

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-09003-000

PURCHASING AUTHORITY NUMBER (If Applicable)

4440

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

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

LF Staffing Services, Inc.

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$71,393,337.60

Seventy-One Million, Three hundred Ninety-Three Thousand Three Hundred Thirty-Seven Dollars and Sixty 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  | 14    |
| Exhibit B          | Budget Detail and Payment Provisions   | 5     |
| Exhibit A-1        | Branch Locations   | 3     |
| +<br>- Exhibit C * | General Terms and Conditions   | *     |
| +<br>- Exhibit D   | Special Terms and Conditions   | 8     |
| +<br>- Exhibit E   | Confidentiality and Information Security Provisions                            | 1     |
| +<br>- Exhibit F   | Information Privacy and Security Requirements (Non-HIPPA/HITECH Act Contracts) | 10    |
| +<br>- Exhibit G   | Insurance Requirements   | 4     |
| +<br>- Exhibit H   | Federal Emergency Management Agency Provisions                                 | 2     |

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.)

LF Staffing Services, Inc.

CONTRACTOR BUSINESS ADDRESS

11426 N. Jog Road

CITY

Palm Beach Gardens

STATE

FL

ZIP

33418

PRINTED NAME OF PERSON SIGNING

David Zolnowski

TITLE

Director of Risk Management

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

07/17/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1600 9th Street, Room 101

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Robert Horsley

TITLE

BMB Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

7/17/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**APPROVED****Aug 24 2020**OFFICE OF LEGAL SERVICES  
DEPT. OF GENERAL SERVICES

**EXHIBIT A**  
**SCOPE OF WORK**

**1. CONTRACTED PARTIES**

- A. LF Staffing Services, Inc., hereafter referred to as Contractor, agrees to provide temporary relief food, custodial and skilled trade services through qualified staff to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this emergency contract (Emergency Agreement).

**2. SERVICE LOCATIONS:**

- A. The services shall be performed for the Department of State Hospitals at the following location(s):

|  |   |
|--|---|
| <input checked="" type="checkbox"/> DSH-Atascadero 10333 El Camino Real,<br>P.O. Box 7001<br>Atascadero, CA 93423-7001 | <input checked="" type="checkbox"/> DSH-Coalinga<br>24511 West Jayne Avenue<br>P.O. 5000 Coalinga, CA 93210 |
| <input checked="" type="checkbox"/> DSH-Metropolitan<br>11401 South Bloomfield Avenue Norwalk, CA 90650                | <input checked="" type="checkbox"/> DSH-Patton<br>3102 East Highland Avenue Patton, CA 92369                |
| DSH-Sacramento<br>1600 9 <sup>th</sup> Street, Room 101<br>Sacramento, CA 95814  | <input checked="" type="checkbox"/> DSH-Napa<br>2100 Napa-Vallejo Highway<br>Napa, CA 94588-6293            |

**3. SERVICE HOURS AND CONTRACT TERM:**

- A. The services shall be provided Monday through Sunday (seven-day week), twenty-four (24) hours per day, on an as-needed basis. The specific days and shifts will be determined by mutual agreement between the Contractor and the DSH Contract Manager or designee.
- B. **CONTRACT TERM:** This Agreement shall begin on July 1, 2020 and end at midnight on June 30, 2021 or until Governor Gavin Newsom rescinds the COVID-19 State of Emergency. The contract can be terminated earlier by mutual written agreement of the Parties or by the termination provisions set forth in Exhibits C or D. This Agreement may be extended by mutual written agreement of the Parties.

**C. PROJECT REPRESENTATIVES:**

**The project representatives during the term of this Agreement shall be:**

## Contractor – LF Staffing Services, Inc.

| CONTRACTOR MANAGER   |          | ADMINISTRATIVE CONTACT   |             |
|--|----------|--|-------------|
| Section/Unit: LFSS   |          | Section/Unit: LFSS   |             |
| Attention: David Zolnowski   |          | Attention: Shelle Kulik  |             |
| Address:<br>11426 N. Jog Rd. Palm Beach<br>Gardens, FL 33418                                     |          | Address:<br>2122 N Tustin Ave. Santa Ana,<br>CA 92705                                      |             |
| Phone:<br>(561) 627 6507   | Fax: N/A | Phone:<br>(949) 293-8264   | Fax:<br>N/A |
| Email:<br><a href="mailto:David.zolnowski@laborfinders.com">David.zolnowski@laborfinders.com</a> |          | Email:<br><a href="mailto:shelle.kulik@laborfinders.com">shelle.kulik@laborfinders.com</a> |             |

## Department of State Hospitals – Sacramento

| DSH CONTRACT MANAGER   |                            | ADMINISTRATIVE CONTACT  |                                |
|--|----------------------------|---|--------------------------------|
| Section/Unit:  |                            | Section/Unit:   |                                |
| Attention: Ann Marie Santana,<br>Manager   |                            | Attention:<br><br>Contract Analyst: Nancy Moon                            |                                |
| Address: 1600 9 <sup>th</sup> Street, Room 101<br>Sacramento, CA<br>95814              |                            | Address: 1600 9 <sup>th</sup> Street, Room 101<br>Sacramento, CA<br>95814 |                                |
| Cell: (916)214-<br>3440  | Desk:<br>(916)651-<br>5299 | Desk:<br>(916) 562-2312   | Cell:<br>(916)<br>607-<br>5480 |
| Email:<br><a href="mailto:AnnMarie.Santana@dsh.ca.gov">AnnMarie.Santana@dsh.ca.gov</a> |                            | Email: <a href="mailto:nancy.moon@dsh.ca.gov">nancy.moon@dsh.ca.gov</a>   |                                |

 Department of State Hospitals – Atascadero  
**Custodians**

| DSH CONTRACT MANAGER  |                        | ADMINISTRATIVE CONTACT  |                        |
|---|------------------------|---|------------------------|
| Section/Unit: General Services  |                        | Section/Unit: Procurement   |                        |
| Attention: Justin Baietti   |                        | Attention: Michelle Buck  |                        |
| Address: 10333 El Camino Real<br>P.O. Box 7001<br>Atascadero, CA 93423-<br>7002 |                        | Address: 10333 El Camino Real<br>P.O. Box 7002<br>Atascadero, CA 93423-<br>7002 |                        |
| Phone: (805)<br>468-3776  | Fax: (805)<br>468-2367 | Phone: (805)<br>468-3700  | Fax: (805)<br>468-3261 |
| Email: <a href="mailto:justin.baietti@dsh.ca.gov">justin.baietti@dsh.ca.gov</a> |                        | Email: <a href="mailto:michelle.buck@dsh.ca.gov">michelle.buck@dsh.ca.gov</a>   |                        |

