



**REQUEST FOR PROPOSAL (RFP) # 2022-94-OYCR
Communications and Public Relations Consulting Services
Office of Youth and Community Restoration**

The State of California Health and Human Services Agency (CalHHS) Office of Youth and Community Restoration (OYCR) invites you to review and respond to this Request for Proposal (RFP) # 2022-94-OYCR for Communications and Public Relations Consulting Services. In submitting your proposal, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Proposers are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by programs and preferences.

The OYCR is committed to meeting the State's twenty five percent (25%) Small Business participation goal and wants to encourage Certified Small Businesses (SB), Microbusinesses (MB), and any Proposers willing to commit to subcontracting a minimum of twenty five percent (25%) of their net bid price to certified SB or MB to submit proposals. This RFP includes an incentive of 5% for SB/MB or Non-SB/MB willing to commit to subcontracting at least 25% to a certified SB/MB.

This RFP includes an incentive of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE).

All agreements entered into with the State of California will include, by reference, the Department of General Services (DGS), General Terms and Conditions (GTC 04/2017) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at the following internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

The Agreement resulting from this procurement shall not exceed \$800,000.00.

Proposers submitting a proposal must comply with the instructions in this RFP.

This RFP is being conducted using the Secondary Method. This method requires evaluation of proposals by an evaluation team with the award made to the responsible and responsive proposer earning the highest score.

The designated contact person for this RFP is:

Procurement Official's Name: Faisal Aziz

Agency Name: California Health and Human Services Agency (CalHHS)

Telephone Number: (279)-444-9155

Email: Faisal.Aziz@chhs.ca.gov

In the opinion of the CalHHS/OYCR, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarification, please submit your questions in writing to the Procurement Official in accordance with the Questions and Answers portion of this RFP. Please note that no verbal information given will be binding upon the OYCR unless such information is issued in writing as an official addendum.

Americans with Disabilities Act

To comply with the nondiscrimination requirements of the Americans with Disabilities Act of 1990 (ADA), it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Official.

Important: To ensure that we can meet your need, it is best that we receive your request for reasonable accommodations at least 10 working days before the scheduled event, e.g., meeting, conference, workshop, etc., or procurement deadline/due-date.

1. KEY ACTION DATES

It is recognized that time is of the essence. All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT DESCRIPTION	DATE/TIME
RFP available to prospective proposers	March 7, 2022
Written Questions Submittal	March 18, 2022 by 12 noon PT
Final Date for Proposal Submission	March 25, 2022 by 12 noon PT
Optional Interviews (estimate)	Week of March 28, 2022
Posting of Notice of Intent to Award (estimate)	Week of March 28, 2022
Proposed Agreement Award Date (estimate)	Week of April 4, 2022

All dates after Final Date for Proposal Submission are approximate and may be adjusted as conditions indicate without addendum to this RFP.

2. Questions and Answers

- 2.1. Questions regarding this RFP must be submitted in writing by the Written Questions Submittal date and time specified in the Section 1 Key Action Dates. Proposers must submit their written questions via e-mail.
- 2.2. Written questions must include the individual's name, firm name, and must reference **RFP No. 2022-94-OYCR**. Questions must be sent to the following:

Email To: Faisal Aziz

Email: Faisal.Aziz@chhs.ca.gov

- 2.3. Written responses to all questions will be collectively compiled and posted, as an addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the Proposer to access the website for any changes or addenda that may be posted. Refer to Section 1 Key Action Dates, for the schedule of events and dates/times. It is the responsibility of the proposer to check Cal eProcure for all addenda.
- 2.4. OYCR reserves the right to not provide a response to written questions submitted after the date and time for Written Questions Submittal specified in Section 1: Key Action Dates.

3. BACKGROUND

For nearly two decades, California has enacted a series of legislative measures designed to reduce transfers of youth to the adult system, reduce reliance on incarceration and involvement in the youth justice system, and expand community-based options for court-involved youth. Senate Bill 823 continued this approach by aligning the responsibility for managing all incarcerated youth to local jurisdictions.

To support the successful implementation of this transition and on-going programming and interventions, SB 823 established effective July 1, 2021, the Office of Youth and Community Restoration (OYCR) within the California Health and Human Services Agency (CalHHS). Placing the office within CalHHS is consistent with youth justice transformation by leveraging health and human services as essential partners in preventing system involvement and rehabilitating youth who are court- and system-involved. It underscores California's commitment to viewing court-involved youth not as criminals but as children in need of rehabilitation and support as they move toward adulthood.

OYCR is California's first ever state Office dedicated to promoting a health based, youth development-oriented approach to youth justice. Its mission is to promote trauma responsive, culturally informed services for youth involved in the youth justice system that support the youths' successful transition into adulthood and help them achieve their potential as responsible, thriving, and engaged members of our communities.

OYCR is responsible for supporting the transition of system-involved youth from the State to county-based custody, care, and supervision. It will also focus on improving the youth justice system by identifying and disseminating best practices, developing data-driven policy recommendations to improve outcomes for all justice system-involved youth, and providing an ombudsperson unit to receive and investigate complaints from youth, families, staff, and others about harmful conditions or practices and violations of laws and regulations in juvenile justice facilities.

4. SERVICES NEEDED

The CalHHS/OYCR is seeking to procure Communications and Public Relations Services for the OYCR efforts from a highly qualified and well-rounded consultant team. The tasks associated with the proposed Agreement will require consultants with a broad range of expertise. The detailed tasks associated with this effort can be found in this RFP, Section II, Exhibit A – Statement of Work, section 5, Scope of Services.

5. EVALUATION AND SELECTION

- 5.1. An evaluation team will be established to evaluate the proposals.
- 5.2. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- 5.3. The evaluation team will evaluate each proposal to determine responsiveness to the published requirements.
- 5.4. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Proposer, may be rejected.
- 5.5. The following Evaluation Criteria summarizes the items, the weighting of importance for each item, and the maximum number of points to be awarded for each stage of the evaluation by the evaluation team. Proposals must be responsive

in order to move to the next stage. Proposals that are determined to be non-responsive to a stage may not be eligible to receive an award.

Table 5-1 Evaluation Criteria

Evaluation Criteria	
Evaluation Item	Maximum Points
Stage 1: Administrative Evaluation	Pass/Fail
Stage 2: Experience and Approach Evaluation	600
Stage 3: Cost Evaluation	400
Total Possible Score (without interviews)	1000
Stage 4: Interview Evaluation (optional)	200
Total Possible Score (with interviews)	1200

- 5.6. During the evaluation of the proposals, the evaluation team may request that the proposer clarify any area of the proposal that the evaluation team determined to be unclear. However, this request for clarification will not be an opportunity for the proposer to change their proposal
- 5.7. Administrative Evaluation of proposals will be evaluated and scored on a pass/fail basis using Attachment 16: Criteria for Evaluation of Proposal. The Procurement Official and the Evaluation Team will review the Proposals to ensure the submission and completion of the required forms, documents, and certifications. The Administrative Evaluation will be scored on a Pass/Fail basis and only those Proposals that receive a passing score will proceed to the other evaluation phases.
- 5.8. Experience and Approach Evaluation (600 Points). As Attachment 11, Bidders must provide a brief narrative, not to exceed six (6) pages, describing their Firm Experience, Staff Experience, and their Approach to completing the tasks in Exhibit A - Statement of Work. The narrative will be scored by the State Evaluation Team. The maximum points that can be awarded for Experience and Approach Evaluation is 600 points.
- 5.9. Cost Evaluation (400 Maximum Points). As Attachment 12, Bidders must provide their costs for the required services as shown in Attachment 12, Cost Worksheet. The responsive Bidder with the lowest costs will be awarded 400 points. All other Bidders will receive a score calculated on a percentage basis of the lowest cost.
- 5.10. Cost Scoring Example

Example			
Vendor	A	B	C
	Total Bid Amount	Percentage (Lowest Price ÷ Bidder's Price)	Cost Score (B x 400 = C)
A	\$600,000	$\$600,000 / \$600,000 = 1.0$	$1.0 \times 400 = 400$
B	\$800,000	$\$600,000 / \$800,000 = .75$	$.75 \times 400 = 300$

- 5.11. Interview Evaluation (optional): The State, at its own discretion, may hold interviews as part of this evaluation. The State will determine at a later date which Bidders will be invited to participate in the interview evaluation. Bidders that received a zero (0) score for any of the numerically scored evaluation components or received a “fail” for any of the pass/fail Evaluation components, will not be invited to participate in the interview evaluation. If interviews are held, a maximum of 200 points may be awarded for the interview evaluation component.
- 5.12. Award, if made, will be to the Proposer who submitted the highest scored responsive and responsible proposal. A responsive proposal is one which meets or exceeds the requirements stated in this RFP.

6. PROPOSAL REQUIREMENTS

6.1. Administrative Proposal Requirements

The following attachments are mandatory for proposers to complete and submit in their proposal (except if not applicable as indicated):

- Attachment #1 Proposal Checklist
- Attachment #2 Proposer/Proposal Certification Sheet
- Attachment #3 Contractor Certification Clauses (CCC-04/2017)
- Attachment #4 Bidder Declaration (GSPD-05-105)
- Attachment #5 DVBE Declarations (Std. 843)
- Attachment #6 Commercially Useful Function Documentation form
- Attachment #7 Darfur Contracting Act Compliance Certification
- Attachment #8 Iran Contracting Act Compliance Certification
- Attachment #9 Payee Data Record (Std. 204)
- Attachment #10 Civil Rights Form
- Attachment #11 Proposer Preferences and Incentives
- Attachment #12 Target Area Contract Preference Act (Std. 830) (if applicable)

6.2. Technical Proposal Requirements

The following attachments are mandatory for proposers to respond to and submit in their proposal:

- Attachment #13 Experience and Approach
- Attachment #14 Cost worksheet
- Attachment #15 Consultant Resumes

6.3. Cost Proposal Requirement

The following attachment is mandatory for proposers to complete and submit in their proposal:

- Attachment #14 Cost Worksheet

The Proposer shall propose costs to fully leverage the OYCR's efforts and funds. The OYCR has a fixed budget and is seeking to maximize the Agreement dollars for the campaign. The Proposer is expected to provide labor costs for staff resources to perform the services, needed by the OYCR, in the most cost-efficient way that allows for a sufficient quantity of hours. Additionally, the campaign will be designed to use cost-effective media outreach methods.

