Napa State Hospital
2100 Napa-Vallejo Highway, CA 94558
(707)-254-2535

INVITATION FOR BID
Notice to Prospective Bidders

IFB Number: 12-41062
“Temporary/Relief Senior Clinical Laboratory Scientist Services”

May 17, 2013

You are invited to review and respond to this Invitation for Bid (IFB) Number 13-41024, entitled, “Temporary/Relief Senior Clinical Laboratory Scientist Services”. The Department of State Hospitals—Napa (DSH-Napa) is seeking bids for contracted Senior Clinical Laboratory Technologists to provide laboratory services to patients at DSH-Napa. These services will be performed at DSH-Napa, which is located at 2100 Napa Vallejo Highway, Napa, CA 94558.

In submitting your bid, you must comply with the instructions found herein. Failure to comply with any of the requirements may result in rejection of your bid. By submitting a bid, your firm agrees to the terms and conditions stated in this IFB and your proposed contract.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site http://www.dgs.ca.gov/ols/home.aspx.

This bid solicitation is published online in the California State Contracts Register, BidSync web site at http://www.dgs.ca.gov/pd/Programs/eprocure.aspx. To ensure receipt of any addenda that may be issued, and answers to questions posed, interested parties must register online at http://www.bidsync.com/help/bidsync/freebids.html.

The State reserves the right to award an Agreement to one (1) or up to (5) Contractors.

Erica Elkington
Contract Analyst
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Cover Page</td>
<td>1</td>
</tr>
<tr>
<td>ii. Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>I. Description of Services</td>
<td>3</td>
</tr>
<tr>
<td>A. Description of Services</td>
<td>3</td>
</tr>
<tr>
<td>B. Contract Term</td>
<td>3</td>
</tr>
<tr>
<td>II. Bidder Minimum Qualifications</td>
<td>3</td>
</tr>
<tr>
<td>III. Bid Requirements and Information</td>
<td>4</td>
</tr>
<tr>
<td>A. Key Action Dates</td>
<td>4</td>
</tr>
<tr>
<td>B. Bidders Questions</td>
<td>4</td>
</tr>
<tr>
<td>C. Submission of Bids</td>
<td>4 – 5</td>
</tr>
<tr>
<td>D. Evaluation and Selection</td>
<td>6</td>
</tr>
<tr>
<td>E. Award and Protest</td>
<td>6</td>
</tr>
<tr>
<td>F. Disposition of Bids</td>
<td>6</td>
</tr>
<tr>
<td>G. Agreement Execution and Performance</td>
<td>7</td>
</tr>
<tr>
<td>IV. Preference and Incentive Programs</td>
<td>7</td>
</tr>
<tr>
<td>A. Small Business Preference</td>
<td>7</td>
</tr>
<tr>
<td>B. Other Preference Programs</td>
<td>8</td>
</tr>
<tr>
<td>C. Disabled Veteran Business Enterprise Program</td>
<td>8 – 9</td>
</tr>
<tr>
<td>D. Combining Preference and Incentive</td>
<td>9</td>
</tr>
<tr>
<td>V. Bid Evaluation</td>
<td>10</td>
</tr>
<tr>
<td>VI. Required Attachments</td>
<td>10</td>
</tr>
<tr>
<td>Attachment 1 – Bid Submission Checklist</td>
<td>11</td>
</tr>
<tr>
<td>Attachment 2 – Bidder’s Certification</td>
<td>12</td>
</tr>
<tr>
<td>Attachment 3 – Minimum Qualifications Response</td>
<td>13</td>
</tr>
<tr>
<td>Attachment 4 – Bidder References</td>
<td>14</td>
</tr>
<tr>
<td>Attachment 5 – Darfur Contracting Act Certification</td>
<td>15</td>
</tr>
<tr>
<td>Attachment 6 – Bidder’s Rate Sheet</td>
<td>16</td>
</tr>
<tr>
<td>Attachment 7 – Bidder Declaration (Form GSPD-05-105) included by web site reference</td>
<td>17</td>
</tr>
<tr>
<td>Attachment 8 - Payee Data Record (Std. 204) ) included by web site reference</td>
<td>18</td>
</tr>
<tr>
<td>Attachment 9 – Sample Contract</td>
<td>19</td>
</tr>
<tr>
<td>Sample Standard Agreement (Std. 213)</td>
<td>19</td>
</tr>
<tr>
<td>Exhibit A – Scope of Work</td>
<td>20 – 25</td>
</tr>
<tr>
<td>Exhibit B – Budget Detail and Payment Provisions</td>
<td>26 – 27</td>
</tr>
<tr>
<td>Exhibit C – General Terms &amp; Conditions (GTC 610) included by web site reference</td>
<td>28</td>
</tr>
<tr>
<td>Exhibit D – Special Terms and Conditions</td>
<td>29 – 34</td>
</tr>
<tr>
<td>Exhibit E – Confidentiality and Information Security Provisions</td>
<td>35 – 38</td>
</tr>
<tr>
<td>Exhibit F – Insurance Requirements</td>
<td>39 – 40</td>
</tr>
<tr>
<td>Attachment 10 – Contractor Certification Clauses (CCC 307)</td>
<td>41 – 44</td>
</tr>
</tbody>
</table>
I. Description of Services and Contract Term

A. Description of Services

Contractor shall provide Department of State Hospitals—Napa (DSH-Napa), Temporary/Relief Senior Clinical Laboratory Technologist Services on-site at DSH-Napa, 2100 Napa Vallejo Highway, Napa, CA 94558, under the direction of the Laboratory Director of DSH-Napa.

Contractor will provide Temporary/Relief Senior Clinical Laboratory Technologist Services for the patients at DSH-Napa on an as-needed basis. Contractor shall also provide all labor, materials, staff, transportation, licenses, permits, certificates and every other item of expense necessary. Contractor will provide appropriate clinical evaluations and documentation to meet the requirements of Licensing, Title 22, and JCAHO requirements in accordance with the Scope of Work, commencing on Page 20.

Contracted services shall be provided Monday through Friday, 8:00 AM to 5:00 PM excluding State Holidays. “On Call/Standby” services may be required on an as needed basis.

Please carefully review and consider the detailed Scope of Work located in Attachment 9, Sample Contract Exhibit A, Scope of Work (Page 20), in order to complete your bid.

