAL TERMS AND CONDITIONS

1. **Amendments**

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

2. **Conflict of Interest**

Contractor acknowledges that state laws on conflict of interests, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code, Section 1090, apply to this contract.

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and if the contract is for an amount over $5,000 (Public Contract Code, Section 10369).

4. **HIPAA Provision**

If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. ADP reserves the right to amend this Contract to assure compliance with HIPAA.

5. **Disputes**

If Contractor believes that there is a dispute or grievance between Contractor and ADP arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Project Representative. If the issue cannot be resolved at this level, Contractor shall adhere to the following procedures:

# Attachment II
## SAMPLE CONTRACT

A. If the issue cannot be resolved informally with ADP's Project Representative, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's Program Services Division Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within 10 working days of receipt of the written grievance report from the Contractor, the Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Division Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, listed below.

B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from ADP's Project Coordinator. Contractor's letter of appeal must be submitted within 10 working days of the receipt of the Program Services Division Deputy Director's written decision. The Chief Deputy Director shall, within 20 working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

6. **Right To Terminate**

A. Termination without Cause: ADP reserves the right to terminate this agreement subject to 30 days written notice to the Contractor.

B. Termination for Cause: ADP can terminate this agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on ADP's notification letter to the Contractor.

7. **Right to Suspend**

A. ADP has the right to suspend performance of this contract to comply with any Executive Order. The initial notification may be a verbal directive issued by either the ADP Contract Representative or the ADP Contracts Manager. Once the Contractor is notified that ADP is suspending the contract, all services and deliverables related to this contract shall cease.

B. Written notification with directions on how the suspension will proceed will be provided within 30 days of the verbal notification. Any resumption of work will be at ADP's discretion. If the contract resumes, any changes to services,

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deliverables, and/or dates resulting from the contract suspension shall be at ADP's discretion.

8. **Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations super- imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

9. **Computer Software**

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

10. **Domestic Partners Act**

Pursuant to Public Contract Code, Section 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of $100,000 or more with a Contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

11. **Nondiscrimination in Service, Benefits, and Facilities**

A. Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, sexual orientation, or disability as provided by state and federal laws.

B. For the purpose of this contract, distinctions on the grounds of race, color, creed, national origin, sex, age, sexual orientation, or disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner

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or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and, the assignment of times or places for the provision of services on the basis of the race, color, creed, national origin, sex, age, sexual orientation, or disability of the participants to be served.

C. Contractor will ensure that subcontracts provide services to intended beneficiaries without regard to race, color, national origin, sex, age, sexual orientation, or disability.

D. Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, sexual orientation, or disability will be resolved by ADP pursuant to Title 9, California Code of Regulations Chapter 6, commencing with Section 10800.

E. Contractor shall post, in a manner accessible to service participants, information of their rights including the right to file a complaint alleging discrimination or a violation of their civil rights with ADP.

F. Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by persons with disabilities pursuant to 45 Code of Federal Regulations (CFR), Parts 84, Section 84.21 and 84.22 and 28 CFR, Part 35, commencing with Section 35.101.

G. Contractor shall keep records, and at the request of ADP, submit all required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 CFR, Parts 80, 84 and 90, Section 80.6, 84.61, and 90.42 and 28 CFR, Part 35, commencing with Section 35.101.

12. **Subcontract Requirements**

A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. The Contractor shall obtain three bids or justify a sole source award.

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1. The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.

2. The State may identify the information needed to fulfill this requirement.

3. Unless otherwise mandated by the funding agency (i.e., Federal Government), ADP may only pay the Contractor's overhead charges or indirect costs on the first $25,000 of each subcontract.

B. ADP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement. Upon receipt of a written notice from ADP requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by ADP.

C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of ADP. ADP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by ADP.

D. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by ADP, make said copies available for approval, inspection, or audit.

E. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by ADP to the Contractor.

F. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.

G. When entering into a consulting service agreement with ADP, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.

1. Budget detail format and submission requirements will be determined by ADP.

2. Methods of including budget detail in this agreement, if applicable, will be

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determined by ADP.

3. Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment.

H. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.

I. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until (3) years after termination of (*Agreement Number*) and final payment from ADP, to permit ADP, Bureau of State Audits, or Department of General Services, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

J. Unless otherwise stipulated in writing by ADP, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

13. **Incorporated Request For Proposal Documents**

This agreement is comprised of the terms of this Standard Agreement (STD 213) including Exhibits and the following Request for Proposal (RFP) documents which are incorporated herein and made a part of this contract by this reference:

A. Request for Proposal ADP-RFP 09-03 entitled: Community Prevention Initiative (CPI) – Technical Assistance and Training Project. This RFP is on file at ADP, Contracts Office.

B. The Contractor's written proposal in response to the above named RFP.

This proposal is on file at ADP, Contracts Office.

14. **Order of Precedence**

In the event that there are any inconsistencies and/or ambiguities between this contract and any incorporated documents, the following order of precedence shall be used to interpret the contract requirements.

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## SAMPLE CONTRACT

A. Applicable state and federal laws;

B. The terms of the Standard Agreement (STD 213) including all exhibits and attachments;

C. Request for Proposal ADP-RFP 09-03 entitled: Community Prevention Initiative (CPI) – Technical Assistance and Training Project; and,

D. Contractor's response to the RFP.

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## ADDITIONAL PROVISIONS

1. **Federally Funded Contracts**

The following laws apply to persons or entities doing business with the State of California with federal funds.

A. **Safe and Drug Free Schools and Communities Act**

Title 20 United States Code commencing with sections 7111 et. seq. and 7801 et. seq. Safe and Drug-Free School and Communities Act funds in conformation with applicable Federal Education Department General Administrative Regulations (EAGAR) in 34 Code of Federal Regulations (CFR) Parts: 74, 76, 77, 79, 80, 81, 82, 85, 97, 98, and 99 and the regulations in 34 CFR Part 299. The Catalog of Federal Domestic Assistance Number is 84.186. Federal Award years are 2009, 2010 and 2011 with a grant period of expenditures of funds through September 30, 2012.

B. **Substance Abuse Prevention and Treatment Block Grant**

This contract is governed by Government Code 16366.1 and following; the federal authorization provisions of Title 42 United States Code (U.S.C.), 300x-21 et seq.; and Title 45 Code of Federal Regulations (CFR), Part 96. The Catalog of Federal Domestic Assistance Number is 93.959. Federal Award years are 2009, 2010, 2011 and 2012 with a grant period of expenditures of funds through September 30, 2012.

C. **Salary Restriction**

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to pay the salary of an individual at a rate in excess of the amount set by the Federal National Institute of Health.
**Reference**: http://grants.nih.gov/grants/policy/salcap_summary.htm.
Note: At the time of this writing the cap was $191,300 per year direct salary exclusive of overhead, fringe benefits, and general and administrative expenses.