6.4. DVBE Participation Program Requirement

The California Disabled Veteran Business Enterprise Program requires that agencies take all practical actions necessary to meet or exceed a Disabled Veteran Business Enterprise (DVBE) participation goal of three percent (3%) of the agency's overall contract dollars.

Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE). This goal applies to a state agency's overall contracting program.

THE DEPARTMENT ELECTS TO WAIVE DVBE PROGRAM REQUIREMENTS FOR THIS SOLICITATION, BUT OPTS TO INCLUDE THE DVBE INCENTIVE.

In accordance with §999.5 et seq. of the Military and Veterans Code, an incentive will be given to proposers who propose DVBE participation. For evaluation purposes only, the OYCR shall apply an incentive amount based on the confirmed amount of DVBE participation.

The following incentive points shall apply to this solicitation:

Confirmed DVBE Participation	DVBE Incentive Percentage (% of total points available)	DVBE Incentive Points
5% or more	3%	1000 points x .03 = 30
4% - 4.99%	2%	1000 points x .02 = 20
3% - 3.99%	1%	1000 points x .01 = 10

7. Submission of Proposal

- 7.1. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- 7.2. The proposal package should be prepared in the least expensive method.

- 7.3. Proposals must be submitted electronically to Faisal.Aziz@chhs.ca.gov by the date and times shown in Section 1 Key Action Dates. Proposals received after the date and time may not be considered. It is the responsibility of all Proposers to request and receive a message from the State Procurement Official indicating that their proposal was received by the required due date and time.
- 7.4. Proposals must be e-mailed to Faisal.Aziz@chhs.ca.gov. Proposals submitted to any other e-mail address shall not be accepted.
- 7.5. Proposals shall include the items identified in Attachment 1 Proposal Checklist. Proposals not including the items in Attachment 1 Proposal Checklist may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- 7.6. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications may not be considered and may be cause for a proposal to be rejected.
- 7.7. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The OYCR's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
- 7.8. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the OYCR.
- 7.9. An individual, who is authorized to bind the proposing firm contractually, shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected. Digital Signatures will be accepted.
- 7.10. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in Section 1 Key Action Dates. Proposal modifications in any other manner, oral or written, will not be considered.
- 7.11. A Proposer may withdraw its proposal by submitting a written withdrawal request to the OYCR, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- 7.12. The OYCR may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- 7.13. The OYCR reserves the right to reject all proposals. The OYCR is not required to award an agreement.
- 7.14. Before submitting a proposal, proposers should review, correct all errors, and confirm compliance with the RFP requirements.

- 7.15. Where applicable, the Proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- 7.16. More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered.
- 7.17. The State will not accept alternate contract language from a Proposer. A proposal with such language will be considered a counter proposal and will be rejected. All terms and conditions, including the DGS General Terms and Conditions (GTC) and Exhibits A-F, are not negotiable.
- 7.18. No oral understanding or agreement shall be binding on either party.
- 7.19. Prior to approval of the agreement, the Proposer must furnish certificate(s) of insurance as listed in the Exhibit E.

8. AWARD AND PROTEST

- 8.1. Notice of the proposed award shall be posted in a public place at the following location for five (5) working days prior to awarding the agreement:

California Health and Human Services Agency
1215 O Street
Sacramento, CA 95814

AND

Notice of Intent to Award shall be posted on the following Internet site: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx> for five (5) working days prior to awarding the Agreement.

- 8.2. If any Proposer, prior to the award of agreement, files a protest with the OYCR and the Department of General Services, Office of Legal Services on the grounds that the (protesting) Proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- 8.3. Any Proposer wishing to file a protest must send notification via mail or email to both of the following addresses below:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

And

California Health and Human Services Agency
Attn: Faisal Aziz
1215 O Street, 11th Floor
Sacramento, CA 95814
Email: Faisal.Aziz@chhs.ca.gov

- 8.4. Within five (5) days after filing the initial protest, the protesting Proposer shall file with the Department of General Services, Office of Legal Services and the OYCR a detailed statement specifying the grounds for the protest.

9. DISPOSITION OF PROPOSALS

- 9.1. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public at the conclusion of the evaluation scoring process.
- 9.2. Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by the awarding agency.

10. TIE BIDS

In the event of a tie score, the award will be determined by a coin toss, by the Procurement Official, to break the tie. The affected Proposers will be invited. In the event of a precise tie between the responsible proposal of a certified small business and the responsible proposal of a certified disabled veteran owned business that is also a small business, the contract will be awarded to the disabled veteran owned small business. (GC § 14838 (f); 2 CCR 1896.8(f)).

11. AGREEMENT EXECUTION AND PERFORMANCE

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

12. PREFERENCE PROGRAMS

Qualified Proposers may earn preference and incentive points by claiming any of the following preferences. These preferences are not mandatory and are optional for the Proposer to claim:

1. DVBE
2. Small Business (SB) Preference
3. Non-Small Business (Non-SB) Preference
4. Target Area Contract Preference Act

Proposers claiming these preferences will be awarded preferential points as a percentage of the overall evaluation score.

12.1. Small Business Preference

- A. As an incentive, a small business prime contractor who is a certified small business and is responsible for performing work that is at least 25% of its net bid price is eligible for a bid preference of five percent (5%) of the lowest responsible proposal when competing against another non-small business.
- B. If you are in the process of obtaining your SB or DVBE certification, completed certification applications and required support documents must be submitted to the DGS' Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the final proposal submission date, and the OSDS must be able to approve the application as submitted.

12.2. Non-SB Preference

- A. As an incentive, a non-small business prime contractor who uses certified small business subcontractors for at least 25% of its net bid price is eligible for a bid preference of five percent (5%) of the lowest responsible proposal when competing against another non-small business.
- B. If you are in the process of obtaining your SB or DVBE certification, completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the final proposal submission date, and the OSDS must be able to approve the application as submitted.

12.3. Target Area Contract Preference Act (TACPA)

Score preference will be granted to California-based bidders in accordance with California Government Code section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Proposers meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Proposers can earn a score preference of between one percent (1%) and nine percent (9%) depending on what parts of the preference they claim. Full details can be found on the STD 830 form itself. Proposers desiring to claim this preference must submit a full executed copy of Attachment 12 (STD 830 form).

The application of TACPA preference points may not displace an award to a Department of General Services (DGS) certified Small Business. However, a firm that receives a 5% non-small business subcontractor preference is not a certified Small Business, and may be displaced by the application of the TACPA preferences.

Proposers' questions regarding this preference are to be directed to:

Department of General Services
Procurement Division - Dispute Resolution Unit

707 Third Street, Second Floor
West Sacramento, CA 95605
Business Hours: 8:00 am - 4:00 pm

Email: TACPA@dgs.ca.gov

**ATTACHMENT 1
PROPOSAL CHECKLIST**

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

Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting in your proposal to the OYCR. For your proposal to be responsive, all required attachments must be returned, (except if not applicable as indicated). This checklist must be returned with your proposal package.

Proposers shall organize their proposal with the attachments in the following order shown below. Failure to submit the attachments in the following order may cause your proposal to be rejected.

NOTE: The State does not guarantee that this checklist is comprehensive. Use of this checklist does not absolve proposers from reading the entire RFP nor will it excuse Proposers of any obligations set forth in this RFP.

X	Attachment #	Attachment Name	Proposal Page #
	Attachment 1	Proposal Checklist	
	Attachment 2	Proposal/Proposer Certification Sheet	
	Attachment 3	Contractor Certification Clauses (CCC 04/2017)	
	Attachment 4	Bidder Declaration (GSPD-05-105).	
	Attachment 5	DVBE Declarations (Std. 843)	
	Attachment 6	Commercially Useful Function Documentation form	
	Attachment 7	Darfur Contracting Act Compliance Certification	
	Attachment 8	Iran Contracting Act Compliance Certification	
	Attachment 9	Payee Data Record (Std. 204)	
	Attachment 10	Civil Rights Form	
	Attachment 11	Proposer Preferences and Incentives	
	Attachment 12	Target Area Contract Preference Act (if applicable)	
	Attachment 13	Experience and Approach	
	Attachment 14	Cost Worksheet	
	Attachment 15	Consultant Resumes	
	Attachment 16	Criteria for Evaluation of Proposal (For reference only)	

**ATTACHMENT 2
 PROPOSAL/PROPOSER CERTIFICATION SHEET**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the required attachments in PDF format.

Firm Name:
Address:
Person Authorized to Bind Firm:
Email Address:
Phone Number

The signature affixed and dated hereon certifies compliance with all the requirements of this RFP. By signing this form, I (we) certify the following:

1. The information contained in this Response is accurate and all required Exhibits and information submitted as a part of this Response are certified to be true and binding upon the proposer.
2. This is a firm fixed cost and irrevocable proposal for one hundred and eighty (180) days following the RFP Response Due Date, as specified in the Key Action Dates and Times, and agree to execute an agreement, if awarded.
3. This firm's ability and willingness to perform the services as described in the RFP.
4. The firm's proposed staff resources are available to perform all services and providing all deliverables as described in this RFP.
5. The firm agrees to the State's Terms and Conditions of this RFP and will comply with the requirements set forth in this RFP without change or modification.

