

**REQUEST FOR PROPOSAL
ADP-RFP 09-01**

You are invited to review and respond to this Request for Proposal (RFP), Safe and Drug Free School and Communities – State Grant Technical Assistance and Training Support Project. In submitting your proposal, you must comply with the instructions in the RFP.

This RFP contains a copy of the Agreement 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:

Ms. Kristie Boyer, Contract Analyst
Contracts Office, Division of Administration
Department of Alcohol and Drug Programs
1700 "K" Street, First Floor
Sacramento, California 95811-4037
(916) 323-5709

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

Robert D. Hudspeth
Contracts, Manager
Department of Alcohol and Drug Programs
1700 K Street
Sacramento, CA 95811-4037



STATE OF CALIFORNIA

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

REQUEST FOR PROPOSALS

ADP-RFP-09-01

**SAFE AND DRUG FREE SCHOOLS AND COMMUNITIES – State Grant
TECHNICAL ASSISTANCE AND TRAINING SUPPORT PROJECT**

SYNOPSIS

This is a Request for Proposal (RFP) to provide program development, technical assistance (TA) and training services to alcohol and other drug (AOD) prevention programs receiving Safe and Drug Free Schools and Communities (SDFSC) state grant funds from the California Department of Alcohol and Drug Programs (ADP). The purpose of these services is to facilitate the success of the SDFSC grantees in achieving the outcomes relevant to SDFSC requirements, including compliance with the Principles of Effectiveness (POE). The Department is committed to ongoing improvements in cultural and linguistic competency and has adopted the Culturally and Linguistically Appropriate Services (CLAS) standards developed by the Office of Minority Health, U.S. Department of Health and Human Services as the guiding document to develop a Cultural Competency Quality Improvement (CCQI) Strategic Plan to support CCQI in our service delivery system. (Reference Definitions Attachment I)

Primary service recipients will include county AOD offices, local community organizations, and the specific population groups in diverse communities that are served by these organizations. At the time of the contract start date, 18 SDFSC grantees will be eligible to receive TA and training services through this contract. The contract period will be for 36 months. **Bids should be submitted for an amount up to, but not to exceed, \$930,000, for the full 36-month contract period, nor can they exceed \$310,000 for the first year.** However, funding after the first 12-month period is at the Department's discretion and contingent upon the availability of funds and satisfactory completion of the preceding year's objectives. ADP proposes to obligate \$930,000 for this contract, which is funded 100% with Safe and Drug Free Schools and Communities funds. The bidder must be a public or private non-profit or for-profit organization in good standing with the State of California and the Federal government and must comply with nondiscrimination and drug-free workplace requirements.

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1.0 GENERAL INFORMATION

1.1 Department Goal

- A. ADP's mission is to lead California's strategy to reduce alcohol and other drug problems by developing, administering and supporting prevention and treatment programs. By promoting ADP's strategic vision that Californians understand alcoholism, drug addiction, and related problems to be chronic conditions that can be successfully prevented and treated, progress can be made toward the overall ADP vision of healthy individuals and communities free of alcohol and other drug problems.
- B. It is the goal of ADP, through TA and training support, to enable grantees receiving federal SDFSC funds from ADP to achieve the purpose and intent of the No Child Left Behind (NCLB) Act of 2001 codified in 20 U.S.C. Section 7111, et seq. set forth in ADP's 2007 SDFSC Grant Request for Applications (RFA) – Page 3. Copies of the RFA for the third round of funding can be found on ADP's website at <http://www.adp.ca.gov/Prevention/SDFSC.shtml>.

1.2 Background

- A. The SDFSC Program is the federal government's primary vehicle for reducing drug, alcohol, tobacco use and violence through education and prevention activities in the nation's schools and communities they serve. Through a formula allocation, funds are provided to state educational agencies (SEA's), as well as to Chief Executive Officers (governor's office), for a wide range of school and community-based education and prevention activities in order to create a safe and drug-free learning environment that supports student academic achievement. In California, 80 percent of the SDFSC funds are directed to the California Department of Education (CDE), and 20 percent are directed by the Governor to ADP.
- B. Since 2002, the Governor's portion of the funds, as administered by ADP, has been used to support local program efforts that are directed primarily to county alcohol and other drug offices through a competitive (i.e., RFA) grant process. This grant program focuses on the needs of at-risk and under-served youth and their environments by creating and supporting programs that:
 - 1) Prevent the illegal use of alcohol, tobacco, and other drugs (ATOD);
 - 2) Prevent violence in and around schools;
 - 3) Involve parents and communities; and

Coordinate with related federal, state, school, and community efforts and resources.

- C. Among the criteria considered by ADP in awarding funds is the emphasis placed on serving children and youth who are not normally served by state and local educational agencies (LEAs) and populations that need special services or additional resources. Funded programs must be based on objective data to identify needs, incorporate an established set of performance measures, and utilize scientifically-based research to show probable success of programs. Programs must include meaningful parental involvement and undergo periodic evaluation to assess progress in reducing violence and illegal drug use in schools (20 U.S.C. Section 7111 et seq., and 20 U.S.C. Section 7801 et seq.) (i.e. the POE). Further, ADP's grant program is designed to support programs that are consistent with the SDFSC grant's purpose, meet the POE, and support ADP's prevention strategic plan. Grant programs are required to demonstrate progress in achieving measurable results, and implementing the goals and objectives identified in the application and work plan.
- D. In September 2007, ADP announced grant awards to 18 counties at \$220,000 each, totaling \$3,960,000. These grantees will be completing their second year of services in Fall 2009. As additional funds become available, ADP may offer these funds to additional counties through a competitive process. These future grantees and existing grantees would be eligible for technical assistance and training services under this contract.
- E. Current Training and Technical Assistance Services Model: To assist grantees in achieving the purpose of the SDFSC program and implement their grants successfully, ADP initiated an RFP in May 2006 to provide training and TA services to the grantees. The Center for Applied Research Solutions (CARS) is the organization that currently provides these TA services to the 18 grantees. The training and TA model that is being used is a supportive team approach to identifying TA needs in collaboration with ADP staff (county analysts), the TA provider, and the county grantee. Services that are currently provided include: development of individual grantee profiles; assistance with site visits to all grantees; development of nine workshops that can be provided on request by any SDFSC grantee; a website for grantees; and an annual Learning Community Conference. The SDFSC website can be accessed by clicking on the following link:
<http://www.ca-sdfsc.org/>.

1.3 Definitions

See Attachment I, for a listing of definitions related to this RFP.

1.4 Objectives

The purpose of these TA and training services is to facilitate the success of all current and future grantees in achieving the outcomes relevant to SDFSC requirements, including compliance with the POE. To accomplish ADP's purpose, and to help ensure the success of each of the funded programs, there is a need to provide a broad range of TA and training services to the organizations involved in this effort. In addition, TA services to the State may be provided by the contractor, at ADP's request, to assist in achieving federal requirements for the SDFSC Governor's Program. Major objectives to be achieved by the contractor selected through this RFP process include:

- A. Delivery of ATOD prevention planning and program development training and TA services to ADP SDFSC-funded grantees and their partners. These services will be provided to grantees at various stages of program development, implementation, and evaluation.
- B. Providing support and assistance to the State in meeting federal requirements of the grant.
- C. Demonstrate client satisfaction with the TA and training services received through the submission of evaluations or other documented feedback from grantees or the State.

1.5 Outcomes

The outcomes to be achieved as a result of the services provided under this contract include:

- A. Development of a TA and training services plan that identifies programmatic needs of the SDFSC grantees at various stages of program development, implementation, and evaluation, and how those needs can be met through the training resources supported through this project. Among the TA and training services that may be required are:
 - 1) The design and implementation of outcome-based planning, including the development of prevention plans, logic models and evaluation plans;
 - 2) The identification, development and implementation of science-based or evidence-based programs and strategies with fidelity and appropriate adaptation as necessary;
 - 3) The development of program sustainability plans;
 - 4) The collection, analysis, dissemination and application of project

monitoring and evaluation data;

- 5) Development and dissemination of practical tools, products, and other resources that assist the grantees/programs in meeting their goals and objectives. Examples of potential tools include templates for reports, site visit protocols, and training curricula;
 - 6) Provision of TA and training services as well as support services for coordinating and participating on program site visits in partnership with ADP staff; and,
 - 7) Presentations or participation at meetings or events that facilitate the achievement of SDFSC program goals and disseminate lessons learned to broader AOD field. Examples of potential meetings or events are: Governor's Interagency Coordinating Council on Alcohol and Other Drug Problems, ADP's Annual Prevention and Treatment Conference, County Alcohol and Drug Program Administrators' Association of California (CADPAAC), the California Department of Education's Statewide County Coordinators Meeting, the Office of Safe and Drug Free Schools National Conference, and the National Prevention Network Meetings.
 - 8) Ensuring the appropriateness of the services being provided, including cultural and linguistic competency. More information may be found at ADP's website: <http://www.adp.ca.gov/ccqi.shtml>
- B. Development of an annual plan that: a) identifies opportunities for program improvements and successes; b) ascertains program strategies that can be replicated successfully in comparable programs; c) emphasizes peer learning and cross-sharing, and; d) communicates this feedback to both the programs and the State in a timely manner and in a form that is useful for all parties.
- C. During the 36-month contract, delivery of tailored direct TA services and program support.
- D. Conducting one annual statewide learning community conference and additional training/workshop events for programs as substantiated by need or grantee requests, with ADP approval.