Department of State Hospitals – Atascadero  
**Food Services**

| DSH CONTRACT MANAGER  |                    | ADMINISTRATIVE CONTACT  |                    |
|---|--------------------|---|--------------------|
| Section/Unit: Nutrition Services  |                    | Section/Unit: Procurement   |                    |
| Attention: Felicia Ulibarri   |                    | Attention: Michelle Buck  |                    |
| Address: 10333 El Camino Real<br>P.O. Box 7001<br>Atascadero, CA 93423-70017002     |                    | Address: 10333 El Camino Real<br>P.O. Box 7002<br>Atascadero, CA 93423-7002   |                    |
| Phone: (805)468-3651  | Fax: (805)468-2886 | Phone: (805)468-3700  | Fax: (805)468-3261 |
| Email: <a href="mailto:Felicia.ulibarri@dsh.ca.gov">Felicia.ulibarri@dsh.ca.gov</a> |                    | Email: <a href="mailto:michelle.buck@dsh.ca.gov">michelle.buck@dsh.ca.gov</a> |                    |

Department of State Hospitals – Atascadero  
**Skilled Trades**

| DSH CONTRACT MANAGER  |                        | ADMINISTRATIVE CONTACT  |                        |
|---|------------------------|---|------------------------|
| Section/Unit: Plant Operations  |                        | Section/Unit: Procurement   |                        |
| Attention: Eric Glau  |                        | Attention :Michelle Buck  |                        |
| Address: 10333 El Camino Real<br>P.O. Box 7002<br>Atascadero, CA 93423-7001 |                        | Address: 10333 El Camino Real<br>P.O. Box 7002<br>Atascadero, CA 93423-7002   |                        |
| Phone: (805)<br>468-2206  | Fax: (805)<br>468-2611 | Phone: (805)<br>468-3700  | Fax: (805)<br>468-3261 |
| Email: <a href="mailto:eric.glau@dsh.ca.gov">eric.glau@dsh.ca.gov</a>       |                        | Email: <a href="mailto:michelle.buck@dsh.ca.gov">michelle.buck@dsh.ca.gov</a> |                        |

Department of State Hospitals – Coalinga  
**Custodians, Food Services, and Skilled Trades**

| DSH CONTRACT MANAGER   |  | ADMINISTRATIVE CONTACT   |                      |
|--|--|--|----------------------|
| Section/Unit:  |  | Section/Unit: Procurement  |                      |
| Attention: Nick Dolan, Assistant<br>Hospital Administrator                                       |  | Attention: Elizabeth Moreno  |                      |
| Address: 24511 West Jayne<br>Avenue<br>P.O. Box 5000<br>Coalinga, CA 93210                       |  | Address:<br>24511 West Jayne Avenue<br>P.O. Box 5000 Coalinga, CA<br>93210             |                      |
| Phone:<br>(561) 627-507  |  | Phone: (559)<br>935-7312   | Fax(559)<br>935-7319 |
| Email:<br><a href="mailto:David.zolnowski@laborfinders.com">David.zolnowski@laborfinders.com</a> |  | Email:<br><a href="mailto:elizabeth.moreno@dsh.ca.gov">elizabeth.moreno@dsh.ca.gov</a> |                      |

Department of State Hospitals – Metropolitan  
**Food Service**

| CONTRACT MANAGER  |                       | ADMINISTRATIVE CONTACT  |                       |
|---|-----------------------|---|-----------------------|
| Section/Unit: Nutrition Services  |                       | Section/Unit: General Services  |                       |
| Attention: Ricky C. Marderossian, SSMII   |                       | Attention: Candice Sahadi   |                       |
| Address: 11401 S. Bloomfield Avenue<br>Norwalk, CA 90650                                |                       | Address: 11401 S. Bloomfield Avenue<br>Norwalk, CA 90650                        |                       |
| Phone:<br>(562)405-2169   | Fax:<br>(562)863-7332 | Phone:<br>(562)455-4966   | Fax:<br>(562)863-7332 |
| Email: <a href="mailto:Ricky.Marderossian@dsh.ca.gov">Ricky.Marderossian@dsh.ca.gov</a> |                       | Email: <a href="mailto:Candice.sahadi@dsh.ca.gov">Candice.sahadi@dsh.ca.gov</a> |                       |

Department of State Hospitals – Metropolitan  
**Custodians**

| CONTRACT MANAGER  |                       | ADMINISTRATIVE CONTACT  |                       |
|---|-----------------------|---|-----------------------|
| Section/Unit: Housekeeping Dept.  |                       | Section/Unit: General Services  |                       |
| Attention: Julio Palacios, SSMI   |                       | Attention: Candice Sahadi   |                       |
| Address: 11401 S. Bloomfield Avenue<br>Norwalk, CA 90650                        |                       | Address: 11401 S. Bloomfield Avenue<br>Norwalk, CA 90650                        |                       |
| Phone:<br>(562)651-4409   | Fax:<br>(562)863-7332 | Phone:<br>(562)455-4966   | Fax:<br>(562)863-7332 |
| Email: <a href="mailto:Julio.Palacios@dsh.ca.gov">Julio.Palacios@dsh.ca.gov</a> |                       | Email: <a href="mailto:Candice.sahadi@dsh.ca.gov">Candice.sahadi@dsh.ca.gov</a> |                       |

Department of State Hospitals – Metropolitan  
**Skilled Trades**

| CONTRACT MANAGER  |                       | ADMINISTRATIVE CONTACT  |                       |
|---|-----------------------|---|-----------------------|
| Section/Unit: Plant Operations  |                       | Section/Unit: General Services  |                       |
| Attention: Lee Conkleton, CPOIII  |                       | Attention: Candice Sahadi   |                       |
| Address: 11401 S. Bloomfield Avenue<br>Norwalk, CA 90650                      |                       | Address: 11401 S. Bloomfield Avenue<br>Norwalk, CA 90650                        |                       |
| Phone:<br>(562)651-3140   | Fax:<br>(562)863-7332 | Phone:<br>(562)455-4966   | Fax:<br>(562)863-7332 |
| Email: <a href="mailto:Lee.Conkleton@dsh.ca.gov">Lee.Conkleton@dsh.ca.gov</a> |                       | Email: <a href="mailto:Candice.sahadi@dsh.ca.gov">Candice.sahadi@dsh.ca.gov</a> |                       |