Signature	Date

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES (CCC-04/2017)

The CCC-04/2017 is located on the Internet at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

ATTACHMENT 4
BIDDER DECLARATION (GSPD-05-105)

The Bidder Declaration is located at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 5
DVBE DECLARATIONS (STD. 843)

The Std. 843 is located at

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

**ATTACHMENT 6
 COMMERCIALLY USEFUL FUNCTION DOCUMENTATION**

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the commercially useful function requirements under GC Section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code Section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

VENDOR NAME: _____

SUBCONTRACTOR NAME: _____

Mark all that apply: DVBE Small Business Micro Business

SECTION 1:

A person or entity is deemed to perform “a commercially useful function” if a person or entity **does** all of the following. (Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes <input type="checkbox"/> No <input type="checkbox"/>
II.	Carries out the obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/> No <input type="checkbox"/>
III.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/> No <input type="checkbox"/>
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes <input type="checkbox"/> No <input type="checkbox"/>
V.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/> No <input type="checkbox"/>

NOTE: A response of “No” to any of the questions above may result in your response to be deemed **non-responsive** and disqualified.

SECTION 2:

The Vendor shall provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the commercially useful function requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the Vendor versus the subcontractor responsibilities for each role):	

SIGNATURE OF VENDOR (PRIME): _____ **DATE:** _____

**ATTACHMENT 7
 DARFUR CONTRACTING ACT COMPLIANCE CERTIFICATION**

Public Contract Code §§10475 -10481 applies to any company that currently or within the previous three (3) 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 (DGS) to submit a Proposal.

If your company has not, within the previous three (3) 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 (3) 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 Vendor/Bidder named below is not a scrutinized company per Public Contract Code §10476; and b) I am duly authorized to legally bind the prospective Vendor/Bidder named below. This certification is made under the laws of the State of California.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code §10477(b), the Director of the DGS 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 §10476, but we have received written permission from the DGS to submit a bid or Proposal pursuant to Public Contract Code §10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>Initials of Submitter</i>		
<i>Printed Name and Title of Person Initialing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT 8
IRAN CONTRACTING ACT COMPLIANCE CERTIFICATION
(Public Contract Code Sections 2202-2208)

Prior to bidding on, submitting an Proposal, or executing a contract or renewal for a State of California contract for goods or services of one million dollars (\$1,000,000) or more, a Vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS, or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, the Vendor must insert its financial institution name and Federal Identification Number (if available) and complete **one** of the options below. Please note: California law established penalties for providing false certifications, including civil penalties equal to the greater of two hundred and fifty thousand dollars (\$250,000) or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Public Contract Code Section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Vendor/financial institution identified below, and the Vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/Vendor, for 45 days or more, if that other person/Vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by the DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a Vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a Proposal for, or enters into or renews, a contract for goods and services. If a Vendor has obtained an exemption from the certification requirement under the Iran Contracting Act, fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

PAYEE DATA RECORD (STD. 204)

The Std. 204 is located at
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 10
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

The California Civil Rights Laws form is located at

<https://www.dgs.ca.gov/OLS/Forms>

**ATTACHMENT 11
PROPOSER PREFERENCES AND INCENTIVES**

All Proposers: Complete All Sections Below And Submit With Your Proposal.

1. SMALL BUSINESS / NON-SMALL BUSINESS PREFERENCE:

Proposer must check the appropriate box from the choices below.

- I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is: _____
- I have recently filed for DGS Small Business preference but have not yet received certification, but I am claiming the Small Business preference.
- I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business Subcontractors performing a Commercially Useful Function and therefore I am claiming the preference.

Proposer must complete and submit Attachment 4: GSPD-05-105 Bidder Declaration, indicating the percentage of the revenue that will be received by each DGS certified Small Business Subcontractor.

- I am not claiming the DGS Small Business or Non-Small Business preference.

2. DVBE INCENTIVE:

Proposer must check the appropriate box from the choices below.

- I am a DGS certified DVBE. A copy of my Std. 843 form is attached.
- I have recently filed for DGS DVBE certification, but have not yet received certification.
- I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE Subcontractors performing a Commercially Useful Function, and therefore I am claiming the DVBE incentive.

Proposer must submit a complete Attachment 4: GSPD-05-105, Bidder Declaration, indicating the percentage of the revenue that will be received by each DGS certified DVBE Subcontractor. Bidder must also submit an Attachment 5, Std. 843 DVBE Declarations, for each DVBE Subcontractor, signed by the DVBE owner/manager.

- I am not claiming the DVBE incentive.

Name of Proposer:

Name of Person Signing:

Signature and Date:

ATTACHMENT 12
STD 830 TARGET AREA CONTRACT PREFERENCE ACT

The STD 830 Target Area Contract Preference Act form is located at

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

ATTACHMENT 13 EXPERIENCE AND APPROACH NARRATIVE

INSTRUCTIONS: Bidders must provide an Experience and Approach Narrative, not to exceed six (6) pages in length, using 11-point font on 8 ½" X 11" paper.

This Narrative must address the following items:

- 1) Bidder's Approach to completing the SOW tasks - Please describe your firm's approach to completing the tasks described in Section 2, Exhibit A - Statement of Work, section 5, Scope of Services.
- 2) Firm Experience – Please describe your firm's relevant past experience with engagements similar to this one as described in Section 2, Exhibit A - Statement of Work, section 5, Scope of Services.
- 3) Staff Experience – Please describe your proposed consultant resources and how their experience meets the needs of the SOW described in Section 2, Exhibit A - Statement of Work, section 5, Scope of Services.

Desirable Staff Qualifications include but are not limited to:

- A. Experience providing Communications and Public Relations services to Government entity(s).
- B. Experience providing Communications and Public Relations services relating to trauma-informed or health-based approaches to Juvenile Justice.
- C. Experience working with State and Local Government Stakeholders (ie County, Advocates, etc).
- D. Experience working with Juvenile Justice or social justice Initiatives.

Bidders must separately provide Consultant Resumes and References as Attachment 15.

The narrative will be scored by the State Evaluation Team. The maximum points that can be awarded for the Bidder's Experience Approach Evaluation is 600 points.

**ATTACHMENT 14
 COST WORKSHEET**

INSTRUCTIONS: Bidders must complete this attachment and include it with the proposal response. Bidders must complete the Column C, E and F below. Bidders may not change the hours in Column D. Proposers may edit the rows to add additional as needed Bidders must include a blended rate for Task Group 10. Bidders may insert rows to include additional resources in Column C. On line 20, the State has included \$50,000 for Miscellaneous Expenses (e.g. photography, printing, signage, etc.). The amount of the Miscellaneous Expense line item is the same for all Bidders. After contract award, the State may shift costs in this table as needed to complete services in this Agreement.

A	B	C	D	E	F	G
Line #	#	DESCRIPTION	CONSULTANT NAME(S)	ESTIMATED HOURS NEEDED	HOURLY RATE	EXTENSION PRICE (D x E)
1	Task Group 1	Contract Engagement	1)			
2			2)			
3	Task Group 2	OYCR Communication Plan	1)			
4			2)			
5			3)			
6	Task Group 3	Public Relations and Communication Services	1)			
7			2)			
8			3)			
9	Task Group 4	Public Relations Coaching	1)			
10			2)			
11	Task Group 5	Rebranding	1)			
12			2)			
13			3)			
14	Task Group 6	Website Assistance Services	1)			
15			2)			
16	Task Group 7	Sharepoint Content	1)			
17			2)			
18	Task Group 8	Knowledge Transfer	1)			
19			2)			

20	Task Group 10	Unanticipated Tasks	Various	400		
21	Task Group 10	Miscellaneous Expenses. (Must be pre-approved State and must also confirm to State's Recycled content requirements when possible)	Graphics, Posters, Photography, etc			\$50,000
22	Total Hours Needed must be at least 3,600 Total for Column F must not exceed \$800,000				NA	

**ATTACHMENT 15
CONSULTANT RESUMES**

Bidders must provide a resume for each key staff. Resumes must include all relevant experience and a Reference for each experience listed. Each resume must not exceed 3 pages in length. See sample resume below.

Resource Name: Jane Doe (XYZ, Inc.)				
Job Dates	Title	Job Name	Description of Experience	Reference Name Email Phone Number
1/1/2020 – 12/31/2020	Project Manager	ABC Project	Managed 25 employees. Managed project schedule.	John Smith JS@yahoo.com 818-717-6666

**ATTACHMENT 16
 CRITERIA FOR EVALUATION OF PROPOSAL**

Proposal Submission	Pass/Fail	Comments
Proposals must be submitted by email to Faisal.aziz@chhs.ca.gov by the dates and times shown in Section 1 Key Action Dates.		
If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.		