1.6 Minimum Qualifications of Bidder

- A. The bidder and any of the bidder's subcontractor(s) must be in good standing with the State of California and the federal government.
- B. The bidder must demonstrate the organizational capacity and ability to abide

by the contract terms, conditions and provisions, and ensure that all subcontractor(s) will do the same.

- C. In addition, subcontractors and individual consultants must abide by and are held to all contractual requirements regarding material development, product development, and rights in data as described in Attachment II, Sample Contract.

1.7 **Funding Period**

The contract period is for 36 months from the time of the contract start date. Funding after the first 12-month period is at the Department's discretion and contingent upon the availability of funds and satisfactory completion of the preceding year's objectives.

1.8 **Contract Terms and Conditions**

- A. Following the selection process to determine which bidder, if any, is to be funded, a contract will be prepared between the selected bidder and ADP. The vendor contract will incorporate by reference the Technical Proposal, Cost Proposal, all criteria contained in this RFP, the State Contracting Manual (SCM), the State's General Terms and Conditions (GTC 307) which may be viewed at Internet site: www.ols.dgs.ca.gov/Standard+Language/default.htm, 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 final 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, Rev. 6/2003), 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.documents.dgs.ca.gov/osp/pdf/std204.pdf under the heading Standard Forms, Fill & Print Standard eForms. 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 the awarding agency.
- C. Upon award of the Agreement, Contractor must sign and submit to the awarding agency, the Contractor Certification Clauses (CCC 307), which can be found on the Internet at

www.ols.dgs.ca.gov/Standard+Language. This document is only required if the contractor has not submitted this form to the awarding agency within the last three 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 who are "consultants", as defined in the Political Reform Act of 1974. These disclosures would include the following: all interests in real property, investments, business positions, and sources of income, including gifts, loans, and travel payments. The Statement of Economic Interests Form (Form 700) can be found at www.fppc.ca.gov, please use the "Form 700" link/version.
- 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 Attachment II.
- F. In providing TA to grantees on data collection and evaluation, it is critical that the contractor understand and share the requirements concerning the Health Insurance Portability and Accountability Act of 1996, Public Law 104 -191. For more information see Attachment II.
- G. Upon award of the Agreement, Contractor may be required to disclose any lobbying activities to ensure that these funds are not used for these types of unallowable costs as specified in Attachment II.

1.9 Scope of Work and Deliverables

The selected contractor will be required to complete the following work to fulfill the terms of the contract:

- A. The Project Work Plan documents the required activities necessary to complete the work of this contract. The plan will reflect tasks and sub-tasks for each of the three years of the contract. At the start of each new contract year the Project Work Plan will be reviewed and updated to accurately reflect the tasks and sub-task of the forthcoming year. The plan will reflect a mutually agreed upon balance of the activities in a manner that results in the maximum program effectiveness throughout the State.
- B. Within 60 days of award of the contract the contractor will refine the Project

Work Plans to reflect changes mutually agreed upon by the contractor and ADP. The refined Project Work Plans shall include detailed deliverables, milestones, timelines, and any changes in TA allocations between the various counties and projects. Refinement of the Project Work Plan shall not result in a material change to the Scope of Work and shall not increase the amount of bid.

- C. \$930,000 over the 36 month contract should be budgeted as follows:
- 1) Approximately 30 percent of the budget shall be devoted to the provision of direct technical assistance and program support, statewide, to ADP's SDFSC-funded grant programs. Direct technical assistance includes consultation provided through on-site assistance at the requesting agency's facility, by telephone conversations, or written correspondence. This also includes site visits. The maximum amount per consultant per TA day is \$400. A TA day is defined as eight hours of service providing TA and training. This may include time proportionately appropriate for preparation, travel, data analysis and report writing.
 - 2) Approximately 15 percent shall be budgeted to provide at least one annual statewide learning community conference and regional/local trainings and workshops as needed to provide program support to grantees each year. This includes consultant/speaker's costs.
 - 3) Approximately 15 percent shall be identified to provide development and dissemination of practical tools, products, and other resources that assist the programs in meeting their goals and objectives. This includes all costs associated with developing the product, i.e. technical writers, printing, and postage.
 - 4) Approximately 40 percent shall be identified for personnel, operating expenses and indirect costs.
 - a. Personnel services include each authorized staff position the bidder is devoting to this project.
 - b. Operating expenses include all other direct cost line items such as rent, travel and subsistence, supplies, etc. Consultant costs are operating expenses in the budget; however, they are included in the 30 percent of funds devoted to direct technical assistance listed above.
 - c. 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, is in the

process of obtaining such approval, or provide ADP with other supporting documentation.

- D. Develop and manage staff and/or a pool of consultants with a wide variety of prevention expertise who also will provide culturally sensitive and linguistically appropriate services for the following purposes:
- 1) To provide TA and training to SDFSC grantees at various stages of program development, implementation, and evaluation. At the contract start date of 10/1/09, this will include 18 grantees beginning year 3 of five-year grants providing program services.
 - 2) To facilitate and enhance the success of ADP's SDFSC-funded programs, as well as compliance with POE and applicable state and federal policies and funding requirements while considering local needs and the unique nature of the different grantees' programs and services.
 - 3) Develop and implement a plan to disseminate the achievement of SDFSC program goals and lessons learned to the broader AOD field. This may include a website, newsletters, case studies and related products disseminated through presentations or participation at meetings or events such as the ADP Prevention and Treatment Conference, County Alcohol and Drug Program Administrators' Association of California (CADPAAC), Governor's Interagency Coordinating Council on Alcohol and Other Drug Problems, the Office of Safe and Drug Free Schools National Conference, The National Prevention Network Meetings, and prevention provider associations.
 - 4) Provide TA and training, statewide, to ADP's SDFSC-funded grant programs which include community-based organizations or local groups, law enforcement agencies, alcohol and drug prevention service programs/providers, County Alcohol and Drug Program Administrators, LEAs and schools, ADP, and other local, county and state government agencies participating in the local ADP-funded SDFSC prevention grant program. If additional funds become available, additional TA and training days may be required of the contractor at the same rate in the contract bid.
- E. Direct TA services are to include the following:
- 1) TA services may be provided through on-site assistance at the requesting agency's facility, by telephone conversations, or written correspondence.

- 2) On-site services should be short-term in nature and not exceed five person days of service per service request, 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.
- 3) The direct TA services will be program development or problem specific and solution focused. They will focus on program planning and/or improving program operations or solving a problem.

F. Training Events:

- 1) Contractor shall determine when training is preferable to direct TA services and accordingly shall plan, conduct, and evaluate as many training events as needed.
- 2) Contractor shall obtain approval from ADP's Project Coordinator of the training plan at least thirty work days prior to each training event. The plan must include the items listed below:
 - a. Goals and objectives of the training;
 - b. Outline of curriculum to be presented;
 - c. Copies of any handout materials;
 - d. Names and resumes of presenters;
 - e. Occupational categories of intended participants;
 - f. Location, date, time and agenda;
 - g. Evaluation forms to be completed by participants. The contractor will submit the completed evaluations to the Project Coordinator with the monthly progress report;
 - h. Include nearby county grantees in training if applicable and appropriate; and,
 - i. 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/alternative 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)."

G. Ensure that the following are applied in the provision of TA and training as appropriate to recipients of Federal assistance:

- 1) The SDFSC POE as applied to SDFSC funded programs. Contractor's effectiveness can be demonstrated by, but not limited to, the development of outcome measures which demonstrate that the TA and

- training services effectively enhanced the knowledge base and ability of those receiving such TA to meet the POE;
- 2) The U.S. Department of Health and Human Services, Center for Substance Abuse Prevention, Strategic Prevention Framework (SPF);
 - 3) Culturally and Linguistically Appropriate Services (CLAS) standards;
 - 4) The Institute of Medicine's (IOM) Continuum of Care;
 - 5) 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 ADP and the grantee or other intended recipient of TA services, and the contractor's assessment of needs of the SDFSC grantees;
 - 6) Develop and implement a system that affixes a priority to each request for TA, and report to ADP those requests that cannot be met by the contractor;
 - 7) Obtain prior written approval from ADP'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 to ADP's satisfaction, ADP may waive pre-approval for the remainder of the contract period. If performance issues arise subsequent to granting the waiver, ADP reserves the right to 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 VIII); and,
 - 8) Provide written courtesy notification to County Alcohol and Drug Program Administrators 24 hours prior to the delivery of services, of any TA and/or training conducted or provided to an AOD prevention agency located in the Administrator's county.
- H. Develop and implement a plan based on a statewide model for delivery of TA and training services for SDFSC grantees. This plan should include an ongoing method to assess and determine the types of TA and training needed, statewide, for the SDFSC grantees at various stages of program implementation, including new grantees. This plan should include but not be limited to, status of current and ongoing TA efforts, outcome-based planning, including strategic planning, development of logic models and evaluation plans, programmatic and management issues related to prevention strategies and activities, financial management, program design and administration, program evaluation, policy development, and sustainability. The plan will be reviewed and time lines will be updated for each potential renewal period; however, the essential Scope of Work will remain unchanged. The work plan will be developed in consultation with, and input from, ADP staff and appropriate customers, such as TA consultants and grantees. In particular, at the time of funding new grantees, or if additional funds become available for TA and training services, the TA plan will be reviewed and priorities re-assessed to ensure service needs of all grantees are accommodated within the scope of the contract. Changes

may not materially change the Scope of Work under the contract.