Depart of State Hospitals-Napa  
**Custodians**

| CONTRACT MANAGER  |                        | ADMINISTRATIVE CONTACT  |                        |
|---|------------------------|---|------------------------|
| Section/Unit: General Services                                      |                        | Section/Unit: Contracts   |                        |
| Attention: Jed Urot   |                        | Attention: Pilot Smith  |                        |
| Address: 2100 Napa-<br>Vallejo Highway, Napa, CA 94558              |                        | Address: 2100 Napa-Vallejo Highway<br>Napa, CA 94558                      |                        |
| Phone:<br>(707) 253-5241  | Fax:<br>(707) 254-2425 | Phone:<br>(707) 254-2433  | Fax:<br>(707) 254-2425 |
| Email: <a href="mailto:jed.urot@dsh.ca.gov">jed.urot@dsh.ca.gov</a> |                        | Email: <a href="mailto:pilot.smith@dsh.ca.gov">pilot.smith@dsh.ca.gov</a> |                        |

Department of State Hospitals-Napa  
**Skilled Trades**

| CONTRACT MANAGER  |      | ADMINISTRATIVE CONTACT  |                     |
|---|------|---|---------------------|
| Section/Unit: Facilities Management   |      | Section/Unit: Contracts   |                     |
| Attention: Kristen Brown  |      | Attention: Pilot Smith  |                     |
| Address: 2100 Napa-Vallejo Highway, Napa, CA 94558                            |      | Address: 2100 Napa-Vallejo Highway Napa, CA 94558                         |                     |
| Phone: (707) 253-5667   | Fax: | Phone: (707) 254-2433   | Fax: (707) 254-2425 |
| Email: <a href="mailto:Kristen.Brown@dsh.ca.gov">Kristen.Brown@dsh.ca.gov</a> |      | Email: <a href="mailto:pilot.smith@dsh.ca.gov">pilot.smith@dsh.ca.gov</a> |                     |

 Department of State Hospitals-Napa  
**Food Services**

| CONTRACT MANAGER  |      | ADMINISTRATIVE CONTACT  |                     |
|---|------|---|---------------------|
| Section/Unit: Nutrition Services                                  |      | Section/Unit: Contracts   |                     |
| Attention: Wen Pao  |      | Attention: Pilot Smith  |                     |
| Address: 2100 Napa-Vallejo Highway, Napa, CA 94558                |      | Address: 2100 Napa-Vallejo Highway Napa, CA 94558                         |                     |
| Phone: (707) 253-5770   | Fax: | Phone: (707) 254-2433   | Fax: (707) 254-2425 |
| Email: <a href="mailto:Wen.Pao@dsh.ca.gov">Wen.Pao@dsh.ca.gov</a> |      | Email: <a href="mailto:pilot.smith@dsh.ca.gov">pilot.smith@dsh.ca.gov</a> |                     |

 Department of State Hospitals – Patton  
**Food Services**

| DSH CONTRACT MANAGER  |  | ADMINISTRATIVE CONTACT  |  |
|---|--|---|--|
| Section/Unit: Nutrition Services  |  | Section/Unit: Procurement   |  |
| Attention: Diana Marks,(A) PD   |  | Attention: Annette Calderon   |  |
| Address: 3102 E. Highland Avenue<br>Patton, CA 92369                      |  | Address: 3102 E. Highland Avenue<br>Patton, CA 92369                                |  |
| Phone: (909) 672-1526   |  | Phone: (909)425-7811  |  |
| Email: <a href="mailto:Diana.marks@dsh.ca.gov">Diana.marks@dsh.ca.gov</a> |  | Email: <a href="mailto:Annette.calderon@dsh.ca.gov">Annette.calderon@dsh.ca.gov</a> |  |

 Department of State Hospitals – Patton  
**Custodian**

| DSH CONTRACT MANAGER                                 |  | ADMINISTRATIVE CONTACT                               |  |
|--|--|--|--|
| Section/Unit: Housekeeping                           |  | Section/Unit: Procurement                            |  |
| Attention: Jesse Sanchez                             |  | Attention: Annette Calderon                          |  |
| Address: 3102 E. Highland Avenue<br>Patton, CA 92369 |  | Address: 3102 E. Highland Avenue<br>Patton, CA 92369 |  |



|   |  |   |  |
|---|--|---|--|
| Phone:<br>(909) 425-7318  |  | Phone:<br>(909)425-7811   |  |
| Email: <a href="mailto:Jesse.sanchez@dsh.ca.gov">Jesse.sanchez@dsh.ca.gov</a> |  | Email: <a href="mailto:Annette.calderon@dsh.ca.gov">Annette.calderon@dsh.ca.gov</a> |  |

Department of State Hospitals – Patton  
**Skilled Trades**

| DSH CONTRACT MANAGER  |  | ADMINISTRATIVE CONTACT  |  |
|---|--|---|--|
| Section/Unit: Plant Ops   |  | Section/Unit: Procurement   |  |
| Attention: Lisa Tate<br>Facility Operations                               |  | Attention: Annette Calderon   |  |
| Address: 3102 E. Highland<br>Avenue<br>Patton, CA 92369                   |  | Address: 3102 E. Highland<br>Avenue<br>Patton, CA 92369                             |  |
| Phone:<br>(909) 425-7578  |  | Phone:<br>(909)425-7811   |  |
| Email: <a href="mailto:Diana.marks@dsh.ca.gov">Diana.marks@dsh.ca.gov</a> |  | Email: <a href="mailto:Annette.calderon@dsh.ca.gov">Annette.calderon@dsh.ca.gov</a> |  |

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

#### 4. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide Custodial, Trades and Food Service Technician temporary/relief services referred though qualified staff hereafter, "Contractor's Employees" required by this Emergency Agreement to the DSH.

- B. Services under this Emergency Agreement shall be used to provide temporary services when appropriate staffing levels cannot be maintained for employees out sick due to the COVID-19 State of Emergency declaration by Governor Newsom on or about March 4, 2020. This contract is only for short term vacancies directly caused by COVID-19 illness or quarantine. The DSH makes no guarantee of the estimated service needs that may be required under this Agreement.

#### C. DESIGNATION OF THE APPLICABLE AGREEMENT

- When Contractor is asked to fill positions with Contractor's Employees for position categories and at service locations that are covered by the Agreement, Contractor shall provide Contractor's Employees under the terms and conditions of the Agreement.