D. **Prohibition Against Supporting Lobbying Activities**

By signing this contract, Contractor certifies that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to support lobbying activities to influence proposed or pending federal or state legislation for appropriations. This prohibition is related to the

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use of federal grant funds and is not intended to offset your right, or that of any other organization, to petition Congress, or any other level of Government, through the use of other resources. (Reference 31 U.S.C. 1352)

E. **Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

1. Government Contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

F. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions** (Reference: 29 CFR, Part 98, Section 510)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor agrees that it will include the above debarment clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Lower tier covered transactions is defined as:

1. Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.

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2. Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a primary covered transaction.

3. Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are:

   a. Principal investigators;
   b. Providers of federally-required audit services; and/or,
   c. Researchers.

2. **Event Locations**

Select event locations that meet State accessibility requirements for persons with disabilities. Note: event notices must include the following statement: "If you need a disability-related reasonable accommodation/alterative format for this event, please contact (name) at (phone number, E-mail address, and TDD number) by (a date up to two weeks prior to the event)." Contractor is responsible for providing any needed disability-related reasonable accommodations/alterative formats.

3. **Publications – Alternative Formats**

In accordance with the California Government Code section 11135 and Title II, ADA requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability." In addition, publications must be made available in other languages if requested by a mono-lingual person. Contractor is responsible for providing publication alterative formats.

4. **Contract Product Review**

A. All contract products produced under this contract shall be produced according to the requirements as stated in the project work plans.

B. Prior to release, ADP shall have the right to review products produced as a result of this contract and request changes to those products. Contractor shall use it best efforts to incorporate requested changes.

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5. **Contract Product Disclaimer/Credit Statements**

A. If requested by ADP, all products, including published materials, reports, brochures, posters, videos, etc. developed or used as part of this contract, shall contain the following or similar disclaimer statement: "The opinions, findings, and conclusions herein stated are those of the authors and not necessarily those of the State of California, Department of Alcohol and Drug Programs."

B. If requested by ADP, all products, including printed materials, reports, brochures, posters, videos, etc. developed or used as part of this contract shall contain the following or similar credit line: "Support for this project has been given by the State of California, Health and Human Services Agency, Department of Alcohol and Drug Programs".

6. **Rights In Data**

A. Subject Data. As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

B. Federal Government and State Rights. Subject only to provisions of (C) below, the Federal Government and State of California may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.

C. License to Copyrighted Data. In addition to the Federal Government and State of California rights as provided in (B) above, with respect to any subject data which may be copyrighted, the Contractor agrees to and does hereby grant to the Federal Government and State of California a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate or dispose of such data in any manner for State of California or Federal Government purpose and to have or permit others to do so. Provided, however, that such license shall be only to the extent that the Contractor now has or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

D. Marking and Identification. Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or

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subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon Subject Data, and if such markings are affixed, the Federal Government or State of California shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

E. Subcontractor Data. Whenever any Subject Data is to be obtained from a subcontractor under this contract, the contractor shall use sections A, B, C, and D of this clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's; or State of California's rights in that subcontractor Subject Data.

F. Deferred Ordering and Delivery of Data. The Federal Government or State of California shall have the right to order at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Contractor shall exercise its best efforts to prepare and deliver such data as is ordered.

G. The Federal Government's or State of California's right to use data delivered pursuant to this paragraph shall be the same as the right in Subject Data as provided in paragraph (B) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date of acceptance of such items. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustments or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State of California and/or Federal Government, whichever ordered the production of the data.

7. **Contract Product Rights and Licenses**

Contractor shall use its best efforts to secure all rights and licenses necessary for the creation, production or development of the products executed under this contract.

8 **Prior Approval of Training Events/Conferences**

Contractor will be required to obtain prior ADP approval of the locations, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training event, seminar, workshop, or conference and for any reimbursable publicity or educational materials to be made available for

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distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media. This requirement does not apply to necessary staff meetings to conduct routine business matters.

9. **Confidentiality of Information**

In performing work under this contract, Contractor shall take reasonable precautions to protect the confidentiality, integrity, and availability of State information assets (defined in SAM 4840.4). Contractor agrees to promptly report to the Department Information Security Officer or Chief Information Officer any significant information security vulnerability, threat, or breach known or suspected by the Contractor to exist.

10. **Editorial Guidelines**

Contractor shall use its best efforts to use the following guidelines when writing or speaking about alcohol and other drugs:

“Alcohol and other drugs” is the preferred expression when writing or speaking about drugs, including alcohol. In referring to problems associated exclusively with alcohol, there is no need to use the expanded expression.

“AOD” is an abbreviation that may be used in place of “alcohol and other drugs.” It should be defined at first mention in each chapter or section. It is better used as a modifier (e.g., “AOD use/abuse”) than as a noun (e.g., “the use of alcohol and other drugs”). The judicious use of the term AOD is helpful where it aids conciseness and clarity and should not be employed as a wholesale replacement for the complete expression.

“AOD use (or abuse) prevention,” “AOD problem prevention,” or preventing alcohol and other problems” (or, as appropriate, “use,” “misuse,” or “abuse”) are preferable expressions rather than “AOD prevention.” Alcohol and other drugs cannot be prevented; only their use, misuse, or abuse can be prevented.

Illegal vs. Illicit: Drugs themselves are either illicit or licit; their use can be either illegal or legal. For example, the purchase or public possession of alcohol, licit drug, is illegal for underage youth.

War metaphors such as “war on drugs” are generally not appropriate in prevention message. The various aspects of prevention can be communicated effectively without using military language, which is offensive to many cultures and individuals, and may imply that prevention can be accomplished just by eliminating the drug supply from our Nation.

The term “use” should be employed when making statements about people who

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should not drink alcohol: youth, pregnant women, recovering alcoholics, or operators of motor vehicles or other machinery. Otherwise, the terms “misuse” and “abuse” are more appropriate. Concerning illicit drugs, the term “use” may connote less of a judgment than the term “abuse,” which may imply that “use” is permissible but “abuse” (undefined) is not. Controversy surrounds this issue, but efforts should be made to be clear about intended meaning.

Because a person does not have to be drunk to be impaired, the term “alcohol-impaired driving” or “drinking and driving” is preferable to “drunk driving.” When writing about vehicle collisions associated with alcohol and other drug use, use “crashes,” “injuries,” or “incidents.” “Accident” suggests that the event was random, inevitable, and therefore could not have been avoided.

Use “safety belt” instead of “seat belt” to emphasize the protective benefits of this device.

Whenever possible, attempt to be specific regarding the alcoholic beverage under discussion rather than using the general terms “liquor” or “spirits.”

“Alcohol and other drug use” or “abuse” is preferable over “substance abuse” or “substance use.”

Avoid the generic use of the terms “chemical use” and “chemical abuse” unless referring directly to chemically produced drugs.