B. Contract Term:

The term of any contract resulting from this IFB is anticipated to be June 24, 2013 through September 30, 2013. DSH may modify the contract term and/or contract dollar amount during the term of the contract via a written amendment to the contract. The contract resulting from this IFB shall be of no force or effect until it is signed by both parties and approved. The Bidder awarded this contract is advised not to commence performance until this contract award has been made, all approvals have been obtained, and the awarded contract has been fully executed.

II. Bidder Minimum Qualifications

A. Contractor must submit a copy of their license to do Business in the State of California. Contractor, at Contractor’s own expense, shall maintain and possess such license, and any and all necessary license(s), permit(s), and certificate(s) required by law throughout the entire term of the contract. Such license(s) permits(s), and certificate(s) shall be in full force and effect prior to conducting any work required in connection with this contract.

B. Contractors located within the State of California shall meet all terms and conditions for operating a business in the city/county in which the business is headquartered. Contractors which are corporations located within the State of California, shall submit a copy of the incorporation document/letter from the Secretary of State of California. Contractors located outside the State of California shall meet all terms and conditions for operating a business in the state, province, or country in which the contractor is headquartered, and shall submit an affidavit to show that the business is in good standing in that state, province, or country.

C. Temporary/Registry staff must have a Bachelor’s Degree in Medical Technology or any related sciences.

D. Temporary/Registry staff must have a current license issued by the State of California Laboratory Field Services Department.

III. Bid Requirements and Information
A. Key Action Dates:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB available to prospective bidders</td>
<td>5/17/13</td>
<td>12:00 PM</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>5/28/13</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>Final Date for Bid Submission</td>
<td>6/11/13</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>Public Bid Opening</td>
<td>6/11/13</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>6/12/13</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Proposed Start Date of Agreement</td>
<td>6/24/13 or Upon approval</td>
<td>n/a</td>
</tr>
</tbody>
</table>

B. Bidder Questions:

1. Bidders should notify the DSH-Napa Contact Person immediately through the BidSync system (www.bidsync.com) if they need clarification about the services being sought or have questions about the IFB instructions or requirements. The level of detail that shall be provided, in response, is subject to the availability of DSH-Napa resources. **Note: It is the responsibility of the bidder to check BidSync for questions and/or changes within the IFB as all questions, answers, and addendums will posted. DSH-Napa will not be held responsible for inaccurate bids due to vendor’s oversight in reviewing any and all information via BidSync.**

2. Verbal comments regarding this IFB are unofficial and are not binding on DSH-Napa unless later confirmed in writing as an official addendum.

3. Bidders that fail to report a known or suspected problem with the IFB or fail to seek clarification and/or correction of the IFB, submit a bid at their own risk.

C. Submission of Bids:

1. All bids must be submitted under a **sealed** cover and received by DSH-Napa by the date and time shown in Section III, A – Key Action Dates. The sealed cover (i.e., the outside of the envelope or package) **must** be plainly marked with the IFB number and title, must show your firm name and address, and must be marked “DO NOT OPEN”, as shown in the following example:

   IFB # 12-41062
   Temporary/Relief Senior Clinical Laboratory Technologist Services
   ATTN: Erica Elkington
   Department of State Hospitals—Napa
   2100 Napa Vallejo Highway
   Napa, CA  94558
   
   DO NOT OPEN

2. Bids not submitted under a sealed cover shall be rejected. **A minimum of one (1) original and one (1) copy of the bid package must be submitted.**

3. All bid packages shall include the documents identified in Section IV, Required Attachments, Attachment 1, and Bid Submission Checklist (Page 11). Bids not including the proper required attachments shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
4. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.

5. Mail Delivery, Hand Delivery, or Overnight Delivery of bids should be addressed as in Item #1 above.

6. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and shall cause a bid to be rejected.

7. A bid shall be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State’s waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.

8. Costs for developing bids and anticipation of award of the agreement are entirely the responsibilities of the bidder and shall not be charged to the State of California.

9. An individual, who is authorized to bind the bidder contractually, shall sign the Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

10. A bidder may modify a bid, after its submission, by withdrawing their original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

11. A bidder may withdraw their bid by submitting a written withdrawal request to DMH/NSH Contract Office, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause, subsequent to bid submission deadline.

12. The awarding agency may modify the IFB, prior to the date fixed for submission of bids, by the issuance of an addendum to all parties who received a bid package.

13. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.

14. Before submitting a response to this solicitation, bidders should review their bids carefully, correct all errors, and confirm compliance with the IFB requirements.

15. Where applicable, bidder must carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

16. The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State’s General Terms and Conditions (GTC) are not negotiable.

17. No oral understanding or agreement shall be binding on either party.
D. Evaluation and Selection:

1. At the time of the bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

2. The State will evaluate each bid to determine its responsiveness to the published requirements.

3. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

4. Award, if made, may be to multiple service providers (up to 10) based upon the lowest responsive and responsible bids in accordance with Section V, Bid Evaluations.

E. Award and Protest:

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

2. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.

3. If any bidder, prior to the award of agreement, files a written protest with the Department of General Services and DSH-Napa Contract Services including the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

4. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that any protest be submitted by certified or registered mail. The address for the Department of General Services is:

   Department of General Services  
   Office of Legal Services  
   707 Third Street, 7th Floor, Suite 7-330  
   West Sacramento, CA 95605

F. Disposition of Bids:

Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
G. Agreement Execution and Performance:

1. Performance shall start no later than on the expressed date set by the awarding agency and after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.

2. All performance, under the agreement, shall be completed on or before the termination date of the agreement.

3. Contractor shall agree to all security provisions when the performance of work shall take place on any State Hospital grounds.

IV. Preference and Incentive Programs

A. Small Business Preference

In accordance with Government Code Section 14838.5, et seq. and California Code of Regulations, Title 2, Section 1896, et seq., a five (5) percent preference will be granted to bidders properly certified as a California Small Business, Microbusiness, or Non-Small Business with a Small Business subcontracting for a minimal of 25% of the bid amount. A five (5) percent preference will be granted to bidders certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code Section 999.50. Applications must be on file at the office of Small Business and Disabled Veteran Business Enterprise Certification by 5:00 p.m. on bid opening day.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount bid</th>
<th>SB status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder A</td>
<td>$50,000</td>
<td>No</td>
</tr>
<tr>
<td>Bidder B</td>
<td>$51,000</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**COMPUTATION**

Preference Formula: low bid x 5% = equals the amount of the preference

\[
$50,000 \times .05 = $2,500
\]

Bidder B bid: $51,000
Minus preference $2,500
Adjusted amount (for evaluation only) $48,500