Administrative Proposal Evaluation		Pass/Fail	Comments
Attachment #1	Proposal Checklist		
Attachment #2	Proposal /Proposer Certification Sheet		
Attachment #3	Contractor Certification Clauses (CCC-04/2017)		
Attachment #4	Bidder Declaration (GSPD-05-105)		
Attachment #5	DVBE Declarations (Std. 843)		
Attachment #6	Commercially Useful Function Documentation form (if applicable).		
Attachment #7	Darfur Contracting Act Compliance Certification		
Attachment #8	Iran Contracting Act Compliance Certification		
Attachment #9	Payee Data Record (Std. 204)		
Attachment #10	Civil Rights Form		
Attachment #11	Proposer Preferences and Incentives		
Attachment #12	Target Area Contract Preference Act		

Experience and Approach Evaluation	Rating Values
The Bidder did an EXCELLENT job of responding to the topics based on the expected response criteria.	EXCELLENT (600)
The Bidder did a GOOD job of addressing the topics based on the expected response criteria.	GOOD (400)
The Bidder did a FAIR job of addressing the topics based on the expected response criteria.	FAIR (250)
The Bidder did a POOR job of addressing the topics based on the expected response criteria.	POOR (0)

Cost Proposal Evaluation Example			
Vendor	A	B	C
	Total Bid Amount	Percentage (Lowest Price ÷ Bidder's Price)	Cost Score (B x 400 = C)
A	\$600,000	\$600,000 / \$600,000 = 1.0	1.0 x 400 = 400
B	\$800,000	\$600,000 / \$800,000 = .75	.75 x 400 = 300

Scoring Summary		
Evaluation Criteria	Total Points Possible	Proposer's Score
Administrative Evaluation	Pass	
Experience and Approach Evaluation	600	
Cost Evaluation	400	
Total Possible Score (without interviews)	1000	
Interview Evaluation (Optional)	200	
Total Possible Score (with interviews)	1200	

SECTION II- EXHIBIT A STATEMENT OF WORK

1. PURPOSE

This Statement of Work (SOW) reflects the services to be provided by <Contractor>, hereinafter referred to as the “Contractor,” for the California Health and Human Services Agency, hereinafter referred to as “State” or “CalHHS”. The purpose of this Agreement is for the Contractor to provide Communications and Public Relations Services. A detailed description of the services can be found in the Section 5 Scope of Services.

This SOW is governed by and incorporates by reference the terms and conditions of Request for Proposal (RFP) 2022-94-OYCR and this Agreement.

2. TERM

- 2.1. The term of this Agreement shall commence on April 4, 2022, or the date the Agreement is approved by the Department of General Services (DGS), whichever is later (referred to herein as the “Effective Date”), and continue through June 30, 2023.
- 2.2. If the Contractor has not completed performance of the services set forth in this Agreement within the term and unspent funds remain in the Agreement, the State reserves the option to extend the term of this Agreement, as necessary to receive complete performance by the Contractor for up to twelve (12) months at the originally agreed-upon costs specified in the Exhibit B Cost Worksheet and at no addition to the total Agreement cost.
- 2.3. The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the Effective Date. Any delivery of goods or performance of services by the Contractor that commences prior to the Effective Date shall be considered gratuitous on the part of the Contractor.

3. WORK LOCATION

The Contractor may work remotely at a location approved by the State. The Contractor may be required to perform some of the services, under this Agreement, onsite at the California Health and Human Services Agency (CalHHS) offices located at 1215 O Street, Sacramento, CA 95814 and 925 L Street, Suite 1275, Sacramento, CA 95814.

4. COST

The total cost of this Agreement is \$(To be Completed upon Award). Cost details are located in Exhibit B, Budget and Payment Detail.

5. SCOPE OF SERVICES

Under the direction from the CalHHS OYCR Engagement Manager(s), the Contractor shall perform the following duties:

1 – CONTRACT ENGAGEMENT TASKS	
1.1	The Contractor shall assign one individual as the lead person that will serve as the primary contact for all aspects of the Contract, including work done through subcontractors.
1.2	The Contractor shall develop a Monthly Status Report that includes at a minimum: <ul style="list-style-type: none"> A. OYCR tasks completed (including hours expended). B. OYCR tasks in progress. C. Planned Tasks. D. Deliverables completed. E. Risks and Issues. F. Contract Spend Down.
1.3	The Contractor shall participate in a variety of meetings as requested by OYCR leadership. The Contractor shall travel to various locations in California (e.g., county facilities, campaign sites, etc.), as requested by OYCR, to accomplish certain tasks shown in Section 5, Scope of Services. Note: The OYCR will reimburse the Contractor for travel expenses based on travel reimbursement policies set forth by CalHR. Please see Exhibit B, Budget and Payment Detail, for further details.
1.4	All documents and deliverables for this engagement must adhere to the guidelines below: California Government Code Section 11546.7 requires state agency Directors and their Chief Information Officers certify their agency website complies with Government Code Section 7405 and 11135, and the Web Content Accessibility Guidelines, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. These certifications must be signed by July 1, 2019, and then on July 1 every other year thereafter. To comply with this requirement and to ensure that all Californians have meaningful access to CalHHS website content, CalHHS requests all deliverables (including documents) submitted for posting on the CalHHS website meet Web Content Accessibility Guidelines. The California Department of Rehabilitation has created an online Web Accessibility Toolkit to serve as a resource for meeting these guidelines. For more information, visit the California Department of Rehabilitation website.
2 – OYCR COMMUNICATION PLAN	
2.1	The Contractor shall develop and submit a OYCR Communications Plan which shall include the following: <ul style="list-style-type: none"> A. Alignment with the goals and objectives of the OYCR. B. Description of the intended audience for the Communications Plan. C. Identification and list of OYCR primary stakeholders. D. Description of communications approach and contractor tasks. E. Communication strategy and tactical plan. F. Recommendations for communication methods, techniques, and practices to advance the goals and objectives of the OYCR.

	<p>G. Differentiated strategy for internal and external stakeholders (e.g. make the recommendation and explain how to carry out the recommendation in practice).</p> <p>H. Development of a diverse, audience-specific targeted messaging framework that evolves over the course of the OYCR timeline.</p>
2.2	The Contractor shall maintain the Communications Plan and make modifications as needed or as requested by OYCR leadership.
3 – PUBLIC RELATIONS AND COMMUNICATION SERVICES	
3.1	The Contractor shall lead the production and coordination of OYCR communication events and workshops that may include the CalHHS Secretary and other internal and external stakeholders.
3.2	The Contractor shall assist the OYCR in the dissemination of information to stakeholders (e.g. county partners, advocates, etc.).
3.3	The Contractor shall develop, advise and assist OYCR , and partners with storytelling and narratives.
3.4	The Contractor shall develop and contribute content for OYCR social media sites (i.e. Facebook/Meta, Twitter, Instagram, LinkedIn, etc.) and actively seek earned media, employing techniques to acquire it.
3.5	The Contractor shall develop and execute a PR campaign which includes a compelling change story narrative for internal and external audiences to support the ongoing work of the OYCR.
3.6	The Contractor shall draft, revise/iterate and produce final versions of a variety of Communication Materials including, but not limited to: graphic design for materials and artifacts, talking points, marketing collateral, videos, fact sheets, FAQs, newsletters, speeches, presentations, campaigns, website content, presentations with key data points and other types of materials. Also, the Contractor shall prepare the communication materials using variety of mediums (e.g., print, digital, podcast, video, and Internet) whichever is requested by the OYCR leadership.
3.7	The Contractor shall review, at the request of the OYCR leadership, related information, materials, and artifacts prepared by OYCR and its partners to ensure grammatical accuracy and thematic consistency with the Communications Plan.
3.8	The Contractor shall assist the OYCR leadership in preparing responses to information requests from the media, stakeholders, and other sources.
3.9	The Contractor shall provide advice and assist the OYCR leadership, with storytelling and narrative development that includes feedback and content received from stakeholder engagements.
3.10	<p>The Contractor shall assist OYCR in designing, developing and maintaining a Testimonial/Story Bank to effectively capture, store and retrieve stories in a variety of formats. As part of the development process, the Contractor shall prepare Content Management Guidelines for capturing and sharing content, create a shared taxonomy to organize and categorize all content, and develop indices, key words, and/or tags to ensure content is easily searchable and retrievable. The Contractor shall consult with the OYCR leadership and team to develop content and information.</p> <p>Note: The OYCR plans to use its SharePoint solution as the stakeholder story/testimonial bank. The Contractor will work closely with the OYCR business team and Department of State Hospitals technical team, which provides technical support to OYCR, to design and develop the bank.</p>
3.11	The Contractor shall develop a Monthly Update in a format best suited for the audience (internal and external stakeholders, advocates, legislative partners, participating State

	departments) that shares updates, progress and news (newsletter publication, digital publication, video, etc.) related to OYCR Initiatives. OYCR staff will handle distribution and dissemination of the Monthly Update.
4 – PUBLIC RELATIONS COACHING	
4.1	The Contractor shall coach designated members of the OYCR team on strategies and techniques to communicate effectively with diverse groups of stakeholders using a variety of communication mediums.
4.2	The Contractor shall coach designated members of the OYCR team on media relations and messaging strategies to communicate effectively with reporters.
4.3	The Contractor shall coach designated members of the OYCR team on approaches and techniques to effectively prepare a variety of communication materials (e.g., newsletters, talking points, speeches, presentations, social media content, etc.)
5 – REBRANDING	
5.1	The Contractor shall develop and submit a Rebranding Package for the OYCR. This package must include at minimum: <ul style="list-style-type: none"> A. Logos. B. Taglines. C. Brand Identities.
5.2	As part of the rebranding effort, the Contractor shall advise and assist the OYCR leadership in defining its vision and mission statements.
5.3	The Contractor shall advise and assist the OYCR leadership in renaming initiatives, developing new brand identities, taglines, logos, and other visually related assets.
5.4	Upon completion of the rebranding activities, the Contractor shall prepare announcements to inform stakeholders and the public regarding the new brands.
6 – WEBSITE ASSISTANCE SERVICES	
6.1	The Contractor shall advise and assist the OYCR’s business team and Department of State Hospital’s technical team, who provides technical support to OYCR, on the design and development of OYCR’s new website.
6.2	The Contractor shall provide input on the design requirements for the overall look and feel, ease of use, page layouts, functionality, and site navigation for the website.
6.3	Upon completion of the website, the Contractor shall assist OYCR staff in managing and maintaining the website content, which includes posting new information, ensuring existing information is up-to-date and accurate, and removing dated information.
7 – SHAREPOINT ASSISTANCE SERVICES	
7.1	The Contractor shall advise and assist the OYCR’s business team and Department of State Hospital’s technical team, who provides technical support to OYCR, on the design and development of OYCR’s new SharePoint site.