Avoid using the term “hard” or “soft” drugs because these terms imply that some drugs, such as marijuana, are virtually harmless.

Use “injected drugs” or “injectable drugs” rather than the term “IV drugs” or “IV use.”

Avoid the term “recreational use of drugs,” which trivializes drug-taking behavior.

Use “mind-altering drugs” rather than “mood-altering drugs” because the latter does not reflect the potentially powerful physiological effects of alcohol and other drugs.

Use “crack cocaine” instead of “crack” because crack cocaine is a derivative of cocaine.

Avoid phrases such as “getting high,” “tripping out,” or “hooked.” These slang expressions trivialize the effects of alcohol and other drug use.

Avoid using derogatory terms such as “drunks,” “potheads,” “dope fiends,” or “drug addicts.” These expressions show a lack of respect for individuals with

# Attachment II
## SAMPLE CONTRACT

alcohol and other drug problems.

Use “spitting tobacco” instead of “smokeless tobacco” or “chewing tobacco” to deglamorize the product and to place emphases on the mouth and throat areas where medical problems associated with these products can occur. Use “housing development” instead of “housing project,” “slum, or slum dwelling”

# Attachment III

## TECHNICAL ASSISTANCE EVALUATION

TA Number:_____

Client Agency: _____
Consultant(s) who provided service: _____
Evaluation completed by: _____

**Please indicate if the technical assistance (TA) you received was a Consultation___ or Training ___**

1. How helpful was the information?

   __ no help __ almost no help __ of limited help __ moderately helpful __ very helpful

2. Please indicate how the information/assistance was helpful, or if it was not helpful why.

   _____
   _____

3. Please tell us how the technical assistance was helpful in building the capacity of your organization.

   _____
   _____

4. Please tell us how the consultation/training was helpful in assisting your program with implementing the POEs (needs assessment, performance measures, scientifically based research, risk factors/protective factors, parental involvement) and at risk youth, evaluation/evaluation planning, logic model, fidelity and adaptation, strategic and community planning, and working with LEAs.

   _____
   _____

5. If you have not found the information/assistance helpful yet, do you think it will be in the future?

   ☐ Yes ☐ No ☐ Not applicable

**Please rate the TA using a scale of 1 to 5 (1 is least effective, 5 is most effective).**

1. (Contractor Name) arranged for the delivery of TA services in a timely and adequate manner:

   1 2 3 4 5

2. The consultant/trainer appeared competent in his/her field and brought the necessary background and experience for dealing with the designated problem area:

   1 2 3 4 5

3. The consultant/trainer dealt fully and adequately with the specific areas of requested assistance.

   1 2 3 4 5

4. The consultant's/trainer's recommendations were timely, practical, and addressed our needs:

   1 2 3 4 5

5. How would you rate the responsiveness of the Contractor's consultants and staff in meeting your consulting/training needs?

   1 2 3 4 5

Does your organization require additional assistance at this time? ☐ Yes ☐ No

Please add any additional comments or suggestions for improvement on the back of this page.

**Thank you for your feedback!**

**If you have any questions or future technical assistance needs, please contact us:**

**Name of Contractor:**
**Address:**
**Contact Person:**
**Telephone Number:** **FAX Number:**
**E-mail Address:**

# Attachment IV

## TECHNICAL ASSISTANCE AND TRAINING 90-DAY FOLLOW-UP EVALUATION

Contact Name:
Client Organization:
Address:

Consultant(s) who provided service:

Evaluation completed by:

Please respond to the following questions about the technical assistance or training you received through (insert Contractor name).

| | *Very* | *Somewhat* | *Not Very* | *Not at All* | *Don't Know* | *N/A* |
|---|---|---|---|---|---|---|
| 1. How useful was the TA or training to your organization? | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 2. How relevant was the TA or training to your organization's goals? | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 3. How useful was the TA or training in helping you understand the application of the POEs. | | ☐ | ☐ | ☐ | ☐ | |

| | *Yes, Many* | *Yes, Some* | *No, Not Many* | *None at All* | *Don't Know* | *N/A* |
|---|---|---|---|---|---|---|
| 4. Were you given practical examples during the TA or training? | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 5. Were you given suggestions for applying the information in your own organization? | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

| | *Definitely* | *Probably* | *Probably Not* | *Definitely Not* | *Don't Know* | *N/A* |
|---|---|---|---|---|---|---|
| 6. Would you recommend TA or training to colleagues? | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 7. In retrospect, was the time you spent in TA or training worthwhile? | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

7a) If not, why?

8. What elements of the TA or training were most useful? *Please be specific.*

# Attachment IV

9. What elements of the TA or training were least useful? *Please be specific.*

10. What elements of the TA or training have you put into practice? *Please be specific.*

11. How often have you participated in the following activities since the TA or training?

| | *Very Often* | *Often* | *Not Very Often* | *Never* | *Don't Know* | *N/A* |
|---|---|---|---|---|---|---|
| a) Shared some of the acquired information with others. | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| b) Used TA or training materials. | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| c) Applied ideas from the TA or training to the operations of your organization. | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

11. Have you formally trained others in what you learned?

☐ Yes ☐ No

↓

If yes: a) How many people have you trained? _____

b) Whom did you train?

☐ Subordinates
☐ Supervisors
☐ Other colleagues
☐ Persons outside the organization

Thank you for your responses. Please write any additional comments or suggestions below, or feel free to contact :

*Name of Contractor:*
*Address:*
*Contact Person:*
*Telephone Number:*
*FAX Number:*
*E-mail Address:*

# Attachment V

*TECHNICAL ASSISTANCE APPLICATION*

## Alcohol and Other Drug (AOD) Abuse Technical Assistance Project

ADMINISTERED BY (*CONTRACTOR NAME*)
FOR THE
CALIFORNIA DEPARTMENT OF
ALCOHOL AND DRUG PROGRAMS

Please submit completed application **<u>four weeks prior</u>** to proposed training to:

Name of Contractor:
Address:
Contact Person:
Telephone Number:
FAX Number:
E-mail Address:

# Attachment V

APPLICANT INFORMATION

**TA #: _____**

Contact Person: _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____ County: _____

Phone: _____ Fax: _____

E-Mail: Website:

2. Please check **one** of the following categories that best describes your organization:

- o Business/Professional Association
- o Board
- o Coalition/ Community Partnership
- o Community-Based Organization
- o County ADP
- o Other County Agency
- o City Agency
- o State Agency
- o Federal Agency
- o Education K – 12
- o College
- o Other: _____
- o Health Service Agency
- o Law Enforcement
- o Neighborhood/Housing
- o Religious Organization
- o FNL/Club Live

3. How did you hear about our Prevention TA services? (Please check **one**.)

- o Prevention Training Event/Brochure
- o County Alcohol and Drug Program
- o State Department of Alcohol and Drug Programs (DADP)
- o Colleague
- o Previous Utilization
- o Other: _____
- o Internet
- o Consultant

4. Please write a brief description of your organization:

_____

_____

5. What is the primary funding source(s) for your organization? _____

_____

B. **TECHNICAL ASSISTANCE INFORMATION (Use additional paper, if necessary.)**

1. What kind of assistance is needed? (Check all that apply)

- o Training
- o Consultation
- o Facilitation
- o Product Development

**Please Describe:** _____

_____

_____

_____

# Attachment V

Identify your primary goal(s) to be achieved through the requested technical assistance or training.