#### 5. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall provide Contracted Employees, as required by this Emergency Agreement to DSH.
- B. Contractor's obligation under this Emergency Agreement to provide services

Initial Here:

Contractor



through qualified staff shall not be fulfilled by recruitment of current civil service employees; contracted employees under an existing registry that is performing the same services for DSH; nor retired civil service employees that have not reached the required hours for hire. **The DSH reserves the right, in its sole and absolute discretion, to waive this requirement in whole or in part, during the emergency address of COVID 19.**

- C. Contractor shall provide the services at the times and levels indicated in Section 3 above and herein Section 5. Contractor agrees that should the DSH be able to hire civil service staff to perform some or all these same services, Contractor shall cease to provide referral services to that degree and as instructed by the DSH Contract Manager.
- D. Contractor's Employees shall either be U.S. citizens or possess an appropriate work permit, if not a U.S. citizen.
- E. Contractor shall provide proof of TB and Flu vaccine, but if there is no proof from a medical provider, DSH will provide testing. Live Scan will also be provided by DSH as well as the drug testing if needed.
- F. Except for unanticipated events, such as a hospital emergency or lock-down, Contractor shall request approval from the DSH Contract Manager or designee(s) prior to Contractor Employees performing any overtime work. Overtime must be approved by the DSH Contract Manager or designee(s) and be documented in writing. The Contractor's failure to obtain written approval for overtime shall cause the Contractor to be responsible for the payment of any unauthorized overtime to affected personnel. In the event of an unexpected event, Contractor shall obtain written authorization after the fact from the DSH Contract Manager or designee(s). In all instances where overtime was authorized, a copy of the written authorization must be submitted with the Contractor's monthly invoice. Where authorized, overtime shall be compensated at a rate not to exceed 150% of the hourly rate identified in Exhibit B, Budget Detail and Payment Provisions.
- G. Contractor agrees that, for the purposes of this Emergency Agreement, qualified staff shall meet the licensure and experience qualifications for each of the classifications below as is required pursuant to the California State Personnel Board (SPB). Contractor further agrees to provide DSH with proof of all qualifications, as well as a resume or Curriculum Vitae (CV), or any other documentation as may be requested by the DSH Contract Manager
- H. Contractor Employees shall be licensed by required Board of California licensing agencies if required for that classification by the State and other Trade professionals in California. Contractor further agrees to provide DSH with proof of all license, qualification, as well as a resume or Curriculum Vitae (CV), or any other documentation as may be requested by the DSH Contract Manager for the listed temp/relief services.

1. List of Classifications:

Architectural Assistant  
 Associate Hazardous Materials Specialist

Automotive Equip Operator I  
Automotive Equipment Operator II  
Automotive Pool Manager II  
Boiler/Chiller Plant Stationary Engineer  
Building Maintenance Worker  
Carpenter I  
Carpenter II  
Carpenter Supervisor  
Chief Engineer I  
Chief Engineer II  
Chief of Plant Ops I  
Chief of Plant Ops III  
Electrical Shop (Electrician) Supervisor  
Electrician I  
Electrician II  
Electrician Supervisor  
Electronics Technician  
Fusion Welder  
Groundskeeper  
Heavy Equipment Mechanic  
HVAC/Refrig/Kitchen Maintenance Mechanic  
HVAC/Refrig/Kitchen Stationary Engineer  
Laundry Worker  
Lead Automobile Mechanic  
Lead Groundskeeper  
Locksmith I  
Maintenance Mechanic  
Office Technician  
Material & Stores Specialist  
Material & Stores Supervisor  
Painter I  
Painter II  
Painter Supervisor  
Pest Control Technician  
Plumber I  
Plumber II  
Plumber Supervisor  
Sheet Metal Worker  
Stationary Engineers  
Stationary Engineers Apprentice  
Stock Clerk  
Supervising Groundskeeper II  
Supervisor of Building Trades  
Tractor Operator  
Tree Maintenance Worker  
Upholsterers  
Utility Shops Supervisor (Fabrication Shop)  
Warehouse Worker  
Water and Sewage Plant Supervisor  
Custodians  
Custodial Supervisors  
Food Service Technicians I  
Food Service Technicians II

Cook Specialist I  
Cook Specialist II

- I. Contractor, in the provision of temporary/relief of staffing services, shall ensure that Contractor's Employees adhere to all rules, policies, directives, guidelines, procedures, and protocols of DSH and those specific to the facility where Contractor's Employees shall perform services. This includes, but is not limited to:
  1. Contractor's Employees shall, provide services in accordance with California state (hereafter "State") Licensing and Certification (Title 22, Division 5 of the California Code of Regulations (where applicable), the generally accepted standard of work for each employee's profession, and their scope of licensure.
  2. Contractor further agrees that while Contractor's Employees shall utilize their professional judgment and draw upon their training and education in the performance of services, DSH retains sole authority to determine the appropriate course of action for these services.
  3. Adhere to DSH's policy directives and procedures.
  4. Utilize DSH forms or protocols for all administrative needs;
  5. Attend required meetings or briefings;
  6. Providing direct comprehensive evaluations, diagnosis and repair/replace evaluations.
  7. Provide consultation, as necessary, on unusual, complex or serious repairs/replacement and present such cases to the appropriate DSH designee.
  8. Maintaining security of work area and work materials;
- J. For purposes of responding to a request for qualified staff, Contractor shall provide DSH with live inter-personal telephone service 24 hours per day seven days a week. Telephone answering devices (i.e., message machines) may not be used in place of individuals answering the phone during these hours. DSH shall have a right to terminate the Emergency Agreement if Contractor is not able or unwilling to provide live inter-personal telephone service during these hours.
- K. Contractor shall submit resume or Curriculum Vitae(s) for requested staff within 5 business days of the DSH request. If Contractor cannot provide available staffing within the 5 business days, Contractor shall provide written notification to the DSH Contract Manager of the DSH location with a plan of action in how to meet DSH's needs and a timeframe in providing the requesting staffing.
- L. Contractor shall provide referrals for on call / stand by services with qualified staff during off-duty hours that include receiving and responding to communications from DSH that may require on ground services on an "as-needed" basis, as determined by the DSH Designee.
- M. Qualified staff scheduled for On-Call / Standby Services shall be available twenty-four (24) hours a day. DSH shall supply a pager or cell phone to the qualified staff to be used to provide these services.
- N. Qualified staff scheduled for On-Call / Standby Services shall respond by telephone within one (1) hour of contact during the week he or she is scheduled to provide On-Call Standby Services.