	Note: The SharePoint site will be used to collaborate between team members from the OYCR, CalHHS, OYCR's partners, and other involved contractor staff.
7.2	Upon completion of the SharePoint site, the Contractor shall maintain content on the site's Homepage to ensure new information is posted, and existing information is up-to-date and accurate, and dated information is removed.
8 – KNOWLEDGE TRANSFER	
8.1	The Contractor shall provide knowledge transfer of any past or current work products including, but not limited to, documents, files, illustrations, presentations, and recordings to the CalHHS leadership or designee.
8.2	The Contractor shall develop and submit a Knowledge Transfer and Lessons Learned Report based on this engagement.
9 – NO COST CHANGES	
9.1	For no-cost changes in the work requirements specified herein, the Contractor shall prepare a change order in accordance with the sample change order provided by the State. The change order shall provide a description of the change in work requirements. Both parties shall approve the change order prior to its execution.
10 – UNANTICIPATED TASKS	
10.1	A portion of the total Agreement amount is reserved for Unanticipated Tasks that are closely related to the scope of work in this Agreement. These funds are optional and may be used at the State's sole discretion. The State and the Contractor must agree to the unanticipated tasks and related costs before the work can commence.

6. CONTRACT DELIVERABLES

The deliverables shown below must be submitted by the Contractor by the requested due date unless the State agrees in writing to a change in the due date:

ITEM #	Deliverable Name	SOW Task	Due Date
1	Monthly Status Report	1.2	By 3 rd Business day of each month.
2	Communication Plan	2.1	30 days after contract start.
3	Communication Materials	3.6	Per Monthly Status Report
9	Testimonial/Story Bank	3.10	Per Monthly Status Report.
10	Monthly Update	3.11	Per Monthly Status Report.
11	Rebranding Package	5.1	Per Monthly Status Report.
12	Knowledge Transfer and Lessons Learned Report	8.2	Per Monthly Status Report.

7. ACCEPTANCE

All Contractor completed tasks and deliverables will be reviewed and approved by OYCR. It shall be OYCR sole determination as to whether a task or deliverable has been successfully completed and is acceptable.

If a task or deliverable is not accepted, the OYCR shall provide the rationale in writing within ten (10) business days of receipt of the task or deliverable.

8. DELIVERABLE FORMAT

- 8.1. All deliverables shall be provided in a format compatible with OYCR standard applications currently Microsoft Office. In all cases, the Contractor shall verify application compatibility with the State contract manager prior to creation or delivery of any electronic documentation. Any deviations to these standards shall be approved by the CalHHS Information Technology Office (ITO) and Information Security Office (ISO).
- 8.2. Hardcopy deliverables shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in a State designated central repository and remain the sole property of the State. The delivery media shall be compatible with the State storage devices.
- 8.3. If the State does not accept the deliverable(s) or services in the executed Agreement, payment for the deliverable(s)/services shall be withheld by the State and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each deliverable/service before payment is made.

9. CONTRACTOR STAFF SUBSTITUTION OR ADDITION

The Contractor staff shall perform the tasks described in this Exhibit A, Scope of Work, at the rates indicated in Exhibit B, Budget and Payment Detail. Under State oversight, the Contractor shall ensure the staff is properly allocated to effectively meet the needs of the State for the required tasks of this Agreement.

The Contractor shall not add, delete, and/or substitute staff without the prior written consent of the State, which consent shall not be unreasonably withheld. The Contractor shall make every reasonable effort to provide suitable substitute staff. The additional and/or substitute staff shall meet all requirements and shall be approved in writing by the State prior to substitute staff beginning work.

If adding or substituting staff is acceptable to the State, the Contractor shall submit the following forms, which shall be supplied by the State:

- A. Add, Delete or Substitute Staff Request Form (to be provided by the State)
- B. Staff Resume
- C. Updated Bidder Declaration Form (if applicable)

The State reserves the right to interview any additional or substitute staff.

10. POINTS OF CONTACT

Contractor Contract Manager:	
Name, Title:	<to be completed upon Agreement award>
Address:	<to be completed upon Agreement award>
Phone Number:	<to be completed upon Agreement award>
E-mail address:	<to be completed upon Agreement award>

OYCR Contract/Engagement Manager:	
Name, Title:	<to be completed upon Agreement award>
Address:	<to be completed upon Agreement award>
Phone Number:	<to be completed upon Agreement award>
E-mail address:	<to be completed upon Agreement award>

11. CONTRACTOR RESPONSIBILITIES

- 11.1. The Contractor shall review the Agreement and associated Agreement documents with the State contract manager to ensure understanding of the responsibilities of both parties.
- 11.2. Prior to expiration of the Agreement, the Contractor shall return all State property, including security badges to the State Contract Manager.
- 11.3. As part of this Agreement, the Contractor (data custodian) shall be responsible for all costs incurred by the State (data owner) due to any and every security incident resulting from the Contractor’s failure to perform or negligent acts of its staff, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. The Contractor shall notify the CalHHS immediately by telephone call plus email or fax upon the discovery of breach of security of Personal Secure and Confidential Information (PSCI in computerized form if the PSCI was, or is reasonably believed to have been acquired by an unauthorized person, or within two hours by email of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. If the State determines that notice to the individual(s) whose data has been lost or breached is appropriate, the Contractor will bear any and all costs associated with the notice or any mitigation selected by the State. These costs include, but are not limited to, consultant time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
- 11.4. The Contractor shall comply with all applicable CalHHS and State policies and procedures including, but not limited to CalHHS workplace policies.

12. STATE RESPONSIBILITIES

- 12.1. The State Contract/Engagement Manager shall receive all communications and has the authority to act on all aspects of the services. The State Contract/Engagement

- Manager will review the Agreement and associated Agreement documents with the Contractor to ensure understanding of the responsibilities of both parties.
- 12.2. The State will provide timely review and approval of the information and documentation provided in order for the Contractor to perform its obligations under this Agreement.
 - 12.3. The OYCR will appoint a Contract/Engagement Manager, who will provide approval of the contractor deliverables and coordinate payment of invoices upon such approval.
 - 12.4. The OYCR will provide the Contractor with an initial understanding of the assignment and deliverable expectations.
 - 12.5. The OYCR will provide sufficient access to appropriate levels of staff, other users, and department management as appropriate to facilitate the performance of consulting tasks and creation of deliverables.

13. PROBLEM ESCALATION

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the State contract manager shall determine the level of severity, and notify the appropriate State staff, as set forth below. The State staff notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

- 1) First level, the OYCR Contract/Engagement Manager
- 2) Second level, CalHHS Deputy Secretary, Sonia Herrera

14. SUBCONTRACTORS

- 14.1. The Contractor may, with the approval of the OYCR, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. Any such OYCR approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance and quality of any work performed by any, and all, subcontractors. The OYCR reserves the right to reject or refuse admission to any subcontractor staff whose performance, in the reasonable judgment of the OYCR, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the OYCR for any breach in performance of the Contractor's duties.
- 14.2. The Contractor warrants and agrees that any subcontract resulting from its performance under the terms and conditions of the Agreement shall include a provision that the subcontractor shall abide by the terms and conditions of the Agreement, as well as all other applicable federal and State laws, rules, and

regulations pertinent hereto that have been or may hereafter be established. Also, the Contractor warrants and agrees that all subcontracts shall include a provision that the subcontractor shall indemnify and hold harmless the OYCR. Any Agreement between the Contractor and its subcontractors shall require the subcontractors to adhere to the same performance standards and other standards required of the Contractor.

- 14.3. When a subcontractor ultimately performs all of the services that the Contractor has agreed to provide and the prime Contractor only handles the invoicing of expenditures, then the prime Contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs. Contractors may not subcontract 100 percent of the tasks of this SOW.

EXHIBIT B BUDGET AND PAYMENT DETAIL

1. INVOICE AND PAYMENT

- a) For services satisfactorily rendered (i.e. tasks and deliverables) completed in accordance with the requirements set forth in this Agreement, and accepted by the CalHHS, and upon receipt and approval of the invoices, the CalHHS, agrees to compensate the Contractor in accordance with the terms of this Agreement.
- b) Payment shall be made in accordance with the State of California's Prompt Payment Act (Government Code § 927 et seq.).
- c) Invoices must be submitted via email to faisal.aziz@chhs.ca.gov.
 - 1) Invoices shall be submitted monthly, in arrears, not later than thirty (30) days after CalHHS acceptance of the services (i.e. tasks and deliverables).
 - 2) The email must contain the following in the subject line:
 - Company name
 - Agreement Number
 - Invoice Number
 - 3) Invoice must be in PDF format and contain the following information:
 - I. Contractor's letterhead.
 - II. Signature from authorized company official.
 - III. Agreement Number.
 - IV. Purchase Order Number.
 - V. Time Period.
 - VI. Invoice Amount.
 - VII. Itemized Description of Services.
 - VIII. Detail the labor category hours (incremental hours shall be billed to the nearest 15 minutes) with hourly rate(s).
 - IX. Receipts for travel expenses (if travel is authorized under this Agreement).
 - 4) All supporting documentation as required in this Agreement must be submitted with the invoice.