After the application of the Small Business Preference the Bidder B is the apparent low bidder.
B. Other Preference Programs

Additional preference programs exist for business enterprise zones and military base closure areas. For information regarding these programs:
- Target Area Contract Preference Act (TACPA),
- Local Agency Military Base Recovery Area (LAMBRA) Act,
- Enterprise Zone Act (EZA),

please see the following web site addresses:
http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx

C. Disabled Veteran Business Enterprise Program

Disabled Veteran Business Enterprise Program Incentive

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

<table>
<thead>
<tr>
<th>DVBE Incentive Participation of:</th>
<th>DVBE Incentive:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5% or Over</td>
<td>5%</td>
</tr>
<tr>
<td>4% to 4.99% Inclusive</td>
<td>4%</td>
</tr>
<tr>
<td>3% to 3.99% Inclusive</td>
<td>3%</td>
</tr>
<tr>
<td>2% to 2.99% Inclusive</td>
<td>2%</td>
</tr>
<tr>
<td>1% to 1.99% Inclusive</td>
<td>1%</td>
</tr>
</tbody>
</table>

The net bid price of responsive bids with DVBE participation will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked, responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be other California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or $100,000.00, whichever is less, of the #1 ranked net bid price. When used in combination with a Small Business preference adjustment, the cumulative adjustment amount cannot exceed $100,000.00. Please note that a non-small business bidder with a DVBE Incentive preference may not displace a small-business bidder [CA Code of Regulations, Title 2, 1896.99.100(c)].

Information submitted by the bidder to claim the DVBE incentive will be verified by the State. Only the DVBEs who shall perform a commercially useful function relevant to the Scope of Work included in this IFB may be used to qualify the bidder for a DVBE incentive.

For more information regarding the DVBE incentive, Commercially Useful Function definition, and how to find DVBEs, please view the following website:

<table>
<thead>
<tr>
<th>EXAMPLE 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>Bidder A</td>
</tr>
<tr>
<td>Bidder B</td>
</tr>
<tr>
<td>Bidder C</td>
</tr>
</tbody>
</table>
Incentive Formula: low bid x 3% = equals the amount of the Incentive

**COMPUTATION**

$50,000 (low bid x .03 (DVBE) = $1,500 (incentive)

<table>
<thead>
<tr>
<th>Bidder C bid:</th>
<th>$51,100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minus Incentive</td>
<td>1,500</td>
</tr>
<tr>
<td>Adjusted amount</td>
<td>$49,600</td>
</tr>
</tbody>
</table>

After the application of the DVBE Incentive, Bidder C is the apparent low bidder.

D. COMBINING PREFERENCES AND INCENTIVE

For evaluation purposes only if a bidder is eligible for Preferences and Incentives, they are calculated separately and then subtracted from their actual bid.

**EXAMPLE 3**

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount Bid</th>
<th>SB Status</th>
<th>DVBE Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder A</td>
<td>$50,000</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Bidder B</td>
<td>$51,000</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Bidder C</td>
<td>$53,100</td>
<td>Yes</td>
<td>DVBE 3%</td>
</tr>
</tbody>
</table>

Calculations for Bidder C:

Step 1 - SB Preference Formula: low bid x 5% = equals the amount of the preference

$50,000 x .05 = $2,500 deduction

Step 2 - Incentive Formula: low bid x 3% = equals the amount of the Incentive

$50,000 (low bid x .03 (DVBE) = $1,500 deduction

Step 3 - Combined SB Preference and DVBE Incentive

\[
\text{SB deduction} + \text{DVBE deduction} = \text{Total Deduction}
\]

\[
\begin{align*}
2,500 & \text{ SB deduction} \\
+ 1,500 & \text{ DVBE deduction} \\
\hline
4,000 & \text{ Total Deduction}
\end{align*}
\]

Step 4 - Subtract preference amount from original bid to determine bid evaluation amount

\[
\begin{align*}
53,100 & \text{ original bid} \\
- 4,000 & \text{ Total Deduction} \\
\hline
49,100 & \text{ Bid evaluation amount}
\end{align*}
\]

BASED ON THE CALCULATION BIDDER C IS THE LOW BIDDER
V. BID EVALUATION

A. Multiple Awards

This IFB may result in multiple contract awards, utilizing up to ten (10) contractors, in order to meet the demands of patient care and the required ratio of staff to patients. Under the Multi-Award Contract, Napa State Hospital may award to multiple contractors by ranking the contractors based on the lowest responsive and responsible bid as primary followed by the next nine (9) lowest responsive and responsible bids. All contractors will be used for back up services, in the event that the primary bidder is unavailable to provide the services requested.

B. This section will be completed by DMH/NSH, for evaluation only. It is included to show the bidder how preferences are calculated.

FOR EACH BID
(These calculations do not change the amount of the bid.)

<table>
<thead>
<tr>
<th>SB Preference and DVBE Incentive Calculations</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB</td>
</tr>
<tr>
<td>Low Bid</td>
</tr>
<tr>
<td>X .05% = $</td>
</tr>
<tr>
<td>DVBE Incentive</td>
</tr>
<tr>
<td>Low Bid</td>
</tr>
<tr>
<td>X Percentage of participation = $</td>
</tr>
<tr>
<td>Total Preference and Incentive Deduction $</td>
</tr>
<tr>
<td>Final Calculation</td>
</tr>
<tr>
<td>Actual Amount of Bid $</td>
</tr>
<tr>
<td>Minus Preference and Incentive Deductions - $</td>
</tr>
<tr>
<td>ADJUSTED BID EVALUATION AMOUNT $</td>
</tr>
</tbody>
</table>

VI. Required Attachments
Refer to the following pages for additional Required Attachments that are a required part of this solicitation.
ATTACHMENT 1
Bid Submission Checklist

Complete this checklist to confirm the items in your bid. For your bid to be considered responsive, Attachments 1 through 8 in this checklist must be submitted by the Bid Submittal Deadline indicated in this IFB. Include this checklist with your bid package.