- I. Develop and implement a system to provide support services for coordinating and participating on program site visits or other monitoring activities in partnership with ADP staff. Site visits are for the purposes of determining the level of adherence to POEs, identifying program needs, opportunities for program improvements and successes, ascertaining program strategies that can be replicated successfully in comparable programs. Communicate site visit feedback to both the programs and ADP within 30 days after the site visit in a style that is useful for all parties.
- J. Provide ATOD TA and support to ADP. The contractor will assist in the development of recommendations on policies and procedures that assist in program management and provide background information for emerging and special projects.
- K. Work closely and cooperatively with ADP's Project Coordinator as well as ADP's county analysts to respond to all ADP requests for information and documentation related to the provisions of this contract. ADP 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.
- L. Provide services to the Department by assessing, planning and assuring recipients implement state and federal priorities and initiatives. At the direction of ADP, work in collaboration with ADP's other TA and training contractors on issues of common purpose and objectives.
- M. Conduct evaluations of services as follows:
 - 1) Ensure that an ADP approved Evaluation Form is distributed to, and completed by, individuals participating in the training/receiving services (Sample Evaluation Form, Attachment IX). The Evaluation Form shall, at a minimum, address the areas currently contained in the sample. The evaluation form may 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 ADP's Project Coordinator with the monthly progress reports.
 - 2) Follow-up with TA recipients to assess the quality of services and determine if desired outcomes were achieved. The Follow-up Evaluation Form shall be completed 30 days following the TA service. The Follow-Up Evaluation Form shall, at a minimum, address the areas currently contained in the attached sample (Attachment X); however, the contractor may include additional questions. A copy of the completed Follow-up Evaluations shall be submitted to ADP's

Project Coordinator with the monthly progress reports and summarized in the final report.

- 3) Follow-up with TA recipients to ascertain any long-term issues related to the desired outcomes. This second follow-up shall be completed six months following the TA services. The contractor shall maintain a record of all follow-up contacts with the results being included in reports to ADP.
 - 4) ADP may contact service recipients directly to confirm their satisfaction with services delivered by the contractor.
- N. Obtain written approval from ADP on all products, reports or materials developed or used during the term of the contract prior to use or distribution. 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.
- O. 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 limited English proficient person.
- P. Provide ADP's Resource Center with one electronic copy of any publications (manuals, books, or journals) produced under this contract (must be on software compatible with ADP's software programs).
- Q. Submit written monthly progress reports by the 15th of the following month (Attachment XI). The monthly reports must:
- 1) Correspond to overall project goal(s) and to specific monthly objectives;
 - 2) Include pertinent information on monthly objectives, such as relevant data (statistical and anecdotal); the number of individuals served; number of TA 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.;

- 3) Include tables in the format provided in Attachment XI (data fields may be added as the contractor deems appropriate); and,
 - 4) Maintain all data contained in the requisite tables on Microsoft Excel or other appropriate database and convey to ADP's Project Coordinator, monthly, by e-mail.
- R. 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. ADP reserves the right to modify reporting requirements as it deems necessary.
- S. Submit a written annual report to ADP no later than 45 days after the end of each 12 month contract period and one final report after the completion of the three year contract describing contract services and outcome evaluation results. 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 amount withheld for each twelve month period shall not be paid until the annual/final report is approved.**
- T. 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. ADP seeks a contractor who demonstrates the ability to apply innovative and creative methods and approaches to the Scope of Work outlined in RFP Section 1.9.
- B. The Technical Proposal should be specific regarding the methods and personnel to be used.
- C. 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.
- D. The proposal must clearly convey the intent and understanding necessary to accomplish project requirements, including compliance with the POEs.
- E. Simply stating that the bidder understands or paraphrasing this RFP will be considered inadequate.
- F. Phrases such as "well-known techniques will be used" are unacceptable.
- G. ADP recognizes that all technical factors cannot be detailed in advance. However, the technical proposal must detail sufficiently how the bidder would accomplish contract requirements, including a full explanation of techniques, procedures, and staffing to be used.

2.3 Technical Proposal Scoring

- A. The maximum score possible for the Technical Proposal is 180 points. The minimum standard ADP will accept for the Technical Proposal is 85 percent. This score will be determined by a Selection Review Committee. Those proposals not meeting this minimum standard will not be considered for funding. The Technical Proposal score will then be added to the Cost Proposal score to determine the overall score.
- B. The six weighted evaluation criteria and their respective possible points are as follows:

<u>Category</u>	<u>Maximum Possible Score</u>
Understanding of Problem	20 Points
Operation and Service Delivery	45 Points
Work Plan	35 Points
Agency Qualifications	25 Points
Project Personnel	25 Points
Budget	<u>30</u> Points
Total	180 Points

2.4 Bidder is to Provide Written Responses to the Following:

A. **Understanding of Problem –Maximum Score: 20 points**

- 1) Describe your understanding of the problems that are to be addressed by the programs funded by SDFSC funding, and in particular, the Governor's portion of the funds granted to the counties by ADP.

Maximum Score: 5 points

- 2) Describe your understanding of key issues faced by grantees and local programs in implementing SDFSC funded services.

Maximum Score: 5 points

- 3) Within the context of your responses to 2.4.A.1 and 2, describe your understanding of why and how TA and training will assist the grantees in addressing the problems and issues described, as well as:

- a. achieve compliance with the POEs, and other related grant requirements;

- b. achieve their program goals, objectives, and outcomes.

Maximum Score: 5 points

- 4) Explain how your organization will incorporate the policies and requirements discussed above into TA and training services that are of practical benefit to the SDFSC grantees.

Maximum Score: 5 points

B. Operation and Service Delivery - Maximum Score: 45 points

- 1) Describe steps bidder will take to provide TA to SDFSC- funded grantees and programs, including how the bidder will ensure that TA services address compliance with the POE and other related requirements. Include a description of the following:
 - a. The methods, criteria, strategies, or approaches that will be used to determine type of TA needed; how TA service requests will be identified, clarified (if necessary), and prioritized; and when training events are preferable to individual or on-site consultation;
 - b. The process that will be used to identify the cultural and linguistic needs of the TA requestor and/or their ultimate service population. Describe how the bidder will use factors such as the role of culture, race, ethnicity, sexual orientation and language when a TA request is received to select the appropriate consultant to provide services. Describe the records that will document the bidders use of these factors;
 - c. How results of evaluations from services provided will be used to ensure that future services are culturally sensitive and linguistically appropriate;
 - d. The development, coordination, quality control, composition, and management of your consultant pool, and staff to be used to meet TA service requests;
 - e. How TA and training services will be provided in an economically effective way to meet the needs of SDFSC grantees from all areas of California - Northern, Central, and Southern, including rural and metropolitan areas;
 - f. How the bidder will meet the needs of grantees at different phases of program development, implementation and

evaluation, including the potential funding of new grantees that are beginning program implementation while others are completing their program services; and,

- g. The relationship between the contractor, ADP's Project Coordinator, and the ADP's county analysts regarding the selection of consultants, the assessment of SDFSC grantees needs, and the identification of priorities for the use of TA resources.

Maximum Score: 15 points

- 2) Explain how the bidder will ensure services provided through this contract are culturally and linguistically appropriate, including identifying the appropriate staff or consultants who deliver the TA and training services. Include (as attachments) letters of agreement with consultants or other groups that substantiates/supports that this capability exists or will exist.

Maximum Score: 8 points

- 3) Whether TA services or training will be conducted by contractor staff and/or with the assistance of a consultant pool, explain how the bidder will ensure they are knowledgeable about SDFSC funding requirements, including compliance with the POE and other related requirements.

Maximum Score: 4 points

- 4) Describe overall capability to manage the proposed project, including:
 - a. Ability to locate and hire qualified staff and consultants;
 - b. Ability to manage staff and consultants;
 - c. The administrative system the bidder will use to ensure payment of consultant services to satisfy pertinent state laws, regulations, polices; and
 - d. Means to properly invoice, submit reports (including the use of Microsoft Excel), and fulfill other contract business requirements.