2. 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 services and deliverables covered by this Agreement, this Agreement shall be of no further force and effect. In this event, the State shall have no further liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be further 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 further liability occurring to the State or offer an Agreement amendment to the Contractor to reflect the reduced amount.

3. TRAVEL

The State will allow for travel costs, which includes reimbursement for the Contractor's personnel for travel, per diem, lodging, etc. The travel costs shall not exceed State rates current at the time of order placement and shall be made in accordance with the provisions established in the California Department of Human Resources (CalHR) Human Resources Manual (e.g., section 2203) and any applicable CalHR travel regulations (Cal. Code Regs, tit. 2, § 599.615 et seq.), as applied to represented employees and limited to actual costs incurred. The State Contract Manager shall approve all travel in advance.

4. CONTRACTOR OVERPAYMENTS

- a) If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by contacting the Contractor to request a refund or credit of the overpayment amount. If the Contractor refund or credit is not received within thirty (30) days from the date of the State's notice, the State shall offset subsequent Contractor payments by the amount of the overpayment.
- b) If Contractor discovers it has received an overpayment Contractor shall notify the State and refund the overpayment immediately.

5. REVIEWS

- a) In consideration of the performance of the foregoing in a satisfactory manner, the State agrees to pay the Contractor an amount equal to the latter's cost of performance hereunder, computed in accordance with the State Administrative Manual, Sections 8752 and 8752.1.
- b) Nothing herein contained shall preclude advance payments pursuant to the Government Code, Article 1, Chapter 3, Part 1, Division 3, Title 2. Advance payments shall be in accordance with Section 8453 of the State Administrative Manual and Government Code, Section 11257.

6. TERMINATION WITHOUT CAUSE

- a) This Agreement may be terminated without cause by either party after a 30-day written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions or requirements.
- b) The Contractor shall be entitled to payment of all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

EXHIBIT C
DGS GENERAL TERMS AND CONDITIONS

Please note: this page will not be included with the final contract. The general terms and conditions (GTC 04/2017) will be included in the contract by reference to the internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D CalHHS SPECIAL TERMS AND CONDITIONS

A) Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B) Settlement of Disputes

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the Proposal.

C) Evaluation of Contractor

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

D) Agency Liability

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 upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E) Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E OYCR ADDITIONAL PROVISIONS

A) Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

B) Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

C) Insurance Requirements

- 1) When Contractor submits a signed Agreement to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The Contractor agrees that all insurance provided shall be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time during the term of the Agreement, the Contractor shall provide, at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CalHHS may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
 - a) The insurer shall not cancel the insured's coverage without 30 days prior written notice to the State. Coverage needs to be in force for the complete term of the agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the OYCR ten (10) days prior to the expiration of insurance. This new insurance must still meet the terms of the original agreement. In the event that the Contractor fails to keep insurance coverage in effect at all times required in this Agreement, the OYCR may, in addition to any other remedies it may have, terminate this Agreement. The OYCR shall not be responsible for any premiums, deductibles, or assessments on the insurance policy.
 - b) The State of California shall be included as an additional insured. The policy must include the OYCR, the State of California, its officers, agents, and employees as

additional insured but only with respect to work performed for the State of California under this Agreement.

- c) Policy Cancellation, Termination and Notice of Non-Renewal: The Contractor shall provide to the State within five (5) business days following receipt by the contractor a copy of any cancellation or non-renewal of insurance required by this agreement. In the event the 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.
- d) Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- e) Inadequate Insurance: Inadequate or lack of insurance does not negate the contractor's obligations under the Agreement.
- f) If awarded the Agreement, the Contractor shall furnish to the State, prior to commencing the performance of work, a Certificate of Insurance for the requirements as listed below.
- g) Certificate Holder on the Certificate of Insurance must include the OYCR address as: California Office of Youth and Community Restoration, 1600 9th Street, Sacramento, CA 95814, and the Agreement Number 2021-40135-OYCR.
- h) The Contractor must mail, fax, or e-mail the required certificate(s) of insurance to the State contract manager.

2) Commercial General Liability

- a) On an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate or proof of adequate self-insurance if the Contractor is a self-insured government and/or a public entity. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- b) In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the contractors shall include all subcontractors as insured under the Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of the Contractor.

3) Automobile Liability

The Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. If Contractor does

not own any commercial automobiles, then 1) its insurance shall cover liability arising out of a motor vehicle including hired and non-owned motor vehicles, and 2) the Contractor shall provide a signed statement on business letterhead stating, “[Contractor’s name] does not own any automobiles. Should [Contractor’s name] purchase an automobile(s) during the term of Agreement [Agreement number] with the California Health and Human Services Agency, it shall obtain owned auto coverage consistent with the requirements of the Agreement and shall provide evidence of coverage to the State Contract Manager prior to using the automobile(s) in the performance of the Agreement.” The policy must name the OYCR, the State of California, its officers, agents, and employees as additional insured, but only with respect with work performed under this Agreement.

4) Professional Liability

The Contractor shall maintain professional liability/errors and omissions insurance with limits no less than \$1,000,000 for each claim and \$3,000,000 aggregate covering damages caused by negligent errors, acts, or omission. The policy retroactive date must be displayed on the certificate and must be before the date this Agreement is executed or before the commencement of work.

5) Workers Compensation

- a) Provisions of section 3700 of the California Labor Code requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing performance of work under the Agreement.
- b) The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.
- c) If your business is a Sole Proprietorship and does not employ any other individual(s), a signed statement on business letterhead stating, "I certify under penalty of perjury under the laws of the State of California that I do not employ any person in any manner as to become subject to the Workers' Compensation laws of California. I further certify that the OYCR will be notified within thirty (30) days of any changes which results in the business becoming subject to the Workers' Compensation laws of the State of California." This letter must be on file for this Agreement.

D) Licenses and Permits

- 1) The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- 2) If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to

the OYCR a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

- 3) In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

E) Audit Reports - Contractors

- 1) Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 1994 Revision".
- 2) The financial and compliance audit shall contain the following supplementary financial information:
 - a) A combining statement of revenue and expenditures for each contract which presents, by budget line item, revenue and expenditures for the Agreement or audit period.
 - b) A computation sheet for each contract used to calculate the Contractor's earnings for the Agreement or audit period, including measurable values. The results of this calculation will be used to determine:
 1. The amount due Contractor;
 2. The amount due State; or
 3. Whether the Contractor has been paid in full.
- 3) If the Contractor has used the same independent audit firm for more than five (5) consecutive years, the Contractor must submit, to the department's Audit Services Unit, a written justification for using the same audit firm in excess of five (5) years and request approval from the Audit Services Unit to continue using the same audit firm.
- 4) Private, nonprofit contractors shall submit to the department two (2) copies of the required audit report within six (6) months of the end of the Contractor's fiscal year. An extension may be granted by the department's Audit Services Unit upon written request by the Contractor's Certified Public Accountant, to include but not be limited to, an explanation of why the required audit cannot be submitted within six (6) months of the end of the Contractor's fiscal year, for submittal of the audit report not to exceed an additional thirty (30) calendar days from the original due date. Audit reports are to be submitted to the following address:
- 5) Local governmental entities shall submit to the department two (2) copies of the required audit report within thirty (30) calendar days after the completion of the audit, but no later than nine (9) months after the end of the audit period. The audit reports are to be submitted to the address stated above.

- 6) Local governmental agencies shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- 7) Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.

F) DVBE Reporting Requirements

If the Contractor received an incentive for DVBE participation when submitting their original Proposal, the Contractor shall submit quarterly reports on DVBE participation using the DVBE Participation Form provided by OYCR. The Contractor will list at the end of each quarter, the dates of invoices submitted, amounts of invoices submitted, amounts of invoices paid to the DVBE, and the DVBE percentage from invoice totals. The completed DVBE Participation Reporting Form will be submitted to the OYCR contract manager.

Exhibit: F

Confidentiality and Information Security Requirements

This Confidentiality and Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential, sensitive, and personal, information (as defined herein) disclosed to Contractor, or, collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Health and Human Services Agency (hereinafter “CalHHS”), pursuant to Contractor’s agreement with CalHHS. Confidential, Sensitive, and Personal information is referred to here as “CALHHS CSP”. CalHHS and Contractor desire to protect the privacy and provide for the security of CalHHS CSP pursuant to this Exhibit and in compliance with state and federal laws applicable to the CalHHS CSP.

This Exhibit includes any special directions or project specific requirements that are not otherwise stated explicitly in the Agreement. Confidentiality and Information Privacy and Security Requirements provisions address the Contractor requirements based upon access and usage of the CalHHS information assets and equipment.