- O. Contractor acknowledges and agrees that it is willing and able to provide a sufficient number of qualified staff to DSH upon request. Contractor shall be responsible for hiring and retaining a sufficient number of qualified staff to fulfill the requirements of the Emergency Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations of this Emergency Agreement.
- P. Contractor agrees that Contractor's Employees, where applicable, must apply for and obtain appropriate licensure prior to performing services at DSH. Contractor further agrees that the DSH reserves the right, at their sole discretion, to decide which of Contractor's Employees to allow to perform services at a DSH facility. DSH reserves the right, at its sole discretion, to require that Contractor suspend the services of, or altogether replace an employee should DSH determine that the employee has failed to adhere to a DSH policy or procedure or if the performance of that employee does not conform to DSH Standards.
- Q. If any of Contractor's Employees are unable to perform due to illness (including quarantine due to Covid-19), resignation or factors beyond the Contractor's or their employee's control, Contractor shall, when possible, provide a twenty-four (24) hour notification, or such other notification as is reasonable, to DSH in writing and with a phone call to the DSH Contract Manager or designee.
- R. Contractor shall provide current or renewed license(s) and/or certification(s) relevant to the performance of Contractor's Employees to DSH no later than thirty (30) days prior to the expiration date of the license or certification. If, during the course of this Emergency Agreement, any of the required licenses and certifications are found to be inactive, revoked, suspended, or not in compliance, Contractor shall immediately notify the DSH and the DSH reserves the right, in its sole discretion, to immediately terminate the services of that employee.
- S. Contractor shall provide DSH with a notice of any disciplinary proceedings, lawsuits or administrative actions pertaining to staffing services or moral turpitude of Contractor or Contractor's Employees.
- T. Contractor shall provide monthly communication either via e-mail, phone call, or in person with the DSH Contract Manager as to the status of their recruitment efforts. Contractor shall further provide monthly communicate any issues with recruitment or retention of Contractor's Employees with the DSH Contract Manager.
- U. Contractor shall provide on-demand reports regarding various factors associated with the use of this Emergency Agreement. Factors shall include, but are not limited to, staff usage, time keeping, labor costs, and historical/trending reports.
- V. Contractor agrees that, unless otherwise noted herein, all expenses associated with travel to and from the any DSH location, lodging, and all non-DSH related training expenses shall be borne by Contractor and shall not be reimbursed by DSH. Any and all services performed outside the scope of this Emergency Agreement shall be at the sole risk and expense of Contractor.
- W. If, at any time, DSH determines that Contractor does not provide sufficient staffing for temporary/relief services, as outlined herein, or to provide appropriate covered services to DSH shall require Contractor to submit a corrective action plan no later

than seven (7) calendar days after notification of the issues. At a minimum, the corrective action plan should include a detailed description of the approach the Contractor shall use to remedy the coverage gaps, and a timeframe outlining an expeditious resolution to the coverage shortfalls.

- X. If a Contractor Employee is terminated or otherwise leaves, Contractor shall ensure that continuity of service is maintained by providing a replacement temporary/relief staff person. If the transition creates a gap in service, Contractor shall notify DSH within twenty-four (24) hours by email or telephone call to the DSH designated contract representative team.
- Y. Contractor shall ensure that Contractor's Employees attend any orientation or trainings as may be required by the DSH prior to performing services or as may be required to ensure consistent provision of services to DSH patients. **Contractor's Employees shall be paid for the time spent in the DSH trainings.**
- Z. Contractor shall actively discourage Contractor's Employees from discussing compensation packages and/or incentives with California State Staff performing services for the DSH.
- AA. If required by DSH, Contractor shall ensure that Contractor's Employees shall be fluent in English. For the purposes of this Emergency Agreement, fluent shall be defined as, "able to understand, speak and write in English in non-medical environment, with full comprehension."
- BB. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Emergency Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas. Contractor Employees must always be in possession of a valid picture identification card while in any DSH secured area.
- CC. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Emergency Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor or personnel is caught taking photos or video without prior authorization, their phone or camera shall be subject to search and further action shall be taken by DSH Hospital police.
- DD. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Emergency Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- EE. If services shall be provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Emergency Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work.

Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.

- FF. If services shall be provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Emergency Agreement may bring on grounds. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- GG. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Emergency Agreement shall not use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).
- HH. If services shall be provided on DSH grounds, then Contractor Employees shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- II. Contractor's Employees may be issued a personal duress alarm (PDA) device. At the time of issuance, instructions on how to operate/maintain each device shall be provided to Contractor's Employees. In the event of negligent loss/damage of the issued equipment, Contractor's Employees agree to pay for replacement cost.
- JJ. Contractor understands that Contractor's Employees providing services through a sally port or into a secured area of a DSH facility shall submit to a fingerprint and background check, as well as a mandatory drug screening.
- KK. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Emergency Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Emergency Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Emergency Agreement with cause.
- LL. Contractor shall provide services as outlined in this Emergency Agreement. Contractor shall be responsible to fulfill the requirements of the Emergency Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- MM. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Emergency Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

MM. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, and would constitute a material breach of this Emergency Agreement under California law

NN. The Vendor will provide proof of TB and Flu vaccine, but if there is no proof from a medical provider, DSH will provide testing. Live Scan will also be provided by DSH as well as the drug testing if needed

## **6. DSH RESPONSIBILITIES:**

### **A. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews**

1. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Emergency Agreement, then that party shall not perform services for the DSH.
2. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Emergency Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
3. Inspections may be conducted by the DSH staff at various times during the Emergency Agreement term to check on the quality of work.
4. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Emergency Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
5. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement.
6. Upon receipt of a final audit report, Contractor has thirty (30) days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
7. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section.



Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Emergency Agreement.

8. This Emergency Agreement does not prohibit any employee of Contractor from seeking other employment, including State employment, on their own accord during the term of this Emergency Agreement or after it expires.
9. Contractor shall provide proof of TB and Flu vaccine, but if there is no proof from a medical provider, DSH will provide testing. Live Scan shall be provided by DSH as well as drug testing, if required.

## **7. PERFORMANCE MEASURES:**

### **A. Complete and Timely Provision of Services**

Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with this Scope of Work.

1. Penalties: Should Contractor not provide all services on a regular basis, including any and all required reports in a timely manner, DSH may choose to terminate this Emergency Agreement. Additionally, the DSH may find the Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

## **8. AMENDMENTS:**

- A. The Parties reserve the right to amend the anticipated staffing service needs of this Emergency Contract and the term during the COVID-19 state of emergency and to add additional funding if needed, at the same rates as set forth in this Emergency Agreement, Exhibit B, Section 5. This right to amend is in addition to the right to amend for other reasons contained in this Emergency Agreement that resulted in this Emergency Agreement, if applicable. Any amendment shall be in writing and signed by both Parties and be approved by the Department of General Services if such approval is required.