Maximum Score: 6 points

- e. Describe how bidder will determine, on an ongoing basis, the types and location of TA and training services needed for the SDFSC grantees.

Maximum Score: 4 points

- f. Describe how the bidder will disseminate the achievement of SDFSC program goals and lessons learned to the broader AOD field.

Maximum Score: 3 points

- g. Describe how a) the bidder will ensure that evaluations, including the follow-up evaluations, are completed by the entities receiving services; (b) how bidder will utilize information received in the evaluations; and (c) how services will be assessed to be culturally and linguistically appropriate.

Maximum Score: 5 points

C. Project Work Plan (may be single-spaced) - Maximum Score: 35 points

- 1) Using Attachment III as a guide, write a 36-month Project Work Plan, which includes the project goal(s), objectives, and tasks. All work and deliverables listed in RFP Section 1.9 should be included. The work plan should show the number of TA days the bidder will provide.

Maximum Score: 30 points

- 2) Using Attachment XVI 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: 5 points

D. Agency Qualifications - Maximum Score: 25 points

- 1) Submit an annotated list of work experience conducted in the last three years or currently in progress. Work experience should be relevant to this RFP including experience in the AOD prevention field, conducting needs assessments, management of multiple projects throughout the State, statewide marketing, and familiarity with the California AOD program community. Include:

- a. contracting organization

- b. synopsis of work performed
- c. contracting period

Maximum Score: 15 points

- 2) Submit at least two letters of recommendation from agencies for whom the bidder's organization has provided services during the last three years. The letters should describe the services performed.

Maximum Score: 3 points

- 3) Please describe your agency's capacity to respond to emerging issues and needs of the population being served by this contract, including how funds of up to \$100,000 could be utilized if available for additional technical assistance and training services. In your description, please include:
 - a. How you would work with ADP in prioritizing these issues and needs;
 - b. Your experience in responding to emergent issues within the population being served by this contract;
 - c. How proposed services would be provided to best meet the needs of the state and population in a cost effective manner.

Maximum Score: 7 points

E. Project Personnel – Maximum Score: 25 points

- 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 - 100 percent would indicate a full-time position. For consultants, do not indicate percent of time – instead, indicate number of hours or days consultants will be utilized.

Maximum Score: 10 points

- 2) Submit resumes showing credentials, experience and qualifications of all key project staff (including consultants). This information must be

included in the initial proposal and must be presented upon request throughout the term of the contract, and as new staff/consultants are added. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives.

- 3) Scoring Note: Qualifications of unknown staff will not score as highly as qualifications of known staff. Resumes will be scored based on staff qualifications as they relate to the requirements of this RFP.
- 4) Knowledge of the following subject areas (direct experience preferred) should be reflected in the submitted resumes:
 - a. AOD and violence prevention field;
 - b. Youth development;
 - c. SDFSC funding requirements, including the POE and other grant requirements (Reference Definitions Attachment I);
 - d. Coordinating TA and training statewide;
 - e. Developing and managing staff and/or a pool of consultants with a wide variety of expertise including cultural and linguistic competency;
 - f. Performing needs assessments;
 - g. Disseminating achievement of SDFSC program goals and lessons learned to the broader AOD field (including the use of Web technology)
 - h. Conducting evaluations;
 - i. Maintaining data on Microsoft Excel or other appropriate database software;
 - j. A wide range of programmatic and management expertise and experience related to AOD and violence prevention strategies and activities, financial management, program design and administration, program evaluation, and policy development;
 - k. Schools or other educational institutions;
 - l. Work plans;
 - m. Outcome-based planning, including strategic planning, development of logic models and evaluation plans;
 - n. IOM's Continuum of Care;
 - o. ADP's Continuum of Services System Reengineering efforts;
 - p. Facilitation skills, including meeting management and conference calls;
 - q. Coordination and implementation of monitoring activities, such as program site visits or calls;
 - r. Issues facing youth not normally served by local educational agencies or state educational systems.

Maximum Score: 15 points

- 5) Letters of commitment from 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. Budget - Maximum Score: 30 points

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

- 1) A detailed line item budget must be completed showing individual line items under budget categories. Budgets must be submitted for each year of the contract. Use the line item budget instructions, RFP Section 2.5, and Attachment IV, Sample Budget Format, to prepare a budget for the 36-month contract period. Budget estimates for subcontractors shall be included.

Maximum Score: 15 points

- 2) All budget line items must be fully explained and justified in a narrative entitled "Budget Justification". This justification should include:

For items e-g see section 2.5 B below.

- 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.
- e. The name of your cognizant agency.
- f. The negotiated indirect rate,
- g. And, the basis to which the indirect rate is applied.

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

- a. Personnel services include 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.
- b. 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.
- c. A salary range should be shown to include any anticipated wage increases during the period covered by the proposal.
- d. All salaries must be fully justified in the budget justification and by job titles/duty statements and resumes under Project Personnel.

2) Operating Expenses

- a. Operating expenses include all other direct cost line items such as rent, travel and subsistence, supplies, consultants, etc.
- b. Note: Only the cost of rental space for temporary storage of materials is allowed. A line item for rent must identify the number of square feet to be utilized for the project, and the cost per square foot.
- c. ADP policy does not allow for purchase of furniture or equipment. The federal definition of equipment is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. 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.
- d. 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 V. Food and beverage are unallowable costs except for meals permitted by the subsistence guidelines. If the rates change during the term of any agreement resulting from this solicitation, the new rates shall apply upon their effective date and no amendment to said agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior written authorization from ADP.

- e. Consultant 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 and should not exceed \$400 per day. Include the number of TA days to be provided per year.

B. Indirect Cost Category

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 federal agency. 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 federal agency. 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

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

C. Miscellaneous, 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 budgets may be negotiated at the option of the State, but the total bid amount may not be increased.

2.6 Federal Grant Fund Restrictions

A. Federal Funds Time Limit

This contract is funded 100% by federal funds. These federal funds are time limited. The first twelve month period of the contract is from federal award year 2009 with a grant period of expenditure of funds through September 30, 2011. In order for the Contractor to receive payment from the federal funds identified in this contract, the Contractor must submit monthly invoices and reports within 15 days and annual/final reports and invoices within 45 days of each 12 month period. 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 funds are available has expired.

B. Federal Funds (Applies to contracts funded in whole or part by Federal funds)

- 1) 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.

- 2) 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 coordinator.
- 3) Because this is a cost reimbursement contract, contractor shall comply with the cost principles established by the applicable OMB Circular: A-87—for State, local, or Indian tribal governments; A-122—for private nonprofit organizations other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular; A-21—for educational institutions; Title 48 Code of Federal Regulations Part 31.2.

C. SDFSC Funding Restrictions (Ref 20 USC 7164)

- 1) Funding for this project is provided through a federal grant and is contingent upon the availability of such funds for this purpose. SDFSC federal grant funds (Reference 20 USC 7164) provided by this RFP cannot be used for the following:
 - a. Construction (except for minor remodeling needed to accomplish the purposes of this part); or
 - b. 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 incurred. As required by the State Administrative Manual, 10% of each payment will be withheld as a final payment of each 12 month period. No more than 90% of the contract amount will be paid prior to receipt of the annual/final report. For contracts that consist of tasks that will be completed on a yearly basis, the 10% withhold will be released upon completion of each project year and within the period of availability.

2.8 Budget Contingency Clause (State Budget Act Appropriation)

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall 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 Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, 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.

2.9 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.

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

3.0 COST PROPOSAL

3.1 Bid Instructions

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

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

Date

*Ms. Kristie Boyer, Contract Analyst
Contracts Office, Division of Administration
Department of Alcohol and Drug Programs
1700 "K" Street, First Floor
Sacramento, CA 95811-4037*

The undersigned certifies that all requirements of the RFP known as "Safe and Drug Free Schools and Communities – State Grant Technical Assistance and Training Support Project" ADP-RFP-09-01, were understood and complied with. In addition, the undersigned certifies that neither 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:

\$ _____ 36 months, not to exceed \$930,000

Signed: _____

Printed Name: _____

Title: _____

- B. Bids shall be signed by the bidder. An unsigned bid or bids submitted without the original signature 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 or equivalent document submitted to the State prior to the submission of the proposal (or with the proposal).

3.2 Disabled Veteran Business Enterprise Program (DVBE)

Due to the funding source for this project, DVBE participation is not required. However, if purchasing opportunities are part of the bidder's proposal, the bidder is encouraged to seek DVBEs to fill those opportunities. See the following web site for a listing of DVBE's: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

3.3 Total Cost

The total cost shall not exceed \$930,000 for the 36-month contract period. Any proposal submitted with a bid in excess of \$930,000 will automatically be rejected.