Contractor Name: _______________________________________________________________

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Name of Attachment</th>
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<tbody>
<tr>
<td>☐</td>
<td>Attachment 1</td>
</tr>
<tr>
<td>☐</td>
<td>Bid Submission Checklist</td>
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<td>☐</td>
<td>Attachment 3</td>
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<td>☐</td>
<td>Minimum Qualifications Explanation</td>
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<td>Attachment 4</td>
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<tr>
<td>☐</td>
<td>Bidder References</td>
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<tr>
<td>☐</td>
<td>Attachment 5</td>
</tr>
<tr>
<td>☐</td>
<td>Darfur Contracting Act Certification (only if applicable)</td>
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<td>☐</td>
<td>Attachment 6</td>
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<td>☐</td>
<td>Bidder’s Rate Sheet</td>
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<td>☐</td>
<td>Attachment 7</td>
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<td>☐</td>
<td>Bidder Declaration (GSPD 05-105)</td>
</tr>
<tr>
<td></td>
<td>This form is not included in this IFB. Please obtain from the following web site:</td>
</tr>
<tr>
<td>☐</td>
<td>Attachment 8</td>
</tr>
<tr>
<td>☐</td>
<td>Payee Data Record, Std. 204</td>
</tr>
<tr>
<td></td>
<td>This form is not included in this IFB. Please obtain from the following web site:</td>
</tr>
</tbody>
</table>
ATTACHMENT 2
Bidder’s Certification

The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bidder’s Certification May Be Cause for Rejection

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Original Signature</th>
<th>Date</th>
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</tbody>
</table>
## ATTACHMENT 3
Minimum Qualification Response

<table>
<thead>
<tr>
<th>Minimum Qualification</th>
<th>Bidder's Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor must submit a copy of their license to do Business in the State of California. Contractor, at Contractor’s own expense, shall maintain and possess such license, and any and all necessary license(s), permit(s), and certificate(s) required by law throughout the entire term of the contract. Such license(s) permit(s), and certificate(s) shall be in full force and effect prior to conducting any work required in connection with this contract.</td>
<td>Copy of Business License(s) Included? Yes No</td>
</tr>
<tr>
<td>Contractors located within the State of California shall meet all terms and conditions for operating a business in the city/county in which the business is headquartered. Contractors which are corporations located within the State of California, shall submit a copy of the incorporation document/letter from the Secretary of State of California. Contractors located outside the State of California shall meet all terms and conditions for operating a business in the state, province, or country in which the contractor is headquartered, and shall submit an affidavit to show that the business is in good standing in that state, province, or country.</td>
<td>Copy of incorporation document/letter from the Secretary of State of California included? Yes No</td>
</tr>
<tr>
<td>Temporary/Registry staff must have a Bachelor's Degree in Medical Technology or any related sciences.</td>
<td>Copy of Bachelor’s Degree/proof of degree included? Yes No</td>
</tr>
<tr>
<td>Temporary/Registry staff must have a current license issued by the State of California Laboratory Field Services Department.</td>
<td>Copy of current license issued by the State of CA Laboratory Field Services Dept. included? Yes No</td>
</tr>
</tbody>
</table>
**ATTACHMENT 4**

**Bidder References**

Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive. List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Name of Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>Contact person</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
<td>Description of Work</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference 2</th>
<th>Name of Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>Contact person</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
<td>Description of Work</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference 3</th>
<th>Name of Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
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<tr>
<td></td>
<td>Contact person</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
<td>Description of Work</td>
</tr>
</tbody>
</table>
ATTACHMENT 5
Darfur Contracting Act Certification

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

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

**OPTION #1 – CERTIFICATION**

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

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

<table>
<thead>
<tr>
<th>Company/Vendor Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>Executed in the County and State of</td>
</tr>
</tbody>
</table>

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

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

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

<table>
<thead>
<tr>
<th>Company/Vendor Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initials of Submitter</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Initialing</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 6
Bidder's Rate Sheet for DSH-Napa

Contractor Name: _______________________________________________________________

Contractor hereby proposes to furnish all services and to perform all work required in accordance with the conditions and scope of services as set forth in Exhibit A – Scope of Work.

Bidder shall provide one hourly bid rate per position for Licensed Clinical Psychiatrist. The bidder shall set forth the bid rates in clear, legible figures in the space provided. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State. The estimates listed below are a good faith estimate and are not a guarantee of business and is subject to change depending on DMH Napa State Hospital fluctuation in patients.

THE CONTRACT RANKING WILL BE BASED ON THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

Fiscal Year 2012/2013 Estimated for a 1 month term

<table>
<thead>
<tr>
<th>Estimated Number of Laboratory Technologists</th>
<th>Hourly Rate</th>
<th>Estimated Number of Hours per Month</th>
<th>Estimated Number of Months</th>
<th>Total Dollar Amount FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>X</td>
<td>168</td>
<td>X</td>
<td>1</td>
</tr>
</tbody>
</table>

Fiscal Year 2013/2014 Estimated for a 3 month term

<table>
<thead>
<tr>
<th>Estimated Number of Licensed Psychiatrists</th>
<th>Hourly Rate</th>
<th>Estimated Number of Hours per Month</th>
<th>Estimated Number of Months</th>
<th>Total Dollar Amount FY 13/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>X</td>
<td>168</td>
<td>X</td>
<td>3</td>
</tr>
</tbody>
</table>

Grand Total Dollar Amount for total contract term: $ __________________________
ATTACHMENT 7
Bidder Declaration (Form GSPD 05-105)

Please note that the Bidder Declaration (Form GSPD 05-105) is incorporated by reference. It is available to view and download at the Department of General Services, Procurement Department’s website at:
ATTACHMENT 8
Payee Data Record (Form Std 204)

Please note that the Payee Data Record (Form Std 204) is incorporated by reference (see Std. 213), and they are mandatory and non-negotiable. They may be viewed and downloaded at:
1. This Agreement is entered into between the State Agency and the Contractor named below:

<table>
<thead>
<tr>
<th>STATE AGENCY'S NAME</th>
<th>CONTRACTOR'S NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of State Hospitals—Napa</td>
<td></td>
</tr>
</tbody>
</table>

2. The term of this agreement is through

3. The maximum amount of this Agreement is:

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

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A – Scope of Work</td>
<td>page(s)</td>
</tr>
<tr>
<td>B – Budget Detail and Payment Provisions</td>
<td>page(s)</td>
</tr>
<tr>
<td>C* – General Terms and Conditions</td>
<td>GTC-610</td>
</tr>
<tr>
<td>Exhibit D – Special Terms and Conditions</td>
<td>6 pages</td>
</tr>
<tr>
<td>Exhibit E – Confidentiality and Information Security Provisions</td>
<td>4 pages</td>
</tr>
<tr>
<td>Exhibit F – Insurance Requirements</td>
<td>2 pages</td>
</tr>
</tbody>
</table>

* Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>California Department of General Services Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSTRUCTOR'S NAME</td>
<td></td>
</tr>
<tr>
<td>(if other than an individual, state whether a corporation, partnership, etc.)</td>
<td></td>
</tr>
<tr>
<td>BY (Authorized Signature)</td>
<td>DATE SIGNED (Do not type)</td>
</tr>
<tr>
<td>?</td>
<td></td>
</tr>
</tbody>
</table>

| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| ? | |

| ADDRESS | |
| ? | |

| AGENCY NAME | |
| Department of State Hospitals—Napa | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) |
| ? | |

| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| ? | |

| ADDRESS | |
| ? | |

1600 9th St., Sacramento, CA 95814
EXHIBIT A
SCOPE OF WORK

1. (Contractor Name), hereafter referred to as Contractor, agrees to provide the Department of State Hospitals—Napa (DSH-Napa), all equipment, materials, supplies, personnel, transportation, licenses, and permits necessary to perform the work stated herein.