- 1) **Order of Precedence.** With respect to information privacy and security requirements for all CalHHS CSP, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CalHHS, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- 2) **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CalHHS CSP disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of CalHHS, pursuant to Contractor’s agreement with CalHHS. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- 3) **Definitions.** For purposes of the agreement between Contractor and CalHHS, including this Exhibit, the following definitions shall apply:
 - a) **Breach.** “Breach” means, including but not limited to:
 - i) the unauthorized acquisition, access, use, or disclosure of CalHHS CSP in a manner which compromises the security, confidentiality, or integrity of the information; or
 - ii) the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f).
 - b) **Confidential Information.** “Confidential Information” means information that:
 - i) does not meet the definition of “public records” set forth in California Government Code section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 - ii) is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word “confidential” by CalHHS.
 - c) **Disclosure.** “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
 - d) **CSP.** “CSP” means “Confidential Information”, “Sensitive Information”, and “Personal Information” (as these terms are defined herein).
 - e) **Personal Information.** “Personal Information” means information, in any medium (including but not limited to paper, electronic, oral) that:
 - i) directly or indirectly collectively identifies or uniquely describes an individual; or
 - ii) could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 - iii) meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 - iv) is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 - v) meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

- vi) meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 - vii) is protected from disclosure under applicable state or federal law.
- f) **Security Incident.** “Security Incident” means:
- i) an attempted breach; or
 - ii) the attempted or successful unauthorized access, disclosure, modification, or destruction of CalHHS CSP, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CalHHS, including this Exhibit; or
 - iii) the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CalHHS CSP; or
 - iv) any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- g) **Sensitive Information.** “Sensitive Information” is information maintained by CalHHS, which is not confidential by definition but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information may be either public or confidential. Sensitive information is that information, for which disclosure would jeopardize the integrity of CalHHS.
- h) **Use.** “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- 4) **Background check.** Before Contractor’s employee or workforce member (collectively “workforce members”) may access CalHHS CSP, the Contractor, at its discretion (based on compliance with applicable federal and state laws related to its programs), will conduct a thorough background check of the workforce member, and evaluate the results to assure that there is no indication that the workforce member may present a risk for theft of confidential data. The Contractor shall retain each workforce member’s background check documentation for a period of three (3) years following contract termination.
- 5) **Disclosure Restrictions.** The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CalHHS CSP. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CalHHS (including this Exhibit), any CalHHS CSP to anyone other than CalHHS personnel or programs without prior written authorization from the CalHHS Contract Manager, except if disclosure is required by State or Federal law.
- 6) **Use Restrictions.** The Contractor and its employees, agents, and subcontractors shall not use any CalHHS CSP for any purpose other than performing the Contractor's obligations under its agreement with CalHHS.
- 7) **Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalHHS CSP, including electronic or computerized CalHHS CSP. At each location where CalHHS CSP exists under Contractor’s control. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities in performing its agreement with CalHHS, including this Exhibit, and which incorporates the requirements of Section 8, Security, below. Contractor shall provide CalHHS with Contractor’s current and updated policies within five (5) business days of a request by CalHHS.
- 8) **Security.**
- a) The Contractor shall comply with all applicable State policies including, but not limited to (State Administrative Manual 5300-5399, State Information Management Manual procedure; and;
 - b) The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CalHHS CSP. These steps shall include, at a minimum, complying with all of the data system security precautions listed in Section 25, Contractor Data Security Standards below.
- 9) **Information Security Officer.** At each location where CalHHS CSP is located, the Contractor shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CalHHS on matters concerning this Exhibit.

- 10) **Training.** The Contractor shall provide, at a minimum, annual training on its obligations under this Exhibit, at its own expense, to all of its workforce members who assist in the performance of Contractor's obligations under Contractor's agreement with CalHHS, including this Exhibit, or otherwise use or disclose CalHHS CSP. Workforce members shall not begin work or have access to CalHHS information until they have completed this training.
- a) The Contractor shall require each workforce member who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - b) The Contractor shall retain each workforce member's certifications for CalHHS inspection for a period of three (3) years following contract termination or completion.
 - c) Contractor shall provide CalHHS with its workforce member's certifications within five (5) business days of a request by CalHHS for the workforce member's certifications.
- 11) **Personnel (Employee) and Workforce Member Discipline.** Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- 12) **Breach and Security Incident Responsibilities.**
- a) **Notification to CalHHS of Breach or Security Incident.** The Contractor shall notify CalHHS **immediately by telephone call plus email** upon the discovery of a breach (as defined in this Exhibit), and within one (1) business day by telephone call and email upon the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CalHHS immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the California Department of State Hospital's (hereinafter "DSH") Information Security Officer, using the contact information listed in Section 13, below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CalHHS CSP in electronic or computerized form, notification to CalHHS shall be provided by calling the CalHHS and DSH Information Security Office at the telephone numbers listed in Section 13, below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first (1st) day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a workforce member of the Contractor.
 - i) Contractor shall take:
 - (1) prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 - (2) any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29. (California Civil Code 1798.29, subdivision (e), California Civil Code 1798.82, subdivision (f), and State Administrative Manual (SAM) section 5340, Incident Management.)
 - b) **Isolation of System or Device.** A system or device containing CalHHS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify CalHHS within one (1) business day of a confirmed exploitation of a technical vulnerability and keep CalHHS informed as to the investigation until resolution of the vulnerability is completed.
 - c) **Investigation of Breach and Security Incidents.** The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer of:
 - i) Contractor point of contact information (name, title, mailing address, telephone number(s), and email address(s); and
 - ii) Description of what happened, including the date and time the Information Security Incident and/or Breach was detected, occurred, and believed to be contained (if known); and
 - iii) what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 - iv) a description of the unauthorized persons known or reasonably believed to have improperly used the CalHHS CSP and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or

- acquired the CalHHS CSP, or to whom it is known or reasonably believed to have had the CalHHS CSP improperly disclosed to them; and
- v) a description of where the CalHHS CSP is believed to have been improperly used or disclosed; and
 - vi) a description of the probable and proximate causes of the breach or security incident; and
 - (1) whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered; and
 - vii) Corrective action plan to address the occurrence.
- d) **Updates on Investigation.** The Contractor shall provide regular (at least once a week) email updates on progress of the Information Security Incident and/or Breach investigation to the CalHHS Contract Manager, CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer until they are no longer needed, as mutually agreed upon between the Contractor and the CalHHS.
- e) **Written Report.** The Contractor shall provide a written report of the investigation to the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach. To the extent Contractor has such information, the report shall include but not be limited to the following:
- i) Contractor point of contact information (name, title, mailing address, telephone number(s), and email address(s); and
 - ii) Description of what happened, including the date and time the Information Security Incident and/or Breach was detected, occurred, and believed to be contained (if known); and
 - iii) Description of the types of CalHHS CSP that were involved, and the extent of the information involved in the Information Security Incident and/or Breach; and
 - iv) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CalHHS CSP; and
 - v) A description of where the CalHHS CSP is believed to have been improperly transmitted, sent, or utilized; and
 - vi) A description of the probable causes of the improper use or disclosure; and
 - vii) Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
 - viii) Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach.
- f) **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CalHHS CSP, Contractor shall, at its sole expense, and at the sole election of CalHHS, either:
- i) make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 - ii) cooperate with and assist CalHHS in its notification (including substitute notification) to the individuals affected by the breach.
- g) **Submission of Sample Notification to Attorney General.** If notification to more than five hundred (500) individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CalHHS CSP, Contractor shall, at its sole expense, and at the sole election of CalHHS, either:
- i) electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CalHHS Contract Manager, CalHHS Privacy Officer, CalHHS Agency Information Security Officer, and the DSH Information Security Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 - ii) cooperate with and assist CalHHS in its submission of a sample copy of the notification to the Attorney General.

h) **Cost of Investigation and Remediation.** Per SAM Section 5305.8, the Contractor shall be responsible for all costs incurred by CalHHS due to Information Security Incidents and/or Breaches resulting from the Contractor’s failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for impacted individuals, CalHHS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

13) **Contact Information.** To direct communications to the above referenced staff, the Contractor shall initiate contact as indicated herein. CalHHS reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Contract Manager	Privacy Office	Information Security Office
See the Scope of Work Exhibit for Contract Manager information.	California Health and Human Services Agency(CalHHS) Privacy Office 1215 O Street Sacramento, CA 95814 Email: first.last@chhs.ca.gov Telephone: (916) ###-####	California Health and Human Services Agency (CalHHS) Information Security Office c/o: The Office of Systems Integration 2495 Natomas Park Dr., Suite 515 Attn: Lloyd Indig, OAIO Sacramento, CA 95833-2941 Email: calhhs.iso@chhsaio.ca.gov Telephone: (916) 263-4052
		California Department of State Hospitals (DSH) Information Security Office 1215 O Street, MS-5 Sacramento, CA 95814 Email: security@dsh.ca.gov Telephone: (844) 217-4018

14) **Documentation of Disclosures for Requests for Accounting.** Contractor shall document and make available to CalHHS or (at the direction of CalHHS) to an Individual such disclosures of CalHHS CSP, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

15) **Requests for CalHHS CSP by Third (3rd) Parties.** The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CalHHS Contract Manager and CalHHS Privacy Officer all requests for disclosure of any CalHHS CSP requested by third parties to the agreement between Contractor and CalHHS (except from an Individual for an accounting of disclosures of the individual’s personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

16) **Notification of Requests by Other Entities of CalHHS CSP.** If the Contractor and its employees, agents, or subcontractors receive a subpoena, warrant, other legal order, demand, or Public Records Act Request (collectively, a “Request”), seeking CalHHS CSP, it will promptly notify the and provide a copy of the Request along with copies of Records or data in its possession that it believes are responsive to the Request. In the event of a Request, the parties agree to consult and cooperate with each other in their respective responses, as appropriate.