Note: Contractor will not be allowed to charge participants a fee for services, materials, or events provided.

3.4 Cost Proposal Scoring

Cost Proposal scores will be determined as follows:

The lowest dollar Cost Proposal shall earn 68 points. The remaining cost proposals shall earn cost proposal points by applying the following formula:

$$\frac{\text{Lowest dollar proposal (divided by)}}{\text{Other proposal dollar amount}} = \text{_____} \times 68 \text{ points} = \text{Cost Score}$$

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

3.5 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 XVII).

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 XVII).

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

4.0 **ESTIMATED TIME SCHEDULE**

4.1 RFP released to bidders: **June 30, 2009**

4.2 Questions due from prospective bidders by: **July 28, 2009.**

Note: When referencing a page number from the RFP, bidders must reference ADP'S page numbers found in the upper right hand corner of this RFP. Do not reference page numbers from the BID Sync web site.

4.3 Responses to bidders' questions will be posted on ADP's website at www.adp.ca.gov under What's New by: **August 3, 2009**

4.4 **Letter of Intent** to submit proposal, due to ADP by: **August 5, 2009**

4.5 Bid proposals due by 4:00 p.m.: **August 12, 2009**

4.6 Announcement of Award of contract by: **September 10, 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 the address shown below and received and time-stamped by an ADP employee prior to the date and time indicated in Section 4.0, Estimated Time Schedule. Proposals received after the due date and time will not be considered. Postmarks will not be accepted as 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 ADP's security procedures. Security guards are not ADP employees and will not time-stamp proposals.

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

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

B. **Note:** Delivery and postal services often deliver after the specified due date/time. It is the bidder's responsibility to ensure that the bid and proposal arrive at ADP before the deadline.

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. Understanding of Problem
- 2.4.B. Operation and Service Delivery
- 2.4.C. 3 Year Project Work Plan
- 2.4.D. Agency Qualifications
- 2.4.E. Project Personnel
- 2.4.F. 3 Year Budget

Bidders shall submit a total of **five** copies of their Technical Proposal.

B. Cost Proposal. The Cost Proposal shall consist of responses to the following RFP Sections:

- 3.0 Cost Proposal
- 3.1 Bid Instructions

Bidders shall submit one copy of their Cost Proposal with an original signature.

- 5.3** The bidder's narrative response to the technical portion of the proposal should be double-spaced and submitted on standard white, 8½ inch x 11 inch-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** The proposal package should be prepared in the least expensive method (i.e., copied back-to-back, stapled in upper left-hand corner, no 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** ADP/Program Services Division may reject any proposal for the following reasons: those that are conditional, incomplete, contain any alterations of form, or other irregularities of any kind.
- 5.8** The Cost Proposal (bid) 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) shall 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 the State, signed by the bidder or an agent authorized in accordance with Paragraph 5.8 above. Thereafter, the bidder may 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 ADP to award a contract. ADP may reject any or all proposals 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. ADP 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 10344(c) of the Public Contract Code to select the proposal that will best meet ADP's needs. This procedure specifies the award will 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. Proposals not meeting format requirements at this point may be disqualified at ADP's discretion. These format requirements are covered under 2.1, 5.3, 5.4 & 5.5. Disqualified proposals shall not:
- A. Have their Technical Proposal scored, nor;
 - B. 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 Section 2.3 of the RFP. A minimum of 85 percent must be achieved in the Technical Proposal scoring to be considered responsive. A non responsive proposal shall not be considered for an award of contract and shall not have its Cost 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 ADP, such information was intended to mislead the State 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 Cost Proposal score determined. Scores will be determined as stated in Section 3.4.

- 6.6** The Technical Proposal points will then be added to the Cost Proposal score to determine the overall score. Bidder with 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 ADP 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 at the conclusion of the scoring process.

7.0 PROTESTS

- A. Notice of the proposed award shall be posted in a public place in ADP, 1700 K Street, Sacramento, CA 95811 for five working days prior to awarding the agreement. In addition, ADP will facsimile, e-mail or use U.S. mail to notify bidders.
- B. If any bidder, prior to the award of agreement, files a protest with ADP and the Department of General Services (DGS), Office of Legal Services (OLS), 707 Third Street, 7th Floor, West Sacramento, CA 95605, on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that bidders submit any protest by certified or registered mail.
- C. Within five days after filing the initial protest, the protesting bidder shall file with ADP and DGS/OLS, a full and complete written statement specifying the grounds for the protest. It is suggested that bidders submit this complete written statement by certified or registered mail.

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 ADP.

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 to Award Contract" 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 you may have concerning this RFP should be submitted in writing to the Contract Office by the date stated in RFP Section 4.2 of the Estimated Time Schedule. Questions will be answered in a written summary, which will be posted on the ADP website at www.adp.ca.gov. Direct questions to the address, Facsimile 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 ADP planning purposes only; they do not constitute a commitment to apply. Send the letter to:

Ms. Kristie Boyer
Department of Alcohol and Drug Programs
Contracts Office, Division of Administration
1700 K Street, First Floor
Sacramento, CA 95811-4037

You may also facsimile your questions or letter of intent to (916) 324-5105 or e-mail to kboyer@adp.ca.gov. To verify receipt you may call Ms. Kristie Boyer at (916) 323-5709.

ATTACHMENT I **DEFINITIONS**

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

1. **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.
2. **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.
3. **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.
4. **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 levels in the continuum of services: universal, selective and indicated.
5. **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.
6. **Annual Report:** A formal accounting of outcomes of a program for a project year.
7. **At-Risk Youth:** A minor whose environment increases their chance of becoming a teen parent, school dropout, gang member, or user of alcohol and drugs.
8. **ATOD:** Alcohol, Tobacco and Other Drugs.
9. **California Outcome Measures Service (CalOMS) Prevention:** 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 Treatment (CalOMS Treatment) which uses a database system created, hosted and maintained by the Department, as differentiated from CalOMS Prevention service contracted for prevention data collection.]

10. **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).
11. **Cognizant Agency:** A cognizant agency is the federal agency that, on behalf of all federal agencies, is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals. The Office of Management and Budget publishes a list of cognizant agencies.
12. **Community-Based Organization:** The term “community-based organization” means a public or private nonprofit organization of demonstrated effectiveness that:
 - A. is representative of a community or significant segments of a community and;
 - B. provides educational or related services to individuals in the community.
13. **Community Prevention Initiative (CPI):** ADP’s comprehensive training and technical assistance system which serves as a central point of access to AOD community prevention training and technical assistance resources.
14. **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.
15. **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.
16. **Consultant Pool:** A group of consultants with diverse expertise in the area of AOD prevention.
17. **Continuum of Services:** An Institute of Medicine model for public health that the Department uses to conceptualize AOD prevention-treatment-maintenance services. There are three prevention interventions in the continuum:
 - A. Universal – serves an entire population, e.g., state, community, school, or neighborhood.

- B. 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.
 - C. Indicated – serves an individual not diagnosable as needing AOD treatment, but who is experiencing AOD-related problem behaviors/consequences.
18. **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.
19. **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.
20. **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).*
- Additional information may be found at: <http://www.adp.ca.gov/ccqi.shtml>
21. **Department (ADP):** The California Department of Alcohol and Drug Programs.
22. **Drug and Violence Prevention:** The term “drug and violence prevention” means:
- A. with respect to drugs: prevention, early intervention, rehabilitation referral, or education related to the illegal use of drugs;
 - B. with respect to violence: the promotion of school safety, such that students and school personnel are free from violent and disruptive acts, including sexual harassment and abuse, and victimization associated with prejudice and intolerance, on school premises, going to and from school, and at school-sponsored activities, through the creation and maintenance of a school environment that is free of weapons and fosters individual responsibility and respect for the rights of others.

23. **Educational Service Agency:** The term “educational service agency” means a regional public multi-service agency authorized by state statute to develop, manage, and provide services or programs to local educational agencies.
24. **Elementary School:** The term “elementary school” means a nonprofit institutional day or residential school, including a public elementary charter school that provides elementary education, as determined under state law.
25. **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.
26. **Faith Community:** Clergy/lay leaders of various denominations and religious beliefs.
27. **Final Report:** A formal cumulative accounting of all the project years of a program.
28. **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.
29. **Local Educational Agency (LEA):** The term “local educational agency” means a public board of education or other public authority legally constituted within a state for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a state, or of or for a combination of school districts or counties that is recognized in a state as an administrative agency for its public elementary schools or secondary schools.
30. **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.
31. **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.
32. **Mentor Programs:** Organizations whose function is to provide mentoring services for youth living in at-risk environments.