Goal: _____

Outcome(s): 1. _____

2. _____

3. _____

2. Describe any previous attempts to address the TA need(s) or obtain consultation or other resources. Also describe the results of those attempts:

_____

_____

3. Proposed training date(s) or timeline: _____

4. Estimated number of participants: _____

5. Where will consultation occur? _____

6. Identify the geographic area(s) to be served by technical assistance or training service.

   o County/Local o Regional (inter-county) o Statewide

7. Please identify the population(s) that will be most impacted by the technical assistance or training services. (Check all that apply)

**Gender:** o Male o Female o Both

**C.** Age Group: o **Children** o **Adolescents/Teens** o **Adults** o **Seniors** o **No Specific Age**

**Ethnic Groups:**

o African American o Caucasian o Native American o No Specific Group

o Asian/Pacific Islander o Latino o Other: _____

8. Does your organization have resources to pay for or share the cost of the technical assistance or training services? o Yes o No

9. If yes, please describe the resources your organization can provide (e.g., funding for consultation fee, photocopy training materials, consultant's travel costs, etc.)

_____

_____

_____

10. Are you requesting a specific consultant or consultants? o Yes o No

If yes, please specify: _____

# Attachment VI

## MONTHLY REPORT FORMAT

**1) Provide status update on each project goal and objective**

**2) The monthly report must include a summary of TA requests with a brief description of each request as indicated in the attached Technical Assistance Outcome Report outline. This summary must include funding source used for request (SAPT/SDFSC).**

**3) Provide the following in table format (sample tables attached):**

**Table 1: Summary of TA Requests and Assignments**
**Table 2: Technical Assistance Day Utilization**
**Table 3: Technical Assistance Requests by County**
**Table 4: Referral Source**
**Table 5: Type of Organization Making Request**
**Table 6: Type(s) of Technical Assistance Needed**
**Table 7: Technical Assistance Subject Area (including SDFSC requirements)**
**Table 8: Summary of Training Events**
**Table 9: Training Events This Month**

**4) Indicate any problems or difficulties identified during the month and methods used or recommendations for resolving problems or difficulties.**

# Attachment VI

## TECHNICAL ASSISTANCE (TA) OUTCOME REPORT
## (Provide the following information for each TA Provided)

1. **Name / Address / Contact Person of Group Requesting Assistance**

2. **SDFSC or SAPT funded program**

3. **Name of TA Provider (Contractor or Consultant)**

4. **Date(s) TA Provided**

5. **Who was Trained (i.e., line staff, manager, board members, etc.)**

6. **Narrative Description of TA Services Provided**

   A. **Background – Description of problem or need addressed by technical assistance (including issues relative to SDFSC requirements).**

   B. **Description of services provided**

   C. **Number and description of target population(s) service is provided to.**

   D. **Findings/Outcomes/Observations**

   E. **Recommendations**

   F. **Other**

7. **Amount of Hours Spent by TA Provider**

   _____ **Preparation**
   _____ **Travel**
   _____ **Direct Services (Consultation and/or Training)**
   _____ **Other (Specify)** _____

8. **Attach List and Copies of Relevant Materials (i.e., outlines, sign-in sheets, evaluation forms, etc.)**

# Attachment VI

**TABLE 1**

## Summary of TA Requests and Assignments (Without Training Events)

| Technical Assistance | Number | |
|---|---|---|
| | Month | To Date |
| Total Requests | | |
| SAPT Requests | | |
| SDFSC Requests | | |
| Assignments Completed | | |
| Assignments in Progress | | |
| Requests Canceled | | |
| Requests Referred | | |
| Requests Denied | | |

**TABLE 2**

## TA Day Utilization

| Type of Activity | Days in Progress | Days Completed | Total Days |
|---|---|---|---|
| 1) ADP Requested TA | | | |
| TA/Training | | | |
| 2) Community Client Requested TA | | | |
| Served by consultants | | | |
| Served by Staff | | | |
| Served by Workshops | | | |
| 3) Documents, Resource Development, Newsletters | | | |
| TOTAL | | | |

# Attachment VI

## Table 3

## TA Requests by County

| County | Month Requests | Total to Date | Percent to Date | County | Month Requests | Total to Date | Percent to Date |
|---|---|---|---|---|---|---|---|
| Alameda | | | | Placer | | | |
| Alpine | | | | Plumas | | | |
| Amador | | | | Riverside | | | |
| Butte | | | | Sacramento | | | |
| Calaveras | | | | San Benito | | | |
| Colusa | | | | San Bernardino | | | |
| Contra Costa | | | | San Diego | | | |
| Del Norte | | | | San Francisco | | | |
| El Dorado | | | | San Joaquin | | | |
| Fresno | | | | San Luis Obispo | | | |
| Glenn | | | | San Mateo | | | |
| Humboldt | | | | Santa Barbara | | | |
| Imperial | | | | Santa Clara | | | |
| Inyo | | | | Santa Cruz | | | |
| Kern | | | | Shasta | | | |
| Kings | | | | Sierra | | | |
| Lake | | | | Siskiyou | | | |
| Lassen | | | | Solano | | | |
| Los Angeles | | | | Sonoma | | | |
| Madera | | | | Stanislaus | | | |
| Marin | | | | Sutter | | | |
| Mariposa | | | | Tehama | | | |
| Mendocino | | | | Trinity | | | |
| Merced | | | | Tulare | | | |
| Modoc | | | | Tuolumne | | | |
| Mono | | | | Ventura | | | |
| Monterey | | | | Yolo | | | |
| Napa | | | | Yuba | | | |
| Nevada | | | | Statewide | | | |
| Orange | | | | TOTAL | | | |

# Attachment VI

## TABLE 4

## Referral Source

| Source | Requests in Month | Total to Date(TTD) | This Month as % of TTD | Percent to Date |
|---|---|---|---|---|
| Consultant | | | | |
| County AOD Program | | | | |
| Training Event/Brochure | | | | |
| Internet | | | | |
| Previous Utilization | | | | |
| State ADP | | | | |
| Colleague | | | | |
| Unknown | | | | |
| Other | | | | |
| TOTAL | | | | |