- 17) **Audits, Inspection and Enforcement.** CalHHS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CalHHS Contract Manager in writing.
- 18) **Return of State Property.** Prior to expiration of the Agreement, the Contractor shall return all State property, including but not limited to equipment issued and security badges to the CalHHS Contract Manager.
- 19) **Return or Destruction of CalHHS CSP on Expiration or Termination.** Upon expiration or termination of the agreement between Contractor and CalHHS for any reason, Contractor shall securely destroy the CalHHS CSP in accordance with NIST 800-88 or agreed upon method between CalHHS and Contractor within fifteen (15) days of the expiration or termination of the agreement. If return or destruction is not feasible, Contractor shall provide a written explanation within fifteen (15) days to the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer, using the contact information listed in Section 13, above.
 - a) **Retention Required by Law.** If required by state or federal law, Contractor may retain, after expiration or termination, CalHHS CSP for the time specified as necessary to comply with the law.
 - b) **Obligations Continue Until Return or Destruction.** Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CalHHS CSP or returns the CalHHS CSP to CalHHS; provided however, that on expiration or termination of the agreement between Contractor and CalHHS, Contractor shall not further access, use, or disclose the CalHHS CSP except as required by state or federal law.
 - c) **Notification of Election to Destroy CalHHS CSP.** If Contractor destroys the CalHHS CSP, Contractor shall certify in writing, to the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer, using the contact information listed in Section 13, above, that the CalHHS CSP has been securely destroyed. The notice shall include the date and type of destruction method used.
 - d) **Data Destruction:** Upon termination of the Agreement, all CalHHS CSP must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the and the DSH Information Security Offices.
- 20) **Amendment.** The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new security standards as they become published and implement requirements imposed by regulations and other applicable laws relating to the security or privacy of CalHHS CSP.
- 21) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CalHHS, available to CalHHS at no cost to CalHHS to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CalHHS, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- 22) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CalHHS or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- 23) **Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal or State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- 24) **Survival.** If Contractor does not return or destroy the CalHHS CSP upon the completion or termination of the Agreement, the respective rights, and obligations of Contractor under Sections 6, 7, and 12 of this Exhibit shall survive the completion or termination of the agreement between Contractor and CalHHS.

25) Contractor Data Security Standards

a) General Security Controls

- (1) **Confidentiality Statement.** All persons that will be working with CalHHS CSP must sign a confidentiality statement (Attachment 1 to this Exhibit). The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CalHHS CSP. The statement must be renewed annually. The Contractor shall retain each person's confidentiality statement for CalHHS inspection for a period of three (3) years following contract termination.
- (2) **Device Encryption.** All devices (including but not limited to laptops, tablets, smart phones and similar devices) that process and/or store CalHHS CSP must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CalHHS and DSH Information Security Offices.
- (3) **Contractor Owned or Managed Devices Connected to a State Network** (including but not limited to laptops, tablets, smart phones and similar devices). Are only permitted if allowed in writing by the CalHHS Contract Manager, the CalHHS Privacy Officer, CalHHS Agency Information Security Officer, and the DSH Information Security Officer. The devices must adhere to all applicable device encryption requirements as stated in this Attachment.
 - (a) The CalHHS and the DSH Information Security Offices or other designated State entity shall have the right to audit the Contractor owned or managed devices connected to State networks.
- (4) **Server Security.** All servers containing CalHHS CSP must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher; and have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- (5) **Minimum Necessary.** Only the minimum amount of CalHHS CSP required to perform necessary business functions may be copied, downloaded, or exported.
- (6) **Removable media devices.** All electronic files that contain CalHHS CSP data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). CSP must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- (7) **Antivirus software.** All workstations, laptops and other systems that process and/or store CalHHS CSP must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- (8) **Patch Management.** All servers, workstations, laptops, and other systems that process and/or store CalHHS CSP must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches must be up to date and installed in a timely manner as determined by the CalHHS. Critical and High-Risk vulnerabilities, based on the Common Vulnerability Scoring System (CVSS) score, will be patched within thirty (30) days of a patch release.
- (9) **Data Security.** CalHHS CSP will be stored separately from other customers data. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

b) Authenticator Management.

i) Password Based Authentication.

- (1) Contractor shall implement strong password controls on all compatible computing systems that are consistent with the State and the California Department of State Hospitals (DSH) who has information technology infrastructure responsibility for CalHHS.
- (2) Enforces national standards for passwords and, when approved, as contained in the California Department of State Hospitals (DSH) policies and requirements for passwords, including any updates, incorporated herein by reference.;
- (3) Stores and transmits only cryptographically protected passwords;
- (4) Requirements include:

- (a) Enforces password minimum and maximum lifetime restrictions as contained in the California Department of State Hospitals (DSH) policies and requirements for passwords, when approved including any updates, incorporated herein by reference;
- (b) Prohibits password reuse generations as contained in the California Department of State Hospitals (DSH) policies and requirements for passwords, when approved including any updates, incorporated herein by reference; and
- (c) Allows the use of a temporary password for system logons with an immediate change to a permanent password.
- (d) The information system, for password-based authentication:
 - (i) All users must be issued a unique username for accessing CalHHS CSP. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.
 - (ii) Passwords are not to be shared.
 - (iii) Password Construction:
 - 1. Password Length
 - a. All systems which support long passwords will be configured to use a minimum password length of fifteen (15) characters
 - b. Systems which do not permit fifteen (15) character passwords will be configured to use a minimum password length of eight (8) characters.
 - c. No passwords of fewer than eight (8) characters may be used.
 - 2. Password Complexity
 - a. All user passwords will utilize a combination of at least three (3) of the following elements: uppercase, lowercase, numeric, and special characters.
 - b. All system account(s) and Admin. account(s) passwords will utilize a combination of all four (4) of the following elements: uppercase, lowercase, numeric, and special characters.
 - 3. Passwords shall not be constructed by using personal information or words found in a dictionary.
 - a. Examples of personal information include a pet's name, a spouse's name, children's names, automobile license plate number, social security number, birthday, etc.
 - b. Users are encouraged to use passwords comprised of pass phrases, which use easier to remember words and occasional numeric or symbolic substitutions for letters. This permits easier memorization of a longer phrase that is significant to the user.
 - 4. Whenever possible, systems will be configured to prevent users from utilizing passwords that are found on common/known weak password lists.
 - (iv) Password Expiration
 - 1. Standard User Account(s)
 - a. Systems configured to require a minimum fifteen (15) character password meeting the required complexity requirements will have no mandatory expiration date. However, passwords will be expired or changed under the following special circumstances:
 - b. Changed by the voluntary choice of the user.
 - c. Expired due to the password being compromised or suspected to be compromised.
 - d. Expired, and any accounts disabled, when a user separates from CalHHS.
 - e. Systems configured to require a password of eight (8) or more, but less than fifteen (15) characters, or any systems which cannot enforce the password complexity requirements, will have an expiration date of no more than ninety (90) days.
 - 2. Privileged User Account(s)

- a. Privileged account passwords will have an expiration date of no more than ninety (90) days regardless of length. Passwords must be changed on or before the 90th day. Any privileged account with a password exceeding ninety (90) days will be locked.
- (v) Password Reutilization
 1. Users will not reuse previous passwords for a minimum of ten (10) password change cycles. Systems which support password reutilization restrictions will be configured to prevent reuse according to this standard.
- (vi) Account Lockout
 1. Five (5) consecutive, unsuccessful password entry attempts to access a CalHHS information system will result in the account being locked out. The account will remain locked for a minimum of 120 minutes following the 5th unsuccessful login attempt.
- c) **Data Sanitization.** All CalHHS CSP must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CalHHS CSP is no longer needed.
- d) **System Security Controls**
 - i) **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than fifteen (15) minutes of inactivity.
 - ii) **Warning Banners.** All systems containing CalHHS CSP must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
 - iii) **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CalHHS CSP, or which alters CalHHS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CalHHS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
 - iv) **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- e) **Multi-Factor Authentication (MFA)/Advanced Authentication.**
 - i) Multi-Factor Authentication based on two or more of the following: something you know (i.e., password), something you have (i.e., token or smartcard), or something you are (i.e., biometric).
 - ii) Multi-Factor authentication (MFA) is required for all access to public-facing sites hosting non-public data.
 - (1) Multi-Factor authentication (MFA) is required for all access including but not limited to cloud applications, CalHHS data including CSP data, for access to accounts used to generate official departmental communication, and for all privileged accounts, regardless of client location.
- f) **Transmission encryption.** All data transmissions of CalHHS CSP outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CalHHS CSP can be encrypted. This requirement pertains to any type of CalHHS CSP in motion such as website access, file transfer, and E-Mail.
- g) **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CalHHS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
- h) **Audit Controls.**
 - i) **System Security Review.** All systems processing and/or storing CalHHS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
 - ii) **Log Reviews.** All systems processing and/or storing CalHHS CSP must have a routine procedure in place to review system logs for unauthorized access.

- i) **Change Control.** All systems processing and/or storing CalHHS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.
- j) **Business Continuity / Disaster Recovery Controls.**
 - i) **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CalHHS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than twenty-four (24) hours.
 - ii) **Data Backup Plan.** Contractor must have established documented procedures to securely backup CalHHS CSP to maintain retrievable exact copies of CalHHS CSP. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CalHHS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CalHHS data.
- k) **Paper Document Controls.**
 - i) **Supervision of Data.** CalHHS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. CalHHS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - ii) **Escorting Visitors.** Visitors to areas where CalHHS CSP is contained shall be escorted and CalHHS CSP shall be kept out of sight while visitors are in the area.
 - iii) **Confidential Destruction.** CalHHS CSP must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization or successor standards when the CalHHS CSP is no longer needed.
 - iv) **Removal of Data.** CalHHS CSP must not be removed from the premises of the Contractor except with express written permission of CalHHS.
 - v) **Faxing.** Faxes containing CalHHS CSP shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
 - vi) **Mailing.** CalHHS CSP shall only be mailed using secure methods. Large volume mailings of CalHHS CSP shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CalHHS approved solution.

**THE CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Information resources maintained by The California Health and Human Services Agency (CalHHS) and provided to Contractor may contain personal, confidential and/or sensitive information (CSP) that is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

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

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

**THE CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Contractor Project Representative

Name (Printed):

Title:

Business Name:

Email Address:

Phone:

Signature:

Date Signed:

**THE CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Contractor Information Security Officer
(or authorized official responsible for business' information security program)

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____