33. **Nonprofit:** The term “nonprofit,” as applied to a school, agency, organization, or institution means a school, agency, organization, or institution owned and operated by one or more nonprofit corporations or associations, no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual.
34. **On-site:** A site other than the contractor’s office such as recipient’s location.
35. **Performance Measures [Title IV, Section 4114 (d)(2)(B)]:** The LEA’s performance measures for drug and violence prevention programs and activities, shall consist of performance indicators for drug and violence prevention programs and activities; including:
 - A. specific reductions in the prevalence of identified risk factors; and
 - B. specific increases in the prevalence of protective factors, buffers, or assets if any have been identified; and
 - C. levels of performance for each performance indicator.
36. **Prevention:** A proactive process intended to promote and protect health and safety, and reduce or eliminate the need for remedial treatment of the physical, social, and emotional problems associated with the consumption of drugs and alcohol. It addresses individuals, the environmental settings in which they live, and the larger community.
37. **Prevention Services:** Is an organizational unit housed within the Department of Alcohol and Drug Programs, and serves as the lead in providing coordination, guidance and assistance in California’s statewide prevention efforts.
38. **Principles of Effectiveness (POE):** Prevention program accountability requirements developed by the U.S. Department of Education (DOE) that governs the use of SDFSC prevention grant funds. TA contractors receiving SDFSC funds must comply with the POE by providing services that facilitate meeting all of the following:
 - A. **Data Collection, Analysis and Utilization:**
 - 1) 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.

- 2) 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.

B. 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.

C. Science-Based Prevention:

Services are predicated on scientifically-based research that indicates the program to be used will reduce violence and ATOD use.

D. 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.

E. Evaluation:

- 1) Programs and services undergo a periodic evaluation to assess progress towards reducing violence and ATOD use in schools, based on performance measures.
- 2) Evaluation results are used to refine, improve and strengthen the program; to refine performance measures; and make results available to the public.

39. **Project Year:** Twelve months of the contract year.

40. **Protective Factor or Asset:** The terms “protective factor”, “buffer”, and “asset” mean any one of a number of the community, school, family, or peer-individual domains that are known, through prospective, longitudinal research efforts, or which are grounded in a well-established theoretical model of prevention, and have been shown to prevent alcohol, tobacco, or illegal drug use, as well as violent

behavior, by youth in the community, and which promote positive youth development.

41. **Research-Based Programs:** Prevention programs whose effectiveness has been determined through the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to educational activities and programs.
42. **Risk Factor:** The term “risk factor” means any one of a number of characteristics of the community, school, family, or peer-individual domains that are known, through prospective, longitudinal research efforts, to be predictive of alcohol, tobacco, and illegal drug use, as well as violent behavior, by youth in the school and community.
43. **Safe and Drug Free Schools and Communities(SDFSC):** Refers to the information found at www.ed.gov/about/offices/list/osdfs/index.html.
44. **Scientifically-Based Research:** The term scientifically-based research means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs; and includes research that:
 - A. Employs systematic, empirical methods that draw on observation or experiment;
 - B. Involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;
 - C. Relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;
 - D. Is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls;
 - E. Ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and

- F. Has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.
45. **Secondary School:** The term “secondary school” means a nonprofit institutional day or residential school, including a public secondary charter school that provides secondary education, as determined under state law, except that the term does not include any education beyond grade 12.
46. **Specific Population Groups:** for the purpose of this proposal, are defined to include African-Americans; Asians and Pacific Islanders; Chicanos/Latinos; Native Americans; gays/lesbians; elderly; women; youth; and people with disabilities.
47. **State Educational Agency:** The term “state educational agency” means the agency primarily responsible for the state supervision of public elementary and secondary schools – the California Department of Education.
48. **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:
- A. Assessment
 - B. Capacity
 - C. Planning
 - D. Implementation
 - E. 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.
49. **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.
50. **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.

51. **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.
52. **U.S. Department of Education (DOE):** Governs the use of Safe and Drug Free Schools and Communities (SDFSC) prevention grant money.
53. **Youth Development:** The ongoing growth process in which all youth are engaged in attempting to:
 - A. Meet their basic personal and social needs to be safe, feel cared for, be valued, be useful, and be spiritually grounded; and
 - B. 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
EXHIBIT A**

**TIME AND FUNDING SYNOPSIS
SCOPE OF WORK
PROJECT WORK PLAN**

1. TIME AND FUNDING SYNOPSIS

The contract period will be for 36 months. The maximum amount of this contract is not to exceed \$930,000 for the full 36-month contract period, nor can it exceed \$310,000 for the first year. However, funding after the first 12-month period is at the Department's discretion and contingent upon the availability of funds and satisfactory completion of the preceding year's objectives.

2. SCOPE OF WORK

A. The purpose of this agreement to provide program development, technical assistance (TA) and training services to alcohol and other drug (AOD) prevention programs receiving Safe and Drug Free Schools and Communities (SDFSC) state grant funds from the California Department of Alcohol and Drug Programs (ADP). The purpose of these services is to facilitate the success of the SDFSC grantees in achieving the outcomes relevant to SDFSC requirements, including compliance with the Principles of Effectiveness (POE).

B. The Department is committed to ongoing improvements in cultural and linguistic competency and has adopted the Culturally and Linguistically Appropriate Services (CLAS) standards developed by the Office of Minority Health, U.S. Department of Health and Human Services as the guiding document to develop a Cultural Competency Quality Improvement Strategic Plan to support CCQI in our service delivery system.

C. Primary service recipients will include county AOD offices, local community organizations, and the specific population groups in diverse communities that are served by these organizations. At the time of the contract start date, 18 SDFSC grantees will be eligible to receive TA and training services through this contract.

3. Contractor shall provide services as described in Section 1.9, Scope of Work and Deliverables, Exhibit A, Project Work Plans. (Note: Project Work Plans are based on the bidder's response to RFP)

4. The services shall be performed throughout California.

**ATTACHMENT II
SAMPLE CONTRACT**

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

STATE AGENCY	CONTRACTOR
Name: Heather Whitney	Name:
Title: Project Representative	Title:
Division: PSD - Prevention	Section/Unit
Address: Dept. of Alcohol and Drug Programs 1700 K Street, 4 th Floor Sacramento, CA 95811-4037	Address:
Phone: (916) 322-3821	Phone:
Fax: (916) 323-0633	Fax:
Email: hwhitney@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.

5. Contract Oversight

- A. 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.
- B. 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 duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- C. ADP's Project Representative or any authorized representative may also attend any events (e.g. conferences and training events) funded through this contract.

6. Key Personnel/Consultants

- A. 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.)
- B. Contractor shall obtain prior approval from ADP before utilizing consultants. A resume or vita shall accompany any request for consultant approval. If the

ATTACHMENT II SAMPLE CONTRACT

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.

7. Subcontracts

- A. 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.
- B. 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.
- C. Contractor shall submit any subcontracts to ADP for approval prior to implementation. Upon termination of any subcontract, ADP shall be notified immediately.
- D. The total of all subcontracting for this contract shall not exceed \$50,000 or 25 percent of the total contract, whichever is less.

8. 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.

9. 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.

**ATTACHMENT II
SAMPLE CONTRACT**

10. **Final Report**

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

11. **Project Work Plan**

Project Work Plans are based on the bidder's response to the RFP.

**ATTACHMENT II
SAMPLE CONTRACT**

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

A. 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.

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

- 1) Agreement number;
- 2) Time period covered; and,
- 3) 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.
- 4) Submit invoices to:

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

C. 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.

D. See the Sample Final Invoice of this Exhibit 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.

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

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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 the Sample Final Invoice 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.

6. **Budget Revisions - Informal**

- A. 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.
- B. 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.
- C. Funds may be moved between the line items shown on the budget within 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 Manager.
- D. The indirect cost percentage may be decreased but not increased. The DVBE Subcontractor line item shall not be decreased.
- E. 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.

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F. 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

A. 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:

- 1) A written statement of the adjustment requested;
- 2) A detailed description of why the adjustment is necessary;
- 3) How the need for the adjustment came about;
- 4) Indicate the adverse effects of not approving the requested adjustment;
- 5) Indicate other alternatives available; and,
- 6) Include a revised budget with columns showing the original budget amounts, the adjustment(s), and the new amounts.

B. 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.

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

ATTACHMENT II SAMPLE CONTRACT

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

- A. 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 \$400 per day, except for public utility services.
- B. 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.
- C. 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.

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

- A. 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.
- B. 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.

**ATTACHMENT II
SAMPLE CONTRACT**

- C. 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.
- D. 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.
- E. 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.

14. **Audits**

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.

15. **Revenue Restrictions**

- A. Contractor agrees that any fees, refunds, rebates, credits, interest or other amounts accruing to or received by the Contractor under this Agreement shall:
 - 1) Be adequately documented as to their receipt and use. Such documentation shall be provided to ADP upon request.
 - 2) Be utilized to off-set project costs approved by the ADP in writing.
 - 3) 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.
- B. Contractor may not charge participants a registration fee or fee for services.