## TABLE 5

## Type of Organization Making Request

| Organization Type | Requests in Month | Total to Date (TTD) | This Month as % of TTD | Percent to Date |
|---|---|---|---|---|
| Board | | | | |
| City Agency | | | | |
| Community Partnership | | | | |
| Community-Based Organization | | | | |
| County AOD Program | | | | |
| County Agency – Other | | | | |
| Federal Agency | | | | |
| Health Service Agency | | | | |
| Law Enforcement | | | | |
| Neighborhood/Housing | | | | |
| Non-Profit Organization | | | | |
| Professional Association | | | | |
| Religion-Based Organization | | | | |
| State ADP | | | | |
| State Agency – Other | | | | |
| Other | | | | |
| Unknown | | | | |
| TOTAL | | | | |

# Attachment VI

## TABLE 6

## Type(s) of TA Needed*

| Type of TA | Requests in Month | Total to Date (TTD) | Total Type as % of Requests |
|---|---|---|---|
| Technical Assistance/Consultation | | | |
| Training | | | |
| Facilitation | | | |
| TOTAL | | | |

## TABLE 7

## TA Subject Areas

| Subject Area | Requests in Month | Total to Date (TTD) | Total Type as % of Requests |
|---|---|---|---|
| Needs Assessment | | | |
| Performance Measures | | | |
| Scientifically Based Research | | | |
| Risk Factors/Protective Factors | | | |
| Parental Involvement | | | |
| At Risk Youth | | | |
| Evaluation/Evaluation Planning | | | |
| Logic Model | | | |
| Fidelity and Adaptation | | | |
| Cultural Competency | | | |
| Strategic and Community Planning | | | |
| Resource/Fund Development | | | |
| Program Development & Management | | | |
| Other | | | |
| TOTAL | | | |

# Attachment VI

## TABLE 8

### Summary of Training Events

| | Training Events Scheduled | Training Events Conducted To Date |
|---|---|---|
| **Number** | | |
| | | |
| **Percent** | | |
| | | |

## TABLE 9

### Training Events This Month

| Training | County | Date |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

# Attachment VII

## SAMPLE PROJECT WORK PLAN

1. PROGRAM GOAL: _____

_____

_____

| 2. OBJECTIVES | 3. TASKS | 4. PERFORMED BY WHOM | 5. OUTCOME | 6. TIME FRAME |
|---|---|---|---|---|
| | | | | |

# Attachment VIII

## LOGIC MODEL WORK SHEET

The table below can be used as a tool to develop your logic model. The elements listed are provided as an example; your project logic model may include other elements not listed here.

| | |
|---|---|
| **GOALS**<br>*To address the level of this risk or protective factor…* | |
| **STRATEGIES**<br>*…we will do the following project activities…* | |
| **TARGET POPULATION**<br>*…for these people and for this amount of time.* | |
| **THEORY OF CHANGE**<br>*We expect this activity to lead to changes in these factors, and ultimately accomplish our goals because…* | |
| **SHORT TERM OUTCOMES** –*We will know these changes have occurred if…* | |
| **LONG TERM IMPACTS**—*We will know we are reaching our goals if…* | |

***Create a schematic or graphic representation of your logic model.*** *(The logic model worksheet is not required.)*

# Attachment IX

## *Sample 36-month Budget Format*

| COST CATEGORY | BUDGET YEAR ESTIMATES | | | TOTAL PROJECTED COST |
|---|---|---|---|---|
| | YEAR 1 | YEAR 2 | YEAR 3 | |
| **PERSONNEL COSTS** | | | | |
| **Project Officer ( 1 FTE)**<br>___ months @ $_____<br>**TA Coordinator (0.5 FTE)**<br>___ months @ $ _____<br>**Administrative Assistant (0.5 FTE)**<br>___ months @ $_____<br>**Training Coordinator (1 FTE)**<br>___ months @ $_____<br>**Clerical Support (1 FTE)**<br>___ months @ $_____<br>**Employee Benefits @ 40%** | | | | |
| **Total Personnel Costs** | | | | |
| **OPERATING EXPENSES** | | | | |
| Rent ($___/sq. ft. x ____ sq. ft. x ____(time))<br>Equipment (Rental, Use Allowance or Depreciation (list type of equipment)<br>Subcontractors<br>Consultants (cost per hour/day and # of hours/days)<br>Travel & Per diem (consultant)<br>Travel & Per diem (staff)<br>Telephone/ Fax<br>Postage<br>Office Supplies<br>Training Materials<br>Printing / Duplication | | | | |
| **Total Operating Expenses** | | | | |
| **INDIRECT COSTS @ 8%** | | | | |
| **TOTAL BUDGET** | | | | |

**NOTE: Line items listed are samples only. Bidder is to list those personnel and operating expenses needed to support their proposal.**

# Attachment X

## PREFERENCE PROGRAMS

## DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

A. GENERAL OPTIONS

The Disabled Veteran Business Enterprise(s) (DVBE) participation requirements have been included in the RFP, there are three basic ways for bidders to meet the requirements for this program:

1. Achieve the minimum DVBE participation goals.

2. Make and document a "good faith effort" to achieve participation. **Note:** The "Good Faith Effort" option regarding the 14 day advertising requirement (Trade and Focus Paper) is waived.

3. Submit and have approved a DVBE Utilization Plan by DGS. Utilization Plans are for contracts for goods and information technology.

B. MEETING GOALS

There are two methods of meeting the goals. If a bidder is a:

1. DVBE: Commit to perform not less than three percent (3%) of the dollar amount of the bid or

2. Non-DVBE: Commit to use DVBEs for not less than three percent (3%) of the dollar amount of the bid.

C. CONTRACT GOAL OR GOOD FAITH EFFORT

In order to be "responsive" to this requirement, the bidder must:

Use three percent (3%) or more of proposed bid amount to reimburse DVBEs to perform contract services. Complete Exhibit A of this Attachment.

OR

Make a "good faith effort" to find DVBEs to perform proposed contract services by doing all of the steps outlined in Exhibit B of this Attachment.

Note: DVBEs are for-profit entities only.

# Attachment X

## D. DOCUMENTATION REQUIREMENTS

a. Exhibit A must be completed showing the type of work and company proposed for DVBE participation, their subcontractor (if any), and other related information. If no DVBEs are to be used state "N/A" or "None" on Exhibit A. Exhibit A is to be submitted in the Final Bid/Proposal whether the contract goal or the "good faith effort" alternative is chosen.

b. The bidder must include a copy of the DVBE certification letter from the Office of Small Business and DVBE Certification (OSDC) for each firm listed on Exhibit A.

c. In addition to the above, for those bidders opting to document a "good faith effort," (see Exhibit B) the bidder must document the following:

- Contacts with this Department, other state, federal, and local governmental agencies. Internet address: www.pd.dgs.ca.gov/smbus .
- Advertisements in trade and focus papers. Note: Dual trade and focus paper advertising is acceptable.
- Solicitations to potential DVBE subcontractors/consultants/suppliers for this contract with sufficient lead time to fully entertain and consider responding bids. Solicitations and responses may be by direct mail, telephone, fax, Internet or E-mail.
- Selection of DVBEs (use Exhibit A).
- Non-selection of potential subcontractors/consultant/suppliers.

