

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11057

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Goodwill Industries of Sacramento Valley & Norther Nevada, Inc.

2. The term of this Agreement is:

START DATE

3/30/2020

THROUGH END DATE

3/29/2021

3. The maximum amount of this Agreement is:

\$7,500,000.00

Seven Million Five Hundred Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms & Conditions	04/2017
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Goodwill Industries of Sacramento Valley & Northern Nevada, Inc.

CONTRACTOR BUSINESS ADDRESS

8001 Folsom Blvd

CITY

Sacramento

STATE

CA

ZIP

95826

PRINTED NAME OF PERSON SIGNING

Richard Abrusci

TITLE

President & CEO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

30 March 2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Angela Salas

TITLE

Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

3/30/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102/EG N-25-20

Exhibit A - Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

2-1-1 California will provide services under a fixed pricing model which includes staffing and infrastructure to provide 24/7 call center support through various 2-1-1 Contact Centers, covering 53 counties. 2-1-1 California is prepared to provide immediate services for MAXIMUS to transfer calls directly to local 2-1-1 Contact Centers under the following terms. Upon receipt, these calls would be triaged by local 2-1-1 Contact Centers to provide basic Information & Referral Resources for the call'r's local communities. Available to accept 15,000 calls per day. Increased staffing capacity of up to 350 call specialists. 2-1-1 California will route calls to various network providers to provide load balancing throughout the network as needed.

Optional services: The Contractor has the ability to provide more comprehensive call response by providing more intensive call management. This includes connecting callers to services and assisting them with applications, appointment setting, and other related type services. This approach is more hands-on and requires longer call times. These optional services must be approved by CDPH prior to beginning these services.

2. Service Location

The services shall be performed at various 2-1-1 Contact Centers that cover 53 counties.

3. Service Hours

The services shall be provided on an as needed basis with 24/7 availability.

4. Project Representatives

A. The project representatives during the term of this agreement will be: [CDPH Contract Manager **must** be a State employee]

California Department of Public Health Phebe Lapinig, Program Analyst Telephone: (916) 210-1528 Fax: (916) 650-6420 E-mail: Phebe.Lapinig@cdph.ca.gov	Goodwill Industries of Sacramento Valley & Northern Nevada, Inc. Richard Abrusci Telephone: (916) 949-0914 Fax: (916) 395-2615 E-mail: richarda@goodwillsacto.org
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B. Direct all inquiries to:

California Department of Public Health Emergency Preparedness Office Attention: Phebe Lapinig Mail Station Code 7002 1615 Capitol Ave, 73.373 Sacramento, CA 95814 Telephone: (916) 210-1528 Fax: (916) 650-6420 E-mail: Phebe.Lapinig@cdph.ca.gov	Goodwill Industries of Sacramento Valley & Northern Nevada, Inc. Attention: Richard Abrusci, President 8001 Folsom Blvd. Sacramento, CA 95826 Telephone: (916) 949-0914 Fax: (916) 395-2615 E-mail: richarda@goodwillsacto.org
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Goodwill Industries of Sacramento Valley & Northern Nevada, Inc. Attn: Finance 8001 Folsom Blvd. Sacramento, CA 95826 Phone: 916-395-9000 Fax: 916-395-2615

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

5. **Progress Reports or Meetings**

A. Reporting will be made available upon request and can be modified as needed.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates shown below in paragraph F.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Phebe Lapinig
California Department of Public Health
Emergency Preparedness Office
MS 7002
1615 Capitol Ave. 73.373
Sacramento, CA 95814

D. Invoice shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
- 2) Invoices must be submitted to CDPH either electronically or in hard copies.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The total amounts of this agreement shall not exceed: \$7,500,000.00. \$5,000,000.00 shall be available upon approval of this agreement with an option to release \$2,500,000.00 due to additional services that may be needed and must be approved in writing by CDPH.

F. **Rates Payable**

Contractor will be reimbursed for services satisfactorily performed based on the following rate schedule:

- 1) One-time programming fees for all networks: \$125,000.00
- 2) FTE Program Manager: \$125,000.00
- 3) Network redundancy infrastructure: \$250,000.00
- 4) Payment to networks for call handling: \$4,000,000.00

Exhibit B
Budget Detail and Payment Provisions

- 5) Indirect costs: \$500,000.00
- 6) Optional services cost: \$2,500,000.00

Optional service may include: 2-1-1- has the ability to provide more comprehensive call response by providing more intensive call management. This includes connecting callers to services and assisting them with applications, appointment setting, and other related type services. This approach is more hands-on and requires longer call times.

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 program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.