**ATTACHMENT II
 SAMPLE CONTRACT
 SAMPLE INVOICE**

Billed To:
 Dept. of Alcohol and Drug Programs
 Attn: (Contract Monitor's Name)

Contractor: _____

1700 K Street, ___ Floor____
 Sacramento, CA 95811-4037
 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
 CONTRACTOR'S USE**

I hereby certify that all goods, services and required reports have been received pursuant to the contract.		
X	PROJECT REPRESENTATIVE	DATE
FUNDING INFORMATION FOR THIS INVOICE		
FEDERAL GRANT NAME AND AWARD YEAR		
STATE FISCAL YEAR		
INDEX	OBJECT	PCA

FOR

PLEASE USE BLUE INK FOR SIGNATURE
X
CONTRACTOR'S ORIGINAL SIGNATURE
DATE
CONTACT PERSON (PLEASE PRINT)
TELEPHONE NUMBER
EMAIL ADDRESS

**ATTACHMENT II
SAMPLE CONTRACT**

INVOICE INSTRUCTIONS

1. **BUDGET LINE ITEMS:** Enter the line items exactly as budgeted in the approved contract.
2. **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.
3. **COLUMN (2) "REVISIONS"** – Use this column only if making revisions to the contract budget which are necessary to accommodate current expenses listed on invoice.
4. **NOTE:** Please read your contract to determine your budget revision limitations.
5. **COLUMN (3) "ADJUSTED BALANCE"** – Use this column only when column (2), Revisions, was used. Column (1) plus/minus column (2) = column (3).
6. **COLUMN (4) "CURRENT EXPENSES"** – Enter expenses to be claimed by this invoice. These amounts must not exceed the adjusted balances in column (3).
7. **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).
8. **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

Contractor:

Attn: Contract Monitor
 1700 K Street, Floor____
 Sacramento, CA 95811-4037

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.		
X		
PROJECT REPRESENTATIVE	DATE	
FUNDING INFORMATION FOR THIS INVOICE		
FEDERAL GRANT NAME AND AWARD YEAR		
STATE FISCAL YEAR		
INDEX	OBJECT	PCA

PLEASE USE BLUE INK FOR SIGNATURE
X
CONTRACTOR'S ORIGINAL SIGNATURE
DATE:
CONTACT PERSON (PLEASE PRINT)
TELEPHONE #:
EMAIL ADDRESS:

**ATTACHMENT II
SAMPLE CONTRACT
EXHIBIT C**

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:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

**ATTACHMENT II
SAMPLE CONTRACT
EXHIBIT D**

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:

- 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.

ATTACHMENT II SAMPLE CONTRACT

- 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, 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.

ATTACHMENT II SAMPLE CONTRACT

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. 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.
 - 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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

ATTACHMENT II SAMPLE CONTRACT

payments may be affected by the timeliness of payments issued by ADP to the Contractor.

- G. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- H. 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 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.
- I. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- J. 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."
- K. 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.

12. Incorporated Request For Proposal Documents

- A. 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:

Request for Proposal ADP RFP 09-01 entitled: Safe and Drug Free Schools and Communities – State Grant Technical Assistance and Training Support

ATTACHMENT II SAMPLE CONTRACT

Project. This RFP is on file at ADP, Contracts Office.

- B. The Contractor's written proposal in response to the above named RFP.
- C. This Agreement is on file at ADP, Contracts Office.

13. 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.

- 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 09-01 entitled: Safe and Drug Free Schools and Communities – State Grant Technical Assistance and Training Support Project; and,
- D. Contractor's response to the RFP.

14. 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 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 subcontractors 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,

ATTACHMENT II SAMPLE CONTRACT

- 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.
15. **Contract Product Review**
- A. All contract products produced under this contract shall be developed in accordance with the requirements stated in the scope of work.
 - 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 its best efforts to incorporate requested changes.
16. **Contract Product Disclaimer/Credit Statements**
- A. If requested by ADP, 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, 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."
17. **Documents and Written Reports**
- Any document or written report prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the ADP contract number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by non-employees of the State exceeds \$5,000.

ATTACHMENT II SAMPLE CONTRACT

18. 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 alternative formats.

19. 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/alternative 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/alternative formats.

20. 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 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.

21. 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.

22. Editorial Guidelines

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

- A. "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.
- B. "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

ATTACHMENT II SAMPLE CONTRACT

- 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.
- C. “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.
 - D. 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.
 - E. 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.
 - F. The term “use” should be employed when making statements about people who 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.
 - G. 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.
 - H. Use “safety belt” instead of “seat belt” to emphasize the protective benefits of this device.
 - I. Whenever possible, attempt to be specific regarding the alcoholic beverage under discussion rather than using the general terms “liquor” or “spirits.”
 - J. “Alcohol and other drug use” or “abuse” is preferable over “substance abuse” or “substance use.”
 - K. Avoid the generic use of the terms “chemical use” and “chemical abuse” unless referring directly to chemically produced drugs.
 - L. Avoid using the term “hard” or “soft” drugs because these terms imply that some drugs, such as marijuana, are virtually harmless.
 - M. Use “injected drugs” or “injectable drugs” rather than the term “IV drugs” or “IV use.”

**ATTACHMENT II
SAMPLE CONTRACT**

- N. Avoid the term “recreational use of drugs,” which trivializes drug-taking behavior.
- O. 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.
- P. Use “crack cocaine” instead of “crack” because crack cocaine is a derivative of cocaine.
- Q. Avoid phrases such as “getting high,” “tripping out,” or “hooked.” These slang expressions trivialize the effects of alcohol and other drug use.
- R. Avoid using derogatory terms such as “drunks,” “potheads,” “dope fiends,” or “drug addicts.” These expressions show a lack of respect for individuals with alcohol and other drug problems.
- S. 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.
- T. Use “housing development” instead of “housing project,” “slum,” or slum dwelling.”

**ATTACHMENT II
SAMPLE CONTRACT
EXHIBIT E**

ADDITIONAL PROVISIONS
FEDERALLY FUNDED CONTRACTS

1. **Federal Laws**

This contract is governed by the following federal grant laws and rules:

Safe and Drug Free Schools and Communities State Grants

Title 20 United States Code commencing with sections 7111-7113, 7161-7165, and 7801 et. seq. Safe and Drug-Free Schools and Communities 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, and 97, 98, 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.

2. **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.

3. **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 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)

4. **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.

A. 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).

B. Institutions of higher education, hospitals, nonprofit organizations and commercial

ATTACHMENT II SAMPLE CONTRACT

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.

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

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- 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 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:**
- 1) 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.
 - 2) 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

ATTACHMENT II SAMPLE CONTRACT

and the State of California and/or Federal Government, whichever ordered the production of the data.

G. Copyrighted Data and Products:

If 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 created for the provision of services 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 Contractor'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.

**ATTACHMENT II
SAMPLE CONTRACT
EXHIBIT F**

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.
- 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.

ATTACHMENT II SAMPLE CONTRACT

- 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.

3. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

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

- 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.

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

ATTACHMENT II SAMPLE CONTRACT

- 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 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.
 - 5) 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

ATTACHMENT II SAMPLE CONTRACT

- 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.
- 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.

**ATTACHMENT II
 SAMPLE CONTRACT**

- 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, 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 Department of Alcohol and Drug Programs 1700 K Street Sacramento CA 95811-4037 Telephone: (916) 323-1865 Email: ghirahara@adp.ca.gov	John McCarthy, Security Officer Department of Alcohol and Drug Programs 1700 K Street Sacramento CA 95811-4037 Telephone: (916) 323-9892 Email: jmccarthy@adp.ca.gov

ATTACHMENT II SAMPLE CONTRACT

- 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>.
- 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.

ATTACHMENT II SAMPLE CONTRACT

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. 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

ATTACHMENT II SAMPLE CONTRACT

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

ATTACHMENT III
SAMPLE PROJECT WORK PLAN
(Note: One Project Work Plan for each year of the contact.)

1. PROGRAM GOAL: _____

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

**ATTACHMENT IV
 SAMPLE PROJECT BUDGET FORMAT**

COST CATEGORY	BUDGET YEAR ESTIMATES			Total Projected Costs
	Year 1	Year 2	Year 3	
PERSONNEL SERVICES				
Position Classification (1 FTE) Salary Range # of months/% of time				
Position Classification (.5 FTE) Salary Range # of months/% of time				
Position Classification (.5 FTE) Salary Range # of months/% of time				
Subtotal Personnel				
Fringe Benefits (____%)				
Total Personnel Services				
OPERATING EXPENSES				
Rent (\$___/sq. ft. x ___ sq. ft. x ___(time))				
Consultants (cost per hour/day and # of hours/days)				
Travel and per diem (Consultant)				
Travel and per diem (Staff)				
Telephone/FAX				
Postage				
Office Supplies				
Printing and Duplication				
Equipment (Rental, Use Allowance or Depreciation) (list type of equipment)				
Subcontractor				
TOTAL OPERATING EXPENSES				
INDIRECT COSTS (____%)				

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

**ATTACHMENT V
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
TRAVEL AND SUBSISTENCE GUIDELINES
EFFECTIVE 1-1-09**

1. TRAVEL:

- A. ADP will pay commuter-type 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: 55 cents per mile

- B. 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.