## E. USE OF PROPOSED DVBEs

If awarded the contract, the successful bidder must use the DVBE subcontractor, consultant, and/or supplier(s) proposed unless the Contractor requests substitution via written notice to the State and the State has approved such substitution.

Failure to adhere to at least the DVBE participation proposed by the contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State under the default section of the contract.

# Attachment X

## PREFERENCE PROGRAMS

### EXHIBIT A
### DISABLED VETERAN OWNED BUSINESS PARTICIPATION SUMMARY

| DVBE COMPANY NAME | NATURE OF WORK | CONTRACTING WITH (BIDDER OR SUBCONTRACTOR) | TIER | CLAIMED DVBE DOLLAR AMOUNT | DVBE CERTIFICATION ATTACHED (YES OR NO) |
|---|---|---|---|---|---|
| | | | | | |

# Attachment X

## PREFERENCE PROGRAMS INSTRUCTIONS

Exhibit A is to be completed whether the contract goals or the "Good Faith Effort" alternative is chosen. If no participation is obtained, state "N/A" or "None" on the form.

**COMPANY NAME:** List the name of the DVBE subcontractor, consultant, or supplier proposed for participation.

**NATURE OF WORK:** Identify the proposed work to be performed by the DVBE listed.

**CONTRACTING WITH:** Indicate the name of the bidder or subcontractor with which the listed DVBE is directly contracting.

**TIER:** The contracting tier of the DVBE company should be indicated using the following level of designations:

0 = Bidder
1 = Direct subcontractor/consultant/supplier to bidder
2 = Subcontractor/consultant/supplier of Level 1

**CLAIMED DVBE VALUE:** The total dollar amount to be claimed by the DVBE under this contract.

**CERTIFICATION:** In order to obtain DVBE participation credit, a certification for the DVBE **MUST** be on file with the Office of Small Business. A copy of the certification from OSDC shall be submitted with the final bid/proposal. **To receive an application for DVBE certification, contact OSDC at** **www.pd.dgs.ca.gov/smbus** or call (916) 375-4940**.**

The certification must comply with the following requirements:

- Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military Code; and,

- Provide to the Office of Small Business and DVBE Certification, by no later than five o'clock on the date on which the subject bid is due, an Award of Entitlement from the U.S. Department of Veterans Affairs or the U.S. Department of Defense, issued within six (6) months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE.

# Attachment X

## PREFERENCE PROGRAMS

## SAMPLE DOCUMENTATION OF A GOOD FAITH EFFORT

### STEP 1: CONTACT AND DOCUMENT RESOURCES TO IDENTIFY DVBEs

Document, using the following format as a guideline, the contacts made with the awarding Department, other state and federal agencies and local organizations (at least two) that will help identify potential DVBEs for participation in your proposal.

**STATE AGENCY:**
Organization Name: Office of Small Business and DVBE Certification (OSDC)
Contact: Receptionist
Telephone #: (916) 375-4940
24-Hour Recording: (916) 322-5060
Fax #: (916) 375-4950
Date/Time:_____
Outcome:_____

For this step, contact OSDC to get a list of DVBEs to contact at www.pd.dgs.ca.gov/smbus.

**FEDERAL AGENCIES:**
U.S. Department of Veteran Affairs, Center for Veterans Enterprise (CVE)
810 Vermont Avenue
N.W. Washington, D.C. 20420
Phone # (toll-free) 1-866-584-2344
Phone # (public) (202) 565-8336
Fax #: (202) 254-0238
Email: vacve@mail.va.gov

Federal Small Business Administration
Contact: Internet Access only
Internet Address: http://www.pronet.sba.gov
Date/Time:_____
Outcome:_____
Outcome: (attach list of potential firms downloaded)

Note: Verify firms are **California** certified DVBEs.

For this step, search www.ccr.gov. for SDVOBs (Service Disabled Veteran Owned Businesses) located in California, then search OSDC's website www.pd.dgs.ca.gov/smbus to see if they are DVBE Certified in California.

# Attachment X

## PREFERENCE PROGRAMS

**LOCAL RESOURCE OGANIZATIONS (AT LEAST 2):**

Organization Name: Advanced Online DVBE Resource Center (ARC)
Phone #: (562) 439-8987
Fax #: (562) 439-1398
www.dvbe.net
Date/Time:_____
Outcome:_____

Organization Name: Association for Service Disabled Veterans (ASDV)
Phone #: (650) 949-3751
Fax: #: (650) 949-0336
www.asdv.org
Date/Time:_____
Outcome:_____

Organization Name: California Contracts Referral Service
Phone #: (858) 974-9806
Fax: #: (858) 974-9913
www.webe.incom.net
Date/Time:_____
Outcome:_____

**For this step, go to the DVBE Resource Packet at** http://www.pd.dgs.ca.gov/publications/state_federal_local_contacts.htm **for the above listed local organizations.**

**STEP 2: ADVERTISE** to obtain a list of Trade and Focus Papers, go to DGS' DVBE Resource Packet at: http://www.pd.dgs.ca.gov/publications/resource.*htm* and scroll to the end of the page. Select Compliance Option B: The "Good Faith Effort" for information about advertising. .

1. Advertise in at least one trade paper and one paper focusing on DVBEs. Note: one ad in a dual trade and focus paper is acceptable.

2. Ads should appear in the paper(s) with sufficient lead time for potential DVBEs to respond and for you to fully consider their participation in the contract. Sufficient lead time is at least 14 calendar days prior to this RFP's proposal due date. Reminder: most papers are issued bimonthly or monthly, not daily, therefore, your ad placement must be timely.

3. Attach copies of the advertisement(s) to your proposal.

# Attachment X

## PREFERENCE PROGRAMS

### STEP 3: SOLICIT/CONSIDER DVBEs AND DOCUMENT SOLICITATIONS

1. Invite potential DVBEs, identified through Steps 1 and 2 above, to supply the needed service or supplies. This may be done via: direct mail, telephone, fax, or E-mail. Certification letters are not needed for potential DVBEs in the first 2 steps. Only DVBEs that have agreed to participate in the project have to submit Certification Letters.

2. Using the following format as a guideline, document your solicitations.

Organization Name:_____
Organization Address:_____
Organization Telephone # or E-mail address:_____
Contact Person:_____
How Solicited (mail, telephone, fax, E-mail)_____
Date of Solicitation:_____
Nature of Work:_____
Selected – Yes: List on Exhibit A
Selected – No: (indicate reason)_____

# Attachment XI

## STATE ECONOMIC DEVELOPMENT INCENTIVE PROGRAMS

## SMALL BUSINESS

## TARGET AREA CONTRACT PREFERENCE ACT (TACPA)
## ENTERPRISE ZONE ACT (EZA)
## LOCAL AGENCY MILITARY BASE RECOVERY ACT (LAMBRA)

The following are the procedures for bidders to follow if they wish to apply for 5 percent Small Business preference; or TACPA, EZA, or LAMBRA preferences of 5 percent each plus up to 4 percent workforce preferences each.