The Temporary/Relief Licensed Clinical Laboratory Scientists, under supervision of the Laboratory Director or Designee, is to provide the highest quality of medical services reasonable and consistent with available resources and to assure that the appropriate clinical evaluations and documentation meet the requirements and standards set forth by the California Department of Public Health Licensing and Certification, Title 22, the Joint Commission and the Department of Justice.

2. The services shall be performed at Napa State Hospital, 2100 Napa Vallejo Highway, Napa, CA 94558.

3. The services shall be provided from 8:00 am to 5:00 pm, Monday through Friday, excluding State Holidays. On Call, Nights and Standby services may be required on an as needed basis.

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

Direct all inquiries regarding the work to:

<table>
<thead>
<tr>
<th>Department of State Hospitals—Napa</th>
<th>Contractor’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit: Laboratory Director</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention:</td>
</tr>
<tr>
<td>Address: 2100 Napa Vallejo Highway</td>
<td>Address:</td>
</tr>
<tr>
<td>Napa, CA 94558</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

Direct all administrative inquiries to:

<table>
<thead>
<tr>
<th>Department of State Hospitals—Napa</th>
<th>Contractor’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit: Laboratory Director</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention:</td>
</tr>
<tr>
<td>Address: 2100 Napa Vallejo Highway</td>
<td>Address:</td>
</tr>
<tr>
<td>Napa, CA 94558</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

5. Detailed description of work

A. Temporary/Relief Licensed Clinical Laboratory Scientist duties under this contract shall include, but are not limited to:
   i. Providing guidance, training and supervision to Clinical Laboratory Technologists and Laboratory Assistants as needed and/or directed by Laboratory Director. Perform difficult technical work as well as medium to high complexity tests in all sections of the Laboratory (Hematology, Clinical Chemistry, Serology, Coagulation Studies and Urinalysis). Help develop necessary changes in Laboratory procedures to ensure compliance with Department of State Hospitals administrative directives, state and federal laws.
ii. Perform Quality Control and Proficiency Testing as needed. Perform and maintain records of equipment maintenance as specified by Departmental Procedures. Ensure proper inventory of supplies.

iii. Perform other duties as required.

B. Upon request by DSH-Napa, the Contractor(s) shall provide the name, date of birth, Social Security Number, and valid State Driver’s License or Identification Card number, of all prospective employees for the Hospital security check and gate clearance approval.

C. The Medical Director or Designee shall be notified of any additions or corrections to the Contractor’s list of prospective employees at least five (5) working days before the employee’s start date.

D. Contractor(s) acknowledges that DSH-Napa is not obligated to provide or pay for patient health care services or treatment beyond those that are essential to prevent death, or permanent or severe disability. If health care service or treatment is nonessential or could safely be deferred until the patient is released from custody, when he is able to arrange for services for himself, Napa State Hospital shall defer services. Prior authorization must be obtained and documented in the patient’s health record for those excluded health care services or treatments listed in DSH-Napa’s Standards of Care.

E. Contractor(s) agree that all expenses associated with travel to and from the hospital, lodging and all training expenses, such as continuing medical education for referred personnel, shall be at the expense of the Contractor(s) and will not be reimbursed by DSH-Napa.

F. Contractor(s) shall maintain current resumes and at least two (2) reference checks on each staff member and maintain records of verification. Such records shall include the following:

   i. Name of person contacted and date
   ii. Name of previous paid employment/facility/areas/units worked and in what capacity
   iii. Length of Employment
   iv. Rehire status

G. Contractor(s) shall have a locally based contact person available by telephone during normal business hours (8:00 am to 5:00 pm.) Telephone answering devices (i.e., message machines) are not acceptable. Initial contact by the Hospital will be by telephone; however, the Hospital shall follow up with a facsimile. The Contractor(s) shall respond to the Hospital’s request for services within two (2) hours of the initial contact.

H. Contractor(s) shall provide Licensed Clinical Laboratory Scientists for services to DSH-Napa within the period of time mutually agreed upon between the hospital Contract Liaison and Contractor(s). Requests for services shall be for a minimum of eight (8) hours per day, with a one (1) hour lunch. When requesting services, DSH-Napa shall inform the Contractor(s) of:

   i. Duration of services
   ii. Number of staff required
   iii. Shift assignment(s)

I. If the duration of services must be extended, DSH-Napa shall make every attempt to notify the Contractor(s) not less than five (5) working days before the end of the current service period. The Contract Liaison shall document the request in writing.

J. DSH-Napa may cancel or change requested provider assignments by telephone, without incurring any liability, up to twenty-four (24) hours before a provider’s scheduled reporting time. If cancellation time occurs less than twenty-four (24) hours before reporting, the hospital shall be responsible for finding suitable tasks for the provider during the next shift following the request to cancel.
K. Contractor(s) shall notify DSH-Napa at least twenty-four (24) hours in advance of scheduled services if unable to provide services for reasons other than illness, or immediately provide replacement staff to avoid disruption of services.

L. Prior to providing services as outlined in this contract, Contractor(s) shall:
   
   i. Ensure that each Licensed Clinical Laboratory Scientists referred to DSH-Napa by the Contractor(s) shall have a current and valid license issued by The Medical Board of California. A current and valid copy shall be provided to DSH-Napa prior to commencement of services.
   
   ii. Ensure that all licenses, permits, certifications, insurance, and other requirements as outlined herein are current and in effect at all times during the term of this contract.
   
   iii. Provide current/renewed license/certification(s)/insurance to DSH-Napa prior to commencement of services, and no less than thirty (30) days prior to expiration, or replace the service provider. If, during the course of this contract, any of the required licenses, certifications, or insurance as stated herein are found to be inactive or not in compliance, DSH-Napa may immediately terminate referred personnel or this contract.

