

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

19-11003

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

NC4 Public Sector, LLC

2. The term of this Agreement is:

START DATE

03/12/2020

THROUGH END DATE

06/30/2022

3. The maximum amount of this Agreement is:

\$500,000.00 Two Hundred Thousand Dollars and Zero Cents

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

EXHIBITS	TITLE	PAGES
Attachment 1	Statement of Work (including equipment and delivery schedules)	5
Attachment 2	Budget Detail and Payment Provisions	2
Attachment 3*	Information Technology General Provisions (GSPD-401IT)	GSPD
Attachment 4	Contractor's Release	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

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.)

NC4 Public Sector, LLC

CONTRACTOR BUSINESS ADDRESS

155 N. Lake Ave., Suite 900

CITY

Pasadena

STATE

CA

ZIP

91101

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

April 2, 2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Ferrer Kristy Lion

TITLE

Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4/2/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

EXECUTIVE ORDER

N-25-20-COVID 19

**Exhibit A  
Scope of Work**

**1. Service Overview**

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

The Contractor is to develop an automation routine to support CDPH healthcare facility status reporting during and after emergency events. The Facility Status Report is highly utilized to monitor the availability and existence of healthcare facilities in California. As stated on the proclamation, "the emergency proclamation includes provisions that protect consumers against price gouging, allow for health care workers to come from out of state to assist at health care facilities, and give health care facilities the flexibility to plan and adapt to accommodate incoming patients." This function is necessary to save valuable time for stakeholders across multiple agencies, determining responder's immediate action and decision making to prevent or mitigate the loss or impairment of life, property, or essential public services, pursuant to PCC 1102.

**2. Service Location**

The services shall be performed at 1615 Capitol Ave Suite 73.373 Sacramento, CA 95814 and 155 N. Lake Ave., Suite 900 Pasadena, CA 91101

**3. Service Hours**

The services shall be provided during normal Contractor working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, including state official holidays.

**4. Project Representatives**

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

<b>California Department of Public Health</b> William Johnson, Chief, Emergency Response Section Telephone: (916) 552-9365 Fax: (916) 650-6420 E-mail: William.Johnson@cdph.ca.gov	<b>NC4 Public Sector, LLC</b> Shirley Ono, Account Manager  Telephone: (510) 896-8550 E-mail: Shirley.Ono@everbridge.com
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B. Direct all inquiries to:

<b>California Department of Public Health</b> Emergency Preparedness Office Attention: William Johnson, Chief, Emergency Response Section Mail Station Code 7002 1615 Capitol Ave Suite 73.373 P.O. Box 997377 Sacramento, CA 95899  Telephone: (916) 552-9365 Fax: (916) 650-6420 E-mail: William.Johnson@cdph.ca.gov	<b>NC4 Public Sector, LLC</b> Attention: Shirley Ono, Account Manager  155 N. Lake Ave., Suite 900 Pasadena, CA 91101  Telephone: (510) 896-8550 E-mail: Shirley.Ono@everbridge.com
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**Exhibit A  
Scope of Work**

- C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Contractor: [NC4 Public Sector, LLC]
Attention: Accounts Receivable
155 N. Lake Ave., Suite 900
Pasadena, CA 91101
Phone: (818) 230-9705
Fax:
E-mail: AccountsReceivable@everbridge.com

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

**5. Progress Reports or Meetings**

- A. Contractor shall submit progress reports or attend meetings including the kick-off to discuss the technical and contracting objectives with state personnel. Intervals meetings determined by CDPH to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. Contractor will submit a finalized project plan that identifies the project resources, activities, schedules and reviews to ensure that the services provided are met and delivered on-time. This project plan should extend to the deployment of the code into Production.