### SMALL BUSINESS PREFERENCE

Section 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small Business or to non-small businesses claiming twenty-five percent California certified small business sub-Contractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following:

- Subcontractor name;
- Address;
- Phone number;
- A description of the work to be performed and/or products supplied; and,
- The dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

In addition to the list, bidders must identify small business subcontractors on their Project Budget. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California administrative Code, Section 1896 et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed $50,000 for any bid, your or the subcontractor firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the preference approval should be directed to that office at
(916) 375-4940.

# Attachment XI

If you are claiming Small Business preference please complete the following small business information on you or your subcontractor(s) and return with your proposal:

**Bidder's Small Business Number:_____ or date applied for Certification:_____**

**Subcontractor Small Business Number:_____ or date applied for Certification:____**

(Applies when the bidder is able to pick the work site where services will be provided. Providing technical assistance statewide on an as needed basis does not qualify.)

Under the provisions of the TACPA, Government Code Section 4530 et seq., EZA, Government Code Section 7070 et seq., and LAMBRA, Government Code7118 et seq., preferences are available to California based companies that demonstrate and certify under penalty of perjury that at least 50 percent of the total labor hours for manufactured goods, or 90 percent of the total labor hours for services (100% in the case of LAMBRA) will be performed in distressed areas. The Acts also makes available additional preferences to California based bidders who certify under penalty of perjury to hire persons in targeted employment areas.

Bidders are not required to apply for TACPA/EZA/LAMBRA preferences, and denial of preference requests is not a basis for rejection of the bid.

If bidders wish to be considered for the preferences, they must demonstrate and certify that they will comply with the requirements of these Acts. Bidders must complete and submit the applicable forms listed below. The information provided must demonstrate that the bidder has the ability to comply with the terms and provisions of the preference programs. The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to information from bidders, manufactures, subcontractors and any other sources available at the time of bid evaluation. Refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request, may result in denial of the preferences requested.

Bidders applying for preference(s) must submit the following form(s):

TACPA – STD 830 http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf
EZA – STD 831 http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf
LAMBRA – STD 832 http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf

# Attachment XI

## SCORING PREFERENCES

The preference(s) will be based on the score of the bidder with the highest score that is not applying for the preference(s).

Example: The score of the highest scored proposal (that is not applying for a preference) is 180 points. This score amount would be multiplied by a preference (for example 5%) to determine additional preference points. (5% x 180 = 9 points). All bids applying and qualifying for the preference would have these additional preference points (in this case, 9 points) added to their score.

# Attachment XII

## DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
## TRAVEL AND SUBSISTENCE GUIDELINES

TRAVEL: ADP will pay transportation costs from your headquarters (this may be your home) to the place of the meeting, training, etc. Amounts claimed without justification are considered taxable income.

TRAVEL BY PERSONAL AUTOMOBILE:

Currently 55 cents per mile (subject to change)

Where public transportation is not available or is available only with an undue loss of time, mileage for your personal automobile is allowed. Where automobile travel is an option and there is adequate public transportation, travel allowance will be made on the basis of the cost of the lowest rail, bus, or air fare available in lieu of the automobile mileage.

SUBSISTENCE: Actual costs for meals, lodging and incidental expenses may be claimed in accordance with the following guidelines:

MEALS: Breakfast $6.00, Lunch $10.00, Dinner $18.00, Total $34.00

BREAKFAST: To claim breakfast, travel must begin before 6 a.m.

LUNCH: To claim lunch, travel must begin at or before 11 a.m.
No lunch allowance will be paid when travel status is for less than 24 hours.

DINNER: To claim dinner, travel must begin at or before 5 p.m.

FRACTIONAL DAY OF TRAVEL AT END OF TRIP:

Travel must end at or after:

8 a.m. for breakfast to be claimed
2 p.m. for lunch to be claimed
7 p.m. for dinner to be claimed

FOR TRAVEL OF LESS THAN 24 HOURS:

Travel must begin at or before 6 a.m. and end at or after 9 a.m. to claim breakfast.
Travel must begin at or before 4 p.m. and end at or after 7 p.m. to claim dinner.
No lunch or incidentals may be reimbursed on travel of less than 24 hours.

# Attachment XII

LODGING:

| | |
|---|---|
| $84.00 | With receipt for actual cost up to $84.00 plus tax. |
| $110.00 | With receipt for actual cost up to $110 plus tax for the counties of Los Angeles and San Diego. |
| $140.00 | With receipt for actual cost up to $140 plus tax for the counties of Alameda, San Francisco, San Mateo, and Santa Clara. |

INCIDENTALS: $6.00 for each full 24-period

Incidental expenses include tips, newspapers and magazines, personal telephone calls, laundry and dry cleaning, and whatever small miscellaneous expenses are incurred during the course of travel. No incidental expense reimbursement is allowed for period of less than 24 hours. No receipts are required.

OTHER ALLOWABLE COSTS: Taxi fares, airport shuttle fares, parking, etc. are reimbursable as used in connection with State business, providing original receipts are submitted with the claim.

# Attachment XIII

# Assurances

## COPYRIGHT

This contract calls for the development and creation of work protected under U.S. copyright law. The work produced under this contract is a “work for hire” and the contractor sells, assigns, and transfers to ADP the entire right, title and interest to the copyright in all work required as a deliverable under this contract. This assignment to ADP includes any registrations and copyright applications, any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the material produced under this contract.

Contractor agrees and warrants:

1) that Contractor is the sole owner of all rights in and holds the complete and undivided copyright interest in all deliverables required under this agreement;

2) that all deliverables under this contract do not violate any existing copyright or other third party right and that to the best of Contactor’s knowledge the deliverables shall not and do not infringe rights owned by others;

3) that in the case of a multi-authored deliverable, Contractor shall obtain copyright assignment from all co-authors, in writing, and authorization to assign the copyright to ADP and that all co-authors have read and agreed to the above warranties;

4) that all sub-contracts shall include the assignment of all copyright interests to ADP and that each sub-contractor shall warrant the sub-contractor holds the complete and undivided copyright interest in all deliverables required under the sub-contract.

| | |
|---|---|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| APPLICANT ORGANIZATION | DATE SUBMITTED |

# Attachment XIV

## HIPAA BUSINESS ASSOCIATE AGREEMENT

*RECITALS*

1. **COVERED ENTITY**

A covered entity means a health plan, a health care clearinghouse, or a health care provider that conducts any standard electronic transaction. The standard electronic transactions are those provided in the Transactions and Code Sets Rule.