M. Contractor(s) is responsible for verifying through the appropriate licensing board that no adverse action has been taken by state licensing authorities against any personnel assigned to DSH-Napa, and that all licenses are active and void of misconduct. DSH-Napa may, at its discretion, verify the current status of any Licensed Clinical Laboratory Scientist(s) assigned.

N. Contractor(s) must provide proof of Business License by the State Of California

O. Contractor(s) shall maintain and retain all employee records, including all records of required health examination, employment records such as W-2 Forms, etc., for a minimum of three (3) years following the termination of employment of any staff assigned to DSH-Napa.

P. Contractor(s) and Contractor’s provider(s) shall ensure that all Licensed Clinical Laboratory Scientists(s) services have prior authorization and are mutually agreed upon between the Laboratory Director or Designee and the Contractor(s)

Q. At the time of scheduling, DSH-Napa shall provide the Contractor(s) with an estimated period of time the hospital anticipates the need for Licensed Clinical Laboratory Scientists(s) services. This will be a good faith estimate based on the circumstances known to DSH-Napa at the time of the request. It is not a guarantee of business, and is subject to change depending on DSH-Napa’s ability to fill staff vacancies and/or the return to work of DSH-Napa staff from long-term sick leave, and fluctuations in the patient population. However, DSH-Napa shall endeavor to provide five (5) working days notice prior to cancellation of provider(s) assignment.

R. Contractor(s) shall be responsible for rotating Licensed Clinical Laboratory Scientists and providing relief staff to avoid Contractor’s payment of overtime. DSH-Napa shall only pay overtime to Contractor(s) for unanticipated events, such as a hospital emergency after a regular work schedule at one and a half (1 ½) the hourly rate identified in Contractor’s Budget Detail (Exhibit B) when authorized by the Medical Director or Designee.

If an unanticipated overtime situation arises, Contractor(s) must obtain written approval from the Laboratory Director or Designee for payment of overtime. Contractor’s failure to obtain written approval for overtime will make the Contractor(s) the responsible party for payment of any unauthorized overtime to affected personnel if the Laboratory Director or Designee approves the overtime, a copy of the approval letter must accompany the monthly invoices.

S. Contractor(s) shall guarantee that California Labor Code, Division 2, Part 2, Chapter 1, Section 500 through 558, have been complied with when providing personnel to work the alternate and/or regular
work schedule. Pursuant to California Labor Code Sections 500 through 558, overtime will apply as follows:

i. Regular Work Schedule – eight (8) hour shift. The time worked must be in excess of eight (8) hours per day.

ii. Alternate Work Schedule – ten (10) or twelve (12) shift. Contractor(s) shall ensure that all personnel provided under the alternate work schedule understand that any time worked under these criteria will be paid at straight time. Overtime will apply only when the time worked is in excess of the assigned ten (10) or twelve (12) hour shift per day or in excess of forty (40) hours within the same workweek.

T. In order to determine if service standards and department/hospital policies and procedures are adhered to and maintained, DSH-Napa will routinely evaluate the work performance of all personnel assigned to DSH-Napa. Any Contractor(s) staff or personnel who fails to perform, does not meet the minimum qualifications, or who is physically or mentally incapable of performing the required duties of the position shall not be permitted to perform services. The Laboratory Director or Designee shall state in writing the reasons personnel do not meet qualifications and DSH-Napa shall not be required to pay Contractor(s) for any hours worked by such staff. Contractor(s) will be required to provide an immediate replacement.

U. Inspections shall be carried out by the Laboratory Director or Designee at various times during the contract term to check on the quality and quantity of work. The Contract Liaison will determine acceptability of work performed through the Laboratory Director or Designee before contract payment will be approved.

6. Laboratory Requirements

A. Prior to providing services as outlined in this agreement, Contractor(s) shall provide a roster listing all Licensed Clinical Laboratory Scientist(s) designated for assignment to DSH-Napa. The Contractor(s) shall report in writing the resignation or dismissal of personnel who are essential to the successful performance of the agreement.

B. DSH-Napa will approve in advance all required personnel assigned to the contract. If any Contractor or their referred staff is unable to perform due to illness, misconduct, or resignation, or factors beyond the Contractor’s control, the Contractor(s) shall immediately submit qualifications of proposed substitute personnel to DSH-Napa for approval. Failure to do so may be cause for termination of the contract.

C. Contractor(s) agrees that Contractor(s), their staff, and their Licensed Clinical Laboratory Scientist(s) shall be proficient in the English language; be able to speak fluently, understand oral and written communications, and write effectively in the English language. Any referred staff that fails to meet the minimum qualifications, or is physically or mentally incapable of performing the duties of the position, shall not be permitted to perform service. The Laboratory Director or Designee shall state in writing the reason(s) the provider does not meet the minimum qualifications. The hospital shall not pay the Contractor(s) for any hours worked.

D. All patient care services, performed at DSH-Napa must comply with applicable Joint Commission (JCAHO) standards.

E. Contractor(s) shall cooperate with Hospital security procedures.

F. Contractor(s) agrees that, orientation may include, but is not limited to, the following:

i. Required to carry DSH-Napa identification badge

ii. Patient security policies and procedures

iii. Reporting for beginning/ending of shift assignment
iv. Rules governing overtime
v. Dress code
vi. Reporting of personal illness
vii. Reporting of industrial illness or injury
viii. Background investigations, fingerprinting and Digest of Laws Relating to Association with Hospital patient Requirements
ix. Authorization to be on DSH-Napa premises limited to scheduled work hours or orientation
x. Rules governing gate clearance requirements
xi. Administrative and related service provided policies/procedures
xii. Tuberculosis (TB) Exposure Testing

G. Upon initiation of services, Contractor(s) shall coordinate with the Medical Director or designee, for contract staff facility orientation to include but not limited to Fire and Life Safety, Patient Rights, Confidentiality, Privacy Protection, Discrimination and Sexual Harassment.

H. Each Contractor(s) personnel will be paid for the time spent in the orientation class after working at DSH-Napa a minimum of eighty (80) hours in excess of the orientation hours. Attendees who do not work a minimum of eighty (80) hours in excess of the orientation class hours shall not be paid for the time spent in the orientation class.