EXHIBIT A-1  
BRANCH LOCATIONS



**California Offices**

**Bakersfield**

3801 Buck Owens Blvd. Suite 108  
Bakersfield, CA 93308  
661-396-8162

**Chico**

1380 East Ave. Suite 112  
Chico, CA 95926  
530-433-4060

**Escondido**

1305 Simpson Way Suite H & J  
Escondido, CA 92029  
760-480-2300

**Fresno**

468 E. Bullard Ave. Suite 103  
Fresno, CA 93710  
559-221-2023

**Hawthorne**

13030 Inglewood Ave. Suite 105  
Hawthorne, CA 90250  
310-675-7900

**Modesto**

1800 B-2 Tully Rd.  
Modesto, CA 95350  
209-551-6201

**Palm Desert**

77682 Country Club Dr. Suite F3  
Palm Desert, CA 92211  
760-324-2014

**Paso Robles**

2727 Buena Vista Dr. Suite 103  
Paso Robles, CA 93446  
805-221-8044

**Riverside**

7209 Arlington Ave. Suite C  
Riverside, CA 92503  
951-549-8884

**Sacramento**

9739 Fair Oaks Blvd. Suite A  
Fair Oaks, CA 95628  
916-961-1475

**San Diego Metro**

8055 Clairemont Mesa Blvd. Suite 104 & 105  
San Diego, CA 92111  
858-492-5162

**San Diego South**

310 3rd Ave. Suite A-1  
Chula Vista, CA 91910  
619-691-0058

**San Fernando**

16151 San Fernando Mission Blvd.  
Granada Hills, CA 91344  
818-894-6851

**San Jose**

1560 N 4th St. Suite 101  
San Jose, CA 95112  
408-262-2423

**San Leandro**

1670 Alvarado St. Suite 13  
San Leandro, CA 94577  
510-678-3461

**Santa Ana**

2122 N. Tustin Ave.  
Santa Ana, CA 92705  
714-769-7046

**Santa Maria**

1782 S. Broadway  
Santa Maria, CA 93454  
805-346-6083

**South San Francisco**

10 Rollins Rd. #115  
Millbrae, CA 94030  
650-231-8250

**Vallejo**

1621 Tennessee St.  
Vallejo, CA 94590  
707-559-8686

**Victorville**

14368 Saint Andrews Dr. Suite C  
Victorville, CA 92395  
760-951-7800

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. INVOICING AND PAYMENT:**

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in Section 5, Budget Detail.
- C. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

**B. INSTRUCTIONS TO CONTRACTOR:**

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at:

Department of State Hospitals - Atascadero  
Attention: Accounting Office  
P.O. Box 7002 Atascadero, CA 93423-7002  
email invoices to:  
[ASHAccounting@dsh.ca.gov](mailto:ASHAccounting@dsh.ca.gov)

Department of State Hospitals - Coalinga  
Attention: Accounting Office  
P.O. Box 5001  
Coalinga, CA 93210  
email invoices to  
[CSHAccountsPayable@dsh.ca.gov](mailto:CSHAccountsPayable@dsh.ca.gov)

Department of State Hospitals – Metropolitan  
Attention: Accounting Office  
11401 S. Bloomfield Avenue  
Norwalk, CA 90650  
email invoices to  
[DSHMSHAccounting.ca.gov](mailto:DSHMSHAccounting.ca.gov)

Department of State Hospitals – Napa  
Attention: Accounts Payable  
2100 Napa-Vallejo Highway  
Napa, CA 94558-6293  
email invoices to  
[NSH.AcctPayable@dsh.ca.gov](mailto:NSH.AcctPayable@dsh.ca.gov)

Department of State Hospitals –Patton  
Attention: Accounting Office  
3102 E. Highland Avenue  
Patton, CA 92369  
email invoices to  
[PSHAccounting@dsh.ca.gov](mailto:PSHAccounting@dsh.ca.gov)

- B. Contractor shall submit one original and one copy of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
  - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
  - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
  - iii. Small Business certification number, if applicable
  - iv. Professional license number, if applicable
  - v. Invoice total
  - vi. Contractor's name as it appears on the Std. 213. If Contractor has both a legal and a fictitious name listed on the Std. 213, Contractor may, at its discretion, invoice using the full name as indicated on the Std. 213, or either of the two names listed.
  - vii. Patient Name (Name, Date of Birth, and DSH Patient Number)
  - viii. CPT Code (Codes with Modifiers)

**C. BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any

subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.

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

**D. PROMPT PAYMENT CLAUSE:**

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

**E. BUDGET DETAIL:**

- A. The total amount of this agreement shall not exceed \$71,393,337.60 at the rates listed below:

Rate Sheet

| TITLE                                       | Rate For<br>1-25<br>Positions | Rate For<br>26-50<br>Postitions | Rate For<br>51-74<br>Positions | Rate For<br>75+<br>Positions |
|---|-------------------------------|---------------------------------|--------------------------------|------------------------------|
| Architectural Assistant                     | \$53.68                       | \$53.35                         | \$53.02                        | \$52.36                      |
| Associate Hazardous Materials Specialist    | \$72.26                       | \$71.81                         | \$71.36                        | \$70.47                      |
| Automotive Equip Operator I                 | \$42.45                       | \$42.19                         | \$41.93                        | \$41.40                      |
| Automotive Equipment Operator II            | \$46.53                       | \$46.25                         | \$45.96                        | \$45.39                      |
| Automotive Pool Manager II                  | \$61.35                       | \$60.97                         | \$60.59                        | \$59.83                      |
| Boiler/Chiller Plant Stationary Engineer    | \$65.55                       | \$65.15                         | \$64.74                        | \$63.94                      |
| Building Maintenance Worker                 | \$44.39                       | \$44.11                         | \$43.84                        | \$43.29                      |
| Carpenter I                                 | \$50.99                       | \$50.67                         | \$50.36                        | \$49.73                      |
| Carpenter II                                | \$53.52                       | \$53.19                         | \$52.86                        | \$52.19                      |
| Carpenter Supervisor                        | \$55.98                       | \$55.64                         | \$55.29                        | \$54.60                      |
| Chief Engineer I                            | \$69.03                       | \$68.60                         | \$68.18                        | \$67.33                      |
| Chief Engineer II                           | \$69.03                       | \$68.60                         | \$68.18                        | \$67.33                      |
| Chief of Plant Ops I                        | \$69.03                       | \$68.60                         | \$68.18                        | \$67.33                      |
| Chief of Plant Ops III                      | \$73.57                       | \$73.12                         | \$72.66                        | \$71.75                      |
| Electrical Shop (Electrician) Supervisor    | \$59.29                       | \$58.93                         | \$58.56                        | \$57.83                      |
| Electrician I                               | \$56.18                       | \$55.83                         | \$55.49                        | \$54.79                      |
| Electrician II                              | \$58.91                       | \$58.55                         | \$58.18                        | \$57.45                      |
| Electrician Supervisor                      | \$59.29                       | \$58.93                         | \$58.56                        | \$57.83                      |
| Electronics Technician                      | \$55.07                       | \$54.73                         | \$54.39                        | \$53.71                      |
| Fusion Welder                               | \$52.28                       | \$51.96                         | \$51.64                        | \$50.99                      |
| Groundskeeper                               | \$38.70                       | \$38.46                         | \$38.22                        | \$37.75                      |
| Heavy Equipment Mechanic                    | \$57.62                       | \$57.26                         | \$56.91                        | \$56.20                      |
| HVAC/Refrig/Kitchen Maintenance<br>Mechanic | \$53.60                       | \$53.27                         | \$52.94                        | \$52.28                      |