2. **BUSINESS ASSOCIATE (BA)**

A Business Associate means a person or organization, other than a member of the covered entity's workforce that performs or assists in the performance of:

A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing, or any other function or activity regulated by the HIPAA Privacy Rule, or legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

Business associates perform these functions on **behalf** of covered entities or to an Organized Health Care Arrangement (OHCA). A covered entity can be a Business Associate of another covered entity.

A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").

B. The California Department of Alcohol and Drug Programs ("ADP") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

# Attachment XIV

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Contractor here and after, is the Business Associate of ADP that provides services, arranges, performs or assists in the performance of functions or activities on behalf of ADP and creates, receives, maintains, transmits, uses or discloses PHI.

F. ADP and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws, including 42 CFR Part 2.

G. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.

H. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

3. **PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of ADP, or as required by law.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:

**Use and disclose for management and administration**. Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be 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 Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

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## 4. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees:

A. **Nondisclosure:** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law. ADP advises Business Associate that 42 CFR Part 2 generally prohibits any re-disclosure without either the written consent of the person to whom the information pertains or a court order that complies with 42 CFR Part 2, Subpart E.

B. **Safeguards:** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of ADP; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide ADP with its current and updated policies.

C. **Security:** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of ADP at the end of the contract period. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit attached to this Agreement;

2) Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of ADP under this Agreement;

3) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

4) Complying with the safeguard provisions in the Department's Information Security Policy, embodied in Health Administrative Manual (HAM), sections 6-1000 et seq. and in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), sections 4840 et seq., in so far as the security standards in these manuals apply to Business Associate's operations. In case of a conflict between any

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of the security standards contained in any of these four enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with ADP.

D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. **Business Associate's Agents:** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of ADP, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

F. **Availability of Information to ADP and Individuals:** To provide access as ADP may require, and in the time and manner designated by ADP (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to ADP (or, as directed by ADP), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for ADP that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for ADP health plans; or those records used to make decisions about individuals on behalf of ADP. Business Associate shall use the forms and processes developed by ADP for this purpose and shall respond to requests for access to records transmitted by ADP within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. **Amendment of PHI:** To make any amendment(s) to PHI that ADP directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by ADP.

H. **Internal Practices:** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from ADP, or created or received by Business Associate on behalf of ADP, available to ADP or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by ADP or by the Secretary, for purposes of determining ADP's compliance with the HIPAA regulations.

# Attachment XIV

I. **Documentation of Disclosures:** To document and make available to ADP or (at the direction of ADP) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.

J. **Notification of Breach:** During the term of this Agreement:

1) **Discovery of Breach**. To notify ADP **immediately by telephone call plus e-mail or fax** upon the discovery of breach of security or privacy of PHI in electronic or paper form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person; or **within 24 hours by e-mail or fax** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the ADP contract manager, the ADP Privacy Officer and the ADP Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the ADP ITSD Help Desk. Business Associate shall take:

   a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

   b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, to notify the ADP contract manager, the ADP Privacy Officer, and the ADP Information Security Officer of:

   a. What data elements were involved and the extent of the data involved in the breach,

   b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

   c. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

   d. A description of the probable causes of the improper use or disclosure; and

   e. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

3) **Written Report:** To provide a written report of the investigation to the ADP contract manager, the ADP Privacy Officer, and the ADP Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to,

# Attachment XIV

the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4) **Notification of Individuals:** To notify individuals of the breach or unauthorized use or disclosure when required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The ADP contract manager, the ADP Privacy Officer, and the ADP Information Security Officer shall approve the time, manner and content of any such notifications.

5) **ADP Contact Information.** To direct communications to the above referenced ADP staff, the Contractor shall initiate contact as indicated herein. ADP reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

| **ADP Privacy Officer** | **ADP Information Security Officer** |
|---|---|
| Gayle Hirahara, Privacy Officer<br>Department of Alcohol and Drug Programs<br>1700 K Street<br>Sacramento CA 95814<br>Telephone: (916) 323-1865<br>Email: ghirahara@adp.ca.gov | John McCarthy, Security Officer<br>Department of Alcohol and Drug Programs<br>1700 K Street<br>Sacramento CA 95814<br>Telephone: (916) 323-9892<br>Email: jmccarthy@adp.ca.gov |

K. Employee Training and Discipline: To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of ADP under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment.

L. To resist, in judicial proceedings if necessary, any effort to obtain access to the protected information except as expressly provided for in 42 CFR Part 2 and/or other applicable laws.

5. **OBLIGATIONS OF ADP**

ADP agrees to:

A. **Notice of Privacy Practices**. Provide Business Associate with the Notice of Privacy Practices that ADP produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices: http://www.ADP.ca.gov/hipaa.

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B. **Permission by Individuals for Use and Disclosure of PHI**. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. **Notification of Restrictions**. Notify the Business Associate of any restriction to the use or disclosure of PHI that ADP has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. **Requests Conflicting with HIPAA Rules**. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by ADP.

## 6. AUDITS, INSPECTION AND ENFORCEMENT

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

A. Failure to detect, or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of ADP's enforcement rights under this Agreement and this Addendum.

## 7. TERMINATION

A. **Termination for Cause / Without Cause**. Upon ADP's knowledge of a material breach of this Addendum by Business Associate, ADP shall:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by ADP;

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or

(3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

(4) ADP reserves the right to terminate this contract immediately without cause. Termination will be by 30 day written notice.

B. **Judicial or Administrative Proceedings:** Business Associate will notify ADP if it is named as a defendant in a criminal proceeding for a violation of HIPAA.

# Attachment XIV

ADP may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. ADP may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from ADP (or created or received by Business Associate on behalf of ADP) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

8. **MISCELLANEOUS PROVISIONS**

A. **Disclaimer**: ADP makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. **Amendment:** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon ADP's request, Business Associate agrees to promptly enter into negotiations with ADP concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. ADP may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by ADP pursuant to this Section, or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that ADP in its sole discretion deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. **Assistance in Litigation or Administrative Proceedings:** Business Associate shall make itself and any subcontractors, employees or agents assisting

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Business Associate in the performance of its obligations under this Agreement, available to ADP at no cost to ADP to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against ADP, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

D. **No Third-Party Beneficiaries:** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than ADP or Business Associate and their respective successors or a**s**signees, any rights, remedies, obligations or liabilities whatsoever.

E. **Interpretation:** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. **Regulatory References:** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. **Survival:** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.

**No Waiver of Obligations:** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

# Attachment XV

## DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2. _____ Initials — 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 (DGS) 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.

**OR**

3. _____ Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

| | |
|---|---|
| *Proposer/Bidder Firm Name (Printed)* | *Federal ID Number* |
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | |
| *Date Executed* | *Executed in the County and State of* |