I. To maintain continuity of services and ensure safety for all workers should a prolonged need for services develop, Contractor(s) shall make available to DSH-Napa only those personnel who have completed all components of the orientation.

J. Referred staff will be required to pass medical examination (physical), TB screening, and live scan prior to beginning work schedule.

K. All Contractor(s) and/or Contractor’s employee(s) providing services through the sally port and into the security area of DSH-Napa; and/or all Contractor(s) and/or Contractor’s employee(s) who could compromise the safety and security of the facility, the well being of patients, including confidentiality, shall submit to a fingerprint and background check.

The security and background check and clearance shall be administered by DSH-Napa prior to commencement of contract services, in compliance with the DSH Special Order No. 407.02, Section 4.0, related to Outside Independent Contractors.

L. At the discretion of DSH-Napa, a segment of the orientation may include the Patient Safety Program, Care of the Geriatric and Adult Male Patient, and Potential Barriers to Cultural Communication and Service Delivery. No contractor(s)/contract service provider shall be exempt from participating in DSH-Napa’s orientation program.

M. Dress Code Standards: Contract service providers will be restricted from entering the security area if not properly attired, and are prohibited from wearing any khaki colored clothing while on state hospital grounds.

N. DSH-Napa retains professional and administrative responsibility for the services rendered.

O. DSH-Napa reserves the right for Amendment on this contract, binding both DSH-Napa and Contractor(s) approval, for either an extension of time or funding.

P. Personal Duress Alarm Tags: Contractor is required to be familiar with and adhere to NSH AD #296 pertaining to the use of the PDAS alarm and safety system which will be covered in the initial
contractor training. PDAs will be checked out at DSH-Napa’s Sally Port.

S. Vendors and contractors have the option of making a deposit for keys, please reference Administrative Directive #524. Outside vendors and contractors, who do not wish to make a key deposit, shall be advised to use the phones located at the front and back entrance to announce their arrival. Departments should make attempts to pre-arrange these visits, as they will have to provide an escort.
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified in paragraph 6, Budget Detail.

B. Invoices shall be submitted not more frequently than monthly in arrears.

2. Instructions to Contractor

A. To expedite the processing of invoices submitted to the Department of State Hospitals (DSH) for payment, all invoice(s) shall be submitted to the DSH Contract Manager for review and approval at the following address:

Department of State Hospitals—Napa
Attention: Accounting Office
2100 Napa Vallejo Highway
Napa, CA  94558

i. Attention: Invoices shall be submitted as one original and three copies.

ii. The following items are required on all invoices:
1. Contractor name and address printed on company letterhead or on invoice template provided by DSH Contract Manager
2. Services or deliverables provided should be itemized in accordance with the Budget Detail
3. Date(s) of services or deliverables provided
4. DSH/NSH contract number
5. Invoice date
6. Invoice total
7. Authorizing signature

3. Budget Contingency Clause

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 no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

C. If this contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this contract was executed, the State may exercise its option to cancel this contract.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.
4. **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.

5. **Budget Detail**
   The Contractor will furnish all services and perform all work required in accordance with the conditions and scope of services as set forth in Exhibit A – Scope of Work.

   **Contractor’s Fees for Licensed Senior Clinical Laboratory Scientist(s)**

   The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State. The estimates listed below are a good faith estimate and are not a guarantee of business and is subject to change depending on DSH-Napa fluctuation in patients’ needs.

   **Rate sheets attached**

   Grand Total Dollar Amount for total contract term: $________________________
EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 610)

Please note that the GTC-610 are incorporated by reference (see Std. 213), and they are mandatory and non-negotiable. They may be viewed and downloaded, by clicking on the box labeled ‘Standard Language’, at: http://www.dgs.ca.gov/ols/home.aspx.
EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS
   Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for Bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Agreement to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

2. PUBLICATIONS AND REPORTS
   A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Agreement. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

   B. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

3. PROGRESS REPORTS
   If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION
   Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF
   Department of State Hospitals staff shall be permitted to work side by side with Contractor’s staff to the extent and under conditions as directed by the State Contract Manager. In this connection, Department of State Hospitals staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS
   A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

   B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the State’s actions on the same, except to the Department of State Hospitals staff, Contractor’s own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

   LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA

A. “Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. “Generated data” is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. “Deliverable data” is that data which under terms of this Agreement is required to be delivered to the State. Such data shall be property of the State.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

8. APPROVAL OF PRODUCT
   Each product to be approved under this Agreement shall be approved by the Contract Manager. The State’s determination as to satisfactory work shall be final absent fraud or mistake.

9. SUBSTITUTIONS
   Contractor’s key personnel as indicated in its proposal may not be substituted without the Contract Manager’s prior written approval.

10. NOTICE
    Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.

11. WAIVER
    No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Agreement or the right of State to enforce said provisions.

12. GRATUITIES AND CONTINGENCY FEES
    The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

    In the event this Agreement is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

    The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

    The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. WORKERS’ COMPENSATION
Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this Agreement and any extensions to said term, sufficient and adequate Worker’s Compensation Insurance for all of its employees who shall be engaged in the performance of this Agreement and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.

14. AGREEMENT IS COMPLETE
Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

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

16. PUBLIC HEARINGS
If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor’s proposed budget. State shall reimburse Contractor for travel of said personnel at the Agreement rates for such testimony as may be requested by State.

17. DVBE
Unless specifically waived by the Deputy Director of Administrative Services of the Department, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

18. FORCE MAJEURE
Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

19. PERMITS AND LICENSES
The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

20. LITIGATION
The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Agreement. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations.
The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

21. DISPUTES
Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement, which is not disposed of by the Agreement, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of State Hospitals’ Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of State Hospitals, 1600 9th Street, Room 101, Sacramento, California 95814. Such written notice must contain the Agreement Number. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration, or his/her designee, shall meet with the Contractor and Project Manager for the purposes of resolving the dispute. The decision of the Deputy Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Agreement. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the Agreement.

22. EVALUATION OF CONTRACTOR’S PERFORMANCE
The Contractor’s performance under this Agreement shall be evaluated by the State after completion of the Agreement. A copy of the written evaluation shall be maintained in the Agreement file and may be submitted to the Office of Legal Services, Department of General Services.

23. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

B. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by this Agreement and as permitted or required by law.

24. AUDITS, INSPECTION AND ENFORCEMENT
A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement.

B. Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the Department Information Security Officer in writing.

C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor’s facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with this Agreement.

D. The State’s failure to detect or the State’s detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor’s remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State’s enforcement rights under the Agreement.