**6. See the following pages for the detailed description of the services to be performed.**

**Exhibit A  
 Scope of Work**

Table 1 List of Tasks

<b>Requirement 1: Custom Form Architecture Enhancement (Task 1.0)</b>	
<b>ID No.</b>	<b>Tasks</b>
1.0	Add Sort capabilities to My Report View similar to how the view is set up for the CDPH Facility Status Report View. (This will allow users to be in the view specific to the event, and sort by site type, site name etc)
<b>Requirement 2: Map – Hospital Data and Intersect Modifications (Task 2.0)</b>	
<b>ID No.</b>	<b>Tasks</b>
2.0	Enhance the hospital layer to have nested sublayers for Department -> Facility type. The goal is to select a Department and then select one to multiple facility types associated with the respective Department. Site layer is an example of sublayers by facility type. This enhancement will improve the performance of loading facility points on the map. All three departments will be around 90,000 points.
2.1	Ability to import an overlay consisting of one to many shapes/polygons
<b>Requirement 3: Custom Form Architecture Enhancement. (Task 3.0)</b>	
<b>ID No.</b>	<b>Tasks</b>
3.0	Enhance the custom form to create individual fields and not an xml blob. Fields are already identified and used in the XML blob.
<b>Requirement 4: Generate three (3) reports that can be viewed using the report viewer embedded within the application. (Task 4.0)</b>	
4.0	Develop the 3 reports defined by CDPH requirements for each report.
4.1	May create two (2) active reports with specific filtering needs, and one (1) after action report for CDPH.
<b>Requirement 5: Discretionary Professional Development Training (Task 5.0)</b>	
<b>ID No.</b>	<b>Tasks</b>
5.0	Contractor will provide an on-site knowledge transfer session and assist CDPH and external stakeholders with the state current operation system.
<b>Kick-Off Meeting (Task 6.0)</b>	
6.0	The purpose of the Kick-Off Meeting is to discuss technical and contracting objectives of the change order to ensure all parties are in agreement.
<b>Analysis and Planning (Task 7.0)</b>	
7.0	Contractor will further analyze CDSS/DHCS/CDPH requirements and assist with the development of the requirements document. The requirements document will provide details of the functional needs of the enhancements for the existing system to meet CDSS/DHCS/CDPH needs. It is assumed that the high-level requirements are already documented in this SOW.

**Exhibit A**  
**Scope of Work**

<b>Project Plan (Task 8.0)</b>	
8.0	Contractor will submit one finalized project plan that identifies the project resources, activities, schedules and reviews to ensure that the services provided are met and delivered on-time. This project plan should extend to the deployment of the code into Production.
<b>Design, Develop, Test, Deploy (Task 9.0)</b>	
9.0	The draft release notes document will include the following: <ul style="list-style-type: none"><li>i. Description of how the enhancements will work in the existing application</li><li>ii. Description of any changes necessary to existing functionality</li><li>iii. Description of specific configuration changes</li></ul>
9.1	Contractor will perform system testing on the new code and on the existing application to ensure that the functionality has not been altered as a result of the new enhancements, to be included in the project plan. Contractor will provide the testing results prior to delivery of the existing application with the specified enhancements. Test results will include a test matrix and use cases, including functionality and pass/fail test results.
9.2	Contractor will provide a remote working demonstration of the enhancements per project plan and before handoff to CDSS/DHCS/CDPH for User Acceptance Testing (UAT). Contractor will correct any issues found in UAT and incorporate the enhanced and tested code into the next release.

**Exhibit A  
 Scope of Work**

Table 2, List of Deliverables

Del. No.	Deliverables	Estimated Completion
1	Kickoff Meeting - The Contractor will remotely attend a Kick-Off Meeting after execution of contract modification.	Within 10 business days after contract start date.
2	Requirements Document - The Contractor will submit any updates to the requirements documented in this SOW as agreed upon during the kick-off meeting.	Within 5 business days after kick off meeting
3	Finalized Project Plan - The Contractor will submit a finalized project plan as agreed upon during the kick-off meeting.	Within 30 calendar days after accepted requirements document.
4	Release Notes Document - The Contractor will submit a draft release notes document prior to UAT.	Within 30 calendar days after requirement document.
5	<p>Testing Results - The Contractor will submit the testing results prior to delivery of the existing application with the specified enhancements.</p> <p>Existing Application with the specified enhancements - The existing application with the enhancements will be provided for UAT testing on The Contractor test servers. The existing application with the enhancements will be placed into the production environment per project plan.</p>	Within 30 calendar days after completion project plan.

**7. NIST SP 800-53 R4**

Contractor will agree to comply with the NIST SP 800-53 R4

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Items amounts/Rates Payable specified in Section F of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically in one not more frequently than monthly in arrears to:

Phebe Lapinig/John Buffington  
California Department of Public Health  
Emergency Preparedness Office  
MS7002  
1615 Capitol Ave. Suite 73.373  
Sacramento, CA. 95814

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

E. Amounts Payable

The amounts payable under this agreement shall not exceed \$500,000.00

F. Rates Payable

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

Position Title	Standard Service Rate/ HR
Consultant/Programmer – Level 5	\$2,1490.94 row <b>\$2,140.94 per day</b>
Consultant/Programmer – Level 1	\$167.56 per hr

*PEH*

\* Hourly rates are loaded and include costs for fringe benefits, travel, operating costs and indirect costs.

*Angela Salas*  
6/11/2020

**2. Budget Contingency Clause**

**Exhibit B**  
Budget Detail and Payment Provisions

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

**3. Prompt Payment Clause**

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

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than *ninety (90)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Attachment 4)".

**5. Expense Allowability / Fiscal Documentation**

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

**6. Recovery of Overpayments**

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:



**Exhibit B**  
Budget Detail and Payment Provisions

- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**7. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.