|   |         |         |         |         |
|---|---------|---------|---------|---------|
| HVAC/Refrig/Kitchen Stationary Engineer     | \$65.55 | \$65.15 | \$67.74 | \$63.94 |
| Laundry Worker                              | \$27.54 | \$27.37 | \$27.20 | \$26.86 |
| Lead Automobile Mechanic                    | \$48.72 | \$48.42 | \$48.12 | \$47.52 |
| Lead Groundskeeper                          | \$42.45 | \$42.19 | \$41.93 | \$41.40 |
| Locksmith I                                 | \$53.66 | \$53.33 | \$52.99 | \$52.33 |
| Maintenance Mechanic                        | \$53.60 | \$53.27 | \$52.94 | \$52.28 |
| Office Technician                           | \$32.40 | \$32.20 | \$32.00 | \$31.60 |
| Material & Stores Specialist                | \$44.81 | \$44.54 | \$44.26 | \$43.71 |
| Material & Stores Supervisor                | \$48.53 | \$48.23 | \$47.93 | \$47.33 |
| Painter I                                   | \$51.07 | \$50.75 | \$50.44 | \$49.81 |
| Painter II                                  | \$53.52 | \$53.19 | \$52.86 | \$52.19 |
| Painter Supervisor                          | \$55.98 | \$55.64 | \$55.29 | \$54.60 |
| Pest Control Technician                     | \$42.45 | \$42.19 | \$41.93 | \$41.40 |
| Plumber I                                   | \$56.24 | \$55.89 | \$55.54 | \$54.85 |
| Plumber II                                  | \$58.94 | \$58.57 | \$58.21 | \$57.48 |
| Plumber Supervisor                          | \$61.61 | \$61.23 | \$60.85 | \$60.09 |
| Sheet Metal Worker                          | \$53.52 | \$53.19 | \$52.86 | \$52.19 |
| Stationary Engineers                        | \$65.55 | \$65.15 | \$64.74 | \$63.94 |
| Stationary Engineers Apprentice             | \$62.31 | \$61.93 | \$61.54 | \$60.77 |
| Stock Clerk                                 | \$27.54 | \$27.37 | \$27.20 | \$26.86 |
| Supervising Groundskeeper II                | \$55.15 | \$54.81 | \$54.47 | \$53.79 |
| Supervisor of Building Trades               | \$64.83 | \$64.43 | \$64.03 | \$63.23 |
| Tractor Operator                            | \$43.70 | \$46.41 | \$43.13 | \$45.55 |
| Tree Maintenance Worker                     | \$43.64 | \$43.37 | \$43.10 | \$42.56 |
| Upholsterers                                | \$43.52 | \$46.25 | \$45.96 | \$45.39 |
| Utility Shops Supervisor (Fabrication Shop) | \$58.53 | \$58.16 | \$57.80 | \$57.08 |
| Warehouse Worker                            | \$32.40 | \$32.20 | \$32.00 | \$31.60 |
| Water and Sewage Plant Supervisor           | \$65.55 | \$65.15 | \$64.74 | \$63.94 |
| Custodians                                  | \$24.30 | \$24.15 | \$24.00 | \$23.70 |
| Custodial Supervisors                       | \$29.97 | \$29.79 | \$29.60 | \$29.23 |
| Food Service Technicians I                  | \$22.68 | \$22.54 | \$22.40 | \$22.12 |
| Food Service Technicians II                 | \$25.92 | \$25.76 | \$25.60 | \$25.28 |
| Cook Specialist I                           | \$29.16 | \$28.98 | \$28.80 | \$28.44 |
| Cook Specialist II                          | \$32.40 | \$32.20 | \$32.00 | \$31.60 |

- B. In all cases, if Contractor is denied payment due to failure on their part to submit claims for services within the required timeframes, DSH shall not be responsible for reimbursing Contractor for that portion of their costs.
- C. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment

as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

- D. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.
- E. The DSH does not expressly or by implication agree that the DSH shall require Contractor to fill all the positions listed herein. The estimates in Exhibit B are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in staffing needs and/or patient population needs during the COVID-19 emergency. The service indicated in Exhibit B shall be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Emergency Agreement.
- F. Should the DSH determine, in its sole discretion, that the estimated number of staff or hours is insufficient to meets the demands of patient care or otherwise meet the needs of the DSH, the Parties may amend this Emergency Agreement by adding additional staff and funding at the same rates as set forth in this Exhibit B, Section 5. This right to amend is in addition to the right to amend for other reasons contained in this Emergency Agreement. Any amendment shall be in writing and signed by both Parties and be approved by the Department of General Services if such approval is required.
- G. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event shall this change the contract price for the services rendered.
- H. If Contractor's Employees are subpoenaed to testify in a court matter or perform other activities required and/or approved by DSH related to services provided under this Emergency Agreement, DSH shall reimburse the Contractor for travel expenses as set forth below. Contractor shall also be reimbursed at the full hourly rate for time spent in court. Contractor shall be compensated at a rate not to exceed 50% of the hourly rate in this Exhibit B, Section 5, for travel time for approved travel.

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**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. SUBCONTRACTS:**

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

**2. PUBLICATIONS AND REPORTS:**

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

**3. PROGRESS REPORTS:**

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

**4. PRESENTATION:**

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

**5. DEPARTMENT OF STATE HOSPITALS STAFF:**

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

**6. CONFIDENTIALITY OF DATA AND DOCUMENTS:**

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

**LEGAL NOTICE**

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

## **7. PROVISIONS RELATING TO DATA:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

## **8. APPROVAL OF PRODUCT:**

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

## **9. SUBSTITUTIONS:**

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

**10. NOTICE:**

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

**11. WAIVER:**

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

**12. GRATUITIES AND CONTINGENCY FEES:**

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**13. INTEGRATION CLAUSE:**

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

**14. CAPTIONS:**

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

**15. PUBLIC HEARINGS:**

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

**16. FORCE MAJEURE:**

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

**17. LITIGATION:**

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

**18. DISPUTES:**

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

**19. EVALUATION OF CONTRACTOR'S PERFORMANCE:**

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.



## **20. AUDITS, INSPECTION AND ENFORCEMENT:**

- A. Contractor agrees to allow the DSH to inspect its facilities and systems and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

## **21. USE OF STATE FUNDS:**

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
  - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
  - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

## **22. CANCELLATION PROVISIONS:**

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

### **23. EMPLOYMENT PROVISIONS:**

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
- i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
  - ii. Federal or state income tax withholding,
  - iii. Providing unemployment insurance and workers compensation insurance, and
  - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

### **24. LIABILITY FOR LOSS AND DAMAGES:**

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

### **25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:**

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.