25. USE OF STATE FUNDS
Contractor, including its officers and members, shall not use funds received from the Department pursuant to this Agreement to support or pay for costs or expenses related to the following:
A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

B. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

26. CANCELLATION PROVISIONS

This Agreement may be canceled at any time by the Department of State Hospitals, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for performance authorized up to the date of cancellation. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs incurred prior to notice of cancellation or termination.

Revision 1-15-2013
EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of Individually Identifiable Health Information (IIHI).

B. Permitted Uses and Disclosures of IIHI by the Contractor.

i. **Permitted Uses and Disclosures.** Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

ii. **Specific Uses and Disclosures Provisions.** Except as otherwise indicated in the Agreement, the Contractor may:

a. Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

b. Use IIHI to provide data aggregation services to DMH. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this contract with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of DMH.

C. Safeguards. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide DMH with information concerning such safeguards as DMH may reasonably request from time to time.

The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of DMH information on portable electronic media (e.g., floppy disks and CD-Rom) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

D. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy. The Contractor shall:
i. Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
   a. Network-based firewall and/or personal firewall
   b. Continuously updated anti-virus software
   c. Patch-management process including installation of all operating system/software vendor security patches

ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

iii. Prior to disposal, sanitize all DMH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

E. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

F. Notification of Breach. During the term of this Agreement:

i. Discovery of Breach. Contractor shall immediately notify the DMH Information Security Officer by telephone call plus e-mail upon the discovery of breach of security of IIHI in all forms (paper, electronic, or oral) if the IIHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of IIHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves IIHI, notification shall be provided by calling the DMH Information Security Officer. Contractor 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.

ii. Investigation of Breach. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of IIHI or confidential data. Within 72 hours of discovery (of the breach), Contractor shall notify the DMH 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 IIHI or confidential data,
c. A description of where the IIHI 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.

iii. Written Report. Contractor shall provide a written report of the investigation to the DMH 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, an estimation of cost for remediation, 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.

iv. Notification of Individuals. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DMH Information Security Officer shall approve the time, manner and content of any such notifications.

v. DMH Contact Information. Contractor shall direct communications to the DMH Information Security Officer and the Contractor shall initiate contact as indicated herein. DMH 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 to which it is incorporated.

Information Security Officer
California Department of Mental Health
1600 9th Street, Room 433
Sacramento, CA 95814
Phone: (916) 651-6776
E-mail: ISO@dmh.ca.gov

G. Agents and Subcontractors of the Contractor. Contractor shall ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from, or created or received by the Contractor under this Agreement, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

H. Internal Practices. Contractor shall make Contractor’s internal practices, books and records relating to the use and disclose of IIHI received from DMH, or created or received by the Contractor under this Agreement, available to DMH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DMH or by the Secretary, for purposes of determining DMH’s compliance with the HIPAA regulations.

I. Employee Training and Discipline. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

J. Effect of Termination. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from DMH (or created or received by Contractor under this Agreement that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of
such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.


i. Disclaimer. DMH makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for Contractor’s own purposes or that any information in the Contractor’s possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.

ii. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to DMH at no cost to DMH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DMH, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

a. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DMH or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

b. Interpretation. The terms and conditions in this Agreement 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 Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

c. Regulatory References. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

d. Survival. The respective rights and obligations of Contractor under this Agreement shall survive the termination or expiration of this Agreement.

2. VIOLATIONS
Violations reported to U.S. Department of Health and Human Services. Upon DMH’s knowledge of a material breach of this Agreement by Contractor, that has not been cured or for which termination of the Agreement is not feasible, the DMH Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

3. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS
DMH may terminate this Agreement, effective immediately, if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.
EXHIBIT F

INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE
The insurance and/or bonds identified below with a marked box are a part of this Agreement. Only the insurance and/or bonds with marked box have any force or effect under this Agreement. Evidence of liability insurance coverage, in the form a certificate acceptable to the State, shall be provided prior to the execution of this Agreement and the commencement of services.

☑ Commercial General Liability
Contractor shall maintain commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Contractor’s limits of liability.

☐ Pollution/Environmental Impairment Liability
Contractor shall maintain Pollution Liability covering the Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than $1,000,000 bodily injury and property damage combined single limit per occurrence shall be provided.

☐ Motor Vehicle Liability
Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the prosecution of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

☐ Professional Liability
Contractor shall maintain Professional Liability/Medical Malpractice insurance covering any damages caused by an error, omission or any negligent acts. The limits shall not be less than $1,000,000 per occurrence and $2,000,000 general aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DMH prior to the commencement of services.
Performance Bond
Insures Contractor will faithfully complete the work on schedule in accordance with this Agreement. Should Contractor fail to meet the schedule, the State can seek a claim with the surety for any losses incurred. If Contractor WILL NOT complete the work, the State may seek another contractor and be reimbursed for the costs of the second contractor. The amount of the bond shall equal the amount of this Agreement.

2. TERM OF INSURANCE
Insurance shall be in effect for the entire term of this agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE
In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

4. ENDORSEMENTS
A. All insurance certifications must contain the following endorsement:

   The insurer will not cancel the insured’s coverage without 30 days prior written notice to the State.

B. Commercial General and Pollution/Environmental Impairment Liability insurance certifications shall include the following endorsement (on a separate endorsements page)

   State of California, its officers, employees, and agents are included as additional insured, but only insofar as operations under this contract are concerned.

5. CERTIFICATE SUBMISSION
Certificates of liability insurance shall be submitted to the following address:

   Department of State Hospitals—Napa
   Contracts – Erica Elkington
   2100 Napa Vallejo Highway
   Napa, CA 94558
   707-254-2535
   Erica.elkington@nsh.dsh.ca.gov

Rev. 7-1-12
ATTACHMENT 10
Contractor Certification Clauses, CCC 307

CERTIFICATION

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

<table>
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<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
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By (Authorized Signature)

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<th>Printed Name and Title of Person Signing</th>
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1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

      1) the dangers of drug abuse in the workplace;

      2) the person’s or organization’s policy of maintaining a drug-free workplace;

      3) any available counseling, rehabilitation and employee assistance programs; and,

      4) penalties that may be imposed upon employees for drug abuse violations.

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

      1) receive a copy of the company's drug-free workplace policy statement; and,

      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.
The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   **Current State Employees** (Pub. Contract Code §10410):
   
   1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   
   2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   **Former State Employees** (Pub. Contract Code §10411):
   
   1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   
   2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS’ COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:
a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.