2. SUBSISTENCE:

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

- A. **MEALS:** Breakfast \$6.00, Lunch \$10.00, Dinner \$18.00, Total \$34.00
- B. **BREAKFAST:** To claim breakfast, travel must begin before 6 a.m.
- C. **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.
- D. **DINNER:** To claim dinner, travel must begin at or before 5 p.m.
- E. **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

F. FOR TRAVEL OF LESS THAN 24 HOURS:

- 1) Travel must begin at or before 6 a.m. and end at or after 9 a.m. to claim Breakfast.
- 2) Travel must begin at or before 4 p.m. and end at or after 7 p.m. to claim Dinner.
- 3) No lunch or incidentals may be reimbursed on travel of less than 24 hours.

**ATTACHMENT V
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
TRAVEL AND SUBSISTENCE GUIDELINES
EFFECTIVE 1-1-09**

G. 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.

H. 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.

I. 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 VI PREFERENCE PROGRAMS

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

1. **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:

- A. Achieve the minimum DVBE participation goals.
- B. 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.
- C. Submit and have approved a DVBE Utilization Plan by DGS. Utilization Plans are for contracts for goods and information technology.

2. **MEETING GOALS**

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

- A. **DVBE:** Commit to perform not less than three percent (3%) of the dollar amount of the bid or;
- B. **Non-DVBE:** Commit to use DVBEs for not less than three percent (3%) of the dollar amount of the bid.

3. **CONTRACT GOAL OR GOOD FAITH EFFORT**

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

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

OR

- B. 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.

4. **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.

ATTACHMENT VI PREFERENCE PROGRAMS

- 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:
 - 1) Contacts with this Department, other state, federal, and local governmental agencies. Internet address: www.pd.dgs.ca.gov/smbus .
 - 2) Advertisements in trade and focus papers. Note: Dual trade and focus paper advertising is acceptable.
 - 3) 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.
 - 4) Selection of DVBEs (use Exhibit A).
 - 5) Non-selection of potential subcontractors/consultant/suppliers.

5. USE OF PROPOSED DVBEs

- A. 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.
- B. 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 VI
PREFERENCE PROGRAMS**

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

DVBE COMPANY NAME	NATURE OF WORK	CONTRACTING WITH (BIDDER OR SUBCONTRACTOR)	<i>TIER</i>	CLAIMED DVBE DOLLAR AMOUNT	DVBE CERTIFICATION ATTACHED (YES OR NO)

ATTACHMENT VI PREFERENCE PROGRAMS

INSTRUCTIONS

1. 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.
2. **COMPANY NAME:** List the name of the DVBE subcontractor, consultant, or supplier proposed for participation.
3. **NATURE OF WORK:** Identify the proposed work to be performed by the DVBE listed.
4. **CONTRACTING WITH:** Indicate the name of the bidder or subcontractor with which the listed DVBE is directly contracting.
5. **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
6. **CLAIMED DVBE VALUE:** The total dollar amount to be claimed by the DVBE under this contract.
7. **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:

1. Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military Code; and,
2. 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 VI
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 VI PREFERENCE PROGRAMS

LOCAL RESOURCE ORGANIZATIONS (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: _____

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.

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.

**ATTACHMENT VI
PREFERENCE PROGRAMS**

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 VII
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:

1. Subcontractor name;
2. Address;
3. Phone number;
4. A description of the work to be performed and/or products supplied; and,
5. 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.

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:_____

ATTACHMENT VII STATE ECONOMIC DEVELOPMENT INCENTIVE PROGRAMS

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 Code 7118 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>

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 VIII
SAMPLE TECHNICAL ASSISTANCE APPLICATION**

**Alcohol and Other Drug Abuse
Technical Assistance Project**

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

Please submit completed application **four weeks prior** to proposed training to:

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

ATTACHMENT VIII SAMPLE TECHNICAL ASSISTANCE APPLICATION

APPLICANT INFORMATION

Contact Person: _____	Title: _____	TA #:
Organization: _____		
Address: _____		
City: _____	State: _____	Zip: _____
County: _____		
Phone: _____	Fax: _____	
E-Mail: _____	Website: _____	

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

- | | | |
|---|--|--|
| <input type="radio"/> Business/Professional Association | <input type="radio"/> City Agency | <input type="radio"/> Health Service Agency |
| <input type="radio"/> Board | <input type="radio"/> State Agency | <input type="radio"/> Law Enforcement |
| <input type="radio"/> Coalition/ Community Partnership | <input type="radio"/> Federal Agency | <input type="radio"/> Neighborhood/Housing |
| <input type="radio"/> Community-Based Organization | <input type="radio"/> Education K – 12 | <input type="radio"/> Religious Organization |
| <input type="radio"/> County ADP | <input type="radio"/> College | <input type="radio"/> FNL/Club Live |
| <input type="radio"/> Other County Agency | <input type="radio"/> Other: _____ | |

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

- | | | |
|---|--|----------------------------------|
| <input type="radio"/> Prevention Training Event/Brochure | <input type="radio"/> Colleague | <input type="radio"/> Internet |
| <input type="radio"/> County Alcohol and Drug Program | <input type="radio"/> Previous Utilization | <input type="radio"/> Consultant |
| <input type="radio"/> State Department of Alcohol and Drug Programs (ADP) | <input type="radio"/> Other: _____ | |

4. Please write a brief description of your organization:

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

ATTACHMENT VIII
SAMPLE TECHNICAL ASSISTANCE APPLICATION

TECHNICAL ASSISTANCE INFORMATION

(Use additional paper if necessary)

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

- Training Consultation Facilitation Product Development
 Compliance/Implementation of
POEs

Please Describe: _____

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.

- County/Local Regional (inter-county) Statewide

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

Gender:

- Male Female Both

ATTACHMENT VIII
SAMPLE TECHNICAL ASSISTANCE APPLICATION

Age Group:

- Children Adolescents/Teens Adults Seniors No
Specific Age: _____

Ethnic Groups:

- African American Caucasian Native American No Specific Group
 Asian/Pacific Islander Latino Other: _____

8. Does your organization have resources to pay for or share the cost of the technical assistance or training services? Yes 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? Yes No
If yes, please specify:

ATTACHMENT IX SAMPLE TECHNICAL ASSISTANCE EVALUATION FORM

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: TECHNICAL ASSISTANCE EVALUATION

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

ATTACHMENT X
TECHNICAL ASSISTANCE AND TRAINING
30-DAY FOLLOW-UP EVALUATION

10. 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 XI
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.
3. Provide the following in table format (sample tables attached):
 - Table 1: Summary of TA Requests and Assignments
 - Table 2: Technical Assistance Day by Classification
 - Table 3: Technical Assistance Requests by Grantee
 - Table 4: TA Subject Areas
 - Table 5: Training Events Completed
 - Table 6: Upcoming Training Events
4. Indicate any problems or difficulties identified during the month and methods used or recommendations for resolving problems or difficulties.

ATTACHMENT XII
TECHNICAL ASSISTANCE OUTCOME REPORT

Provide the following information for each TA Provided

1. Name / Address / Contact Person of Group Requesting Assistance
2. Name of TA Provider (Contractor or Consultant)
3. Date(s) TA Provided
4. Who was Trained (i.e., line staff, manager, board members, etc.)
5. 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
6. Amount of Hours Spent by TA Provider
 - _____ Preparation
 - _____ Travel
 - _____ Direct Services (Consultation and/or Training)
 - _____ Other (Specify) _____
7. Attach List and Copies of Relevant Materials (i.e., outlines, sign-in sheets, evaluation forms, etc.)

**ATTACHMENT XIII
 TECHNICAL ASSISTANCE OUTCOME REPORT
 SUMMARY OF TA REQUEST AND ASSIGNMENTS
 (WITHOUT TRAINING EVENTS)**

TABLE 1

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

Technical Assistance	Number	
	Month	To Date
Total Requests		
Assignments Completed		
Assignments in Progress		
Requests Canceled		
Requests Referred		
Requests Denied		

TABLE 2

TA Day by Classification

Type of Activity	Days in Progress	Days Completed	Total Days
1) Product			
2) Direct TA services			
3) Training			
TOTAL			

**ATTACHMENT XIV
TA REQUESTS BY GRANTEES**

TABLE 3

TA Requests by Grantee

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 XV
 TA SUBJECT AREA**

**TABLE 4
 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			
Strategic and Community Planning			
Working with LEAs			
Resource/Fund Development			
Program Development & Management			
Other			
TOTAL			

**TABLE 5
 Training Events Completed**

Training	County	Trainer	Date	# Attended	Overall Satisfaction

**TABLE 6
 Upcoming Training Events**

Training	Host County	Other Counties Attending	Trainer	Date	# Registered to date

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

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

**ATTACHMENT XVII
 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.

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