- C. If both of the documented results of the TST provided  $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is  $\geq 10$ /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

## **26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:**

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

## **27. AMENDMENTS:**

- A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

**EXHIBIT E**  
**CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**  
**(HIPAA Business Associate Agreement)**

**N/A**

**EXHIBIT F**  
**INFORMATION PRIVACY AND SECURITY REQUIREMENTS**  
**(Non-HIPAA/HITECH Act Contracts)**

This Information Privacy and Security Requirements Exhibit (For Non-Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health (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 personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, 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 DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. 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 DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:
  - A. Breach: "Breach" means:
    1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
  - B. Confidential Information: "Confidential information" means information that:
    1. does not meet the definition of "public records" set forth in California Government Code section 6252(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
    2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.
  - 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. PCI: "PCI" means "personal information" and "confidential information" collectively (as these terms are defined herein).

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. 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
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
5. 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
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
3. 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 DSH PCI; or
4. 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. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH

PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI 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 DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.
  - A. The Contractor shall require each employee 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 employee's certifications for DSH inspection for a period of three years following contract termination or completion.
  - C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.
- X. Employee 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.
- XI. Breach and Security Incident Responsibilities:
  - A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of 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 DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first 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 an employee or agent of the Contractor.

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 and 1798.82.
- B. 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 DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:
1. 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
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and
  3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and
  4. a description of the probable and proximate causes of the breach or security incident; and
  5. whether Civil Code section 1798.29 and 1798.82 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the

breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

- D. 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 DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. 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 DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. 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), or 1798.82, subdivision (f). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH 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.

| DSH Contract Manager   | DSH Privacy Officer  | DSH Chief Information Security Officer   |
|--|--|--|
| See Exhibit A - Scope of Work for Contract Manager contact information | Privacy Officer<br>Office of Legal Services<br>California Dept. State Hospitals<br>1600 9 <sup>th</sup> Street, Room 433<br>Sacramento, CA 95814<br><br>Email: <a href="mailto:Yamin.Scardigli@dsh.ca.gov">Yamin.Scardigli@dsh.ca.gov</a><br>Telephone: (916) 562-3721 | Chief Information Security Officer<br>Information Security Office<br>1600 9 <sup>th</sup> Street, Suite 250<br>Sacramento, CA 95814<br><br>Email: <a href="mailto:iso@dsh.ca.gov">iso@dsh.ca.gov</a> and <a href="mailto:security@dsh.ca.gov">security@dsh.ca.gov</a><br>Telephone: 916-654-4218 |

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, 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.

- XIII. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (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.
- XIV. Audits, Inspection and Enforcement: DSH 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 DSH Program Contract Manager in writing.
- XV. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI 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 destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.
- C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves 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 standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. 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 DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, 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.

- XVIII. 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 DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable 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.
- XX. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

## Attachment 1 Contractor Data Security Standards

### 1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with DSH PCI must sign a confidentiality statement. 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 DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker 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.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
- D. **Server Security.** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain DSH PCI 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.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI 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. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique username for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format

on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

## 2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI 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.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. 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 DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, 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 DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

## 3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DSH PCI 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.

- B. **Log Reviews.** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### 4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI 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 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. 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 DSH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

#### 5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI 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. DSH PCI 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.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.
- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.
- E. **Faxing.** Faxes containing DSH PCI 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.
- F. **Mailing.** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI 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 DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

## **EXHIBIT G**

### **INSURANCE REQUIREMENTS**

#### **1. APPLICABLE LIABILITY INSURANCE:**

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability:**

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. 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 contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

**Requirement to Insure the State:** Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 37 10 01 or similar), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Pollution/Environmental Impairment Liability:**

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.



**Requirement to Insure the State:** Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Motor Vehicle Liability:**

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

**Requirement to Insure the State:** Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Professional Liability:**

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

☐ **Performance Bond:**

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☐ **Payment Bond:**

Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers in the event that the contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:  
<http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>.

☒ **Workers' Compensation:**

If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

**2. TERM OF INSURANCE:**

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

**3. TERMINATION FOR NON-COMPLIANCE:**

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

**4. CERTIFICATE HOLDER AND SUBMISSION:**

- A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals  
Attn: Nancy Moon, PCSS  
1600 9<sup>th</sup> Street, Suite 101  
Sacramento, CA 95814

Email: nancy.moon@dsh.ca.gov

Phone: (916) 562-3794

Fax: (916) 653-8752

## **5. SELF-INSURANCE REQUIREMENTS:**

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, the Contractor must provide:
  - i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
  - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
  - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
  - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

## **EXHIBIT H**

### **FEDERAL EMERGENCY MANAGEMENT AGENCY PROVISIONS**

*(Appendix H of the Agreement includes all Federal Emergency Management Agency (FEMA) requirements for Procurement Under Grants Conducted Under Exigent or Emergency Circumstances, with the exception of those requirements which were previously included in Exhibits A through G, and which were not added to avoid duplication of terms.)*

**1. 200.322 PROCUREMENT OF RECOVERED MATERIALS:**

- A. Department of State Hospitals (DSH) and the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 Code of Federal Regulations (CFR) Part 247 which contain the highest percentage of recovered materials practicable; consistent with maintaining a satisfactory level of competition; where the purchase price of the item exceeds \$10,000; or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that minimizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**2. APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY (NFE) CONTRACTS UNDER FEDERAL GRANTS AS APPLICABLE:**

- A. Contract Work Hours and Safety Standards (40 United States Code (U.S.C.) 3701-3708). Contracts in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or material; or articles ordinarily available on the open market; or contracts for transportation or transmission of intelligence.
- B. Rights to Inventions Made under the Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR Part 401.2 (a); and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”; the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- C. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387) as amended - Contracts and subgrants of amounts in excess of \$150,000 shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Act (33 U.S.C. 1251-1387) as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency, and the Regional Office of the EPA.
- D. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR Part 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 which implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p.235), “Debarment

and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying of non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.

### **3. ACCESS TO RECORDS:**

- A. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide U.S. Department of Homeland Security (USDHS), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the USDHS and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **US DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:**

- A. The Contractor shall not use the USDHS seal(s), logos, crests, or reproductions of flags or likenesses of USDHS agency officials without specific FEMA pre-approval.

### **4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:**

- A. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

### **5. NO OBLIGATION BY FEDERAL GOVERNMENT:**

- A. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

### **6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**

- A. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.