



California State Council on Developmental Disabilities

Supported Decision Making-Technical Assistance Program Grants

SDM-TAP: Grant Guidelines

Updated on April 2, 2024. Updates are highlighted in this document.

All applications must be submitted through the Council's online GrantVantage platform

The application may be completed and submitted at:

<https://casccd.gvgrantcloud.com/>

Submission Deadline: April 22, 2024

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BACKGROUND

California's State Council on Developmental Disabilities (SCDD) advocates for, promotes, and implements policies and practices designed to achieve self-determination, independence, productivity, and inclusion in all aspects of community life for Californians with intellectual and/or developmental disabilities (I/DD) and their families. Its goal and mission are to improve the lives of people with I/DD (PwI/DD) in measurable ways through engaging in and promoting self-advocacy, capacity-building, and systems change.

SCDD (Council) is established by both federal law ([Developmental Disabilities and Bill of Rights Act](#)) and state law ([Lanterman Developmental Disabilities Services Act](#) [Welfare and Institutions Code § 4520 et seq.]). The Council is funded by the U.S. Department of Health and Human Services (DHHS), Administration for Community Living (ACL), and Office on Intellectual and Developmental Disabilities (OIDD).

Federal law requires SCDD to promote advocacy, engage in policy change work, and engage in capacity-building efforts, any or all of which may improve and/or increase services for individuals with I/DD and their families. SCDD submits these to the ACL in a 5-year State Plan. SCDD's primary work is achieving State Plan goals, objectives, and strategies through its many projects and activities. The State Plan provides annual information on its projects, activities, outcomes and impacts to the federal Office on Intellectual and Developmental Disabilities (OIDD), identifying how SCDD invests its state, federal, and other resources to support people with I/DD, their families, and communities throughout California. The 2022-2026 State Plan can be accessed on the SCDD website: [SCDD – State Plan | SCDD \(ca.gov\)](#).

SDM AND AB 1663

As established in Assembly Bill 1663, Maienschein (2022), The Probate Conservatorship Reform and Supported Decision-Making (SDM) Act, and related budget bills in 2022-23, SCDD is responsible for administering grants designed to promote and implement Supported Decision-Making (SDM) throughout California as a legal framework that can be an alternative to conservatorship. Supported Decision-Making Technical Assistance Program (SDM-TAP) is a statewide resource for people seeking information about SDM with a goal to increase the use of SDM statewide, especially in underserved communities. SDM-TAP provides support, education, guidance, assistance, and training to Californians who wish to use or expand supported decision-making in their professional or personal life. To learn more, please visit the SDM-TAP website: <https://scdd.ca.gov/sdm-tap/>

SDM-TAP GRANT OVERVIEW

The legislature allocated \$3,000,000 to SDM-TAP for grants to community agencies to support implementation of SDM-TAP objectives. SCDD will consider all proposal submissions and choose a maximum of 5 that will not exceed the full budgeted amount. The Council understands that the final list of approved projects may not address all 5 of the targeted topic areas and may not be distributed equally between professional and family/individual implementation.

More detailed information about each focus area may be found in the Project Descriptions, accessed through the links below:

Professionals ([Professional Implementation Flyer](#)): SDM-TAP is interested in funding grants that will educate professionals in one (1) or more of the five (5) focus areas about understanding and honoring SDM within their profession.

Family/individual ([Family/Individual Implementation Flyer](#)): SDM-TAP is interested in funding grants that will educate families/individuals on what SDM is, how to access SDM resources, and how to implement SDM across all identified areas of focus.

In addition to funding a maximum of 5 grants to expand the understanding and use of SDM by families/individuals or professionals, SDM-TAP will be administering contracts for a Resource Library (online), Warmline (free, non-emergency phone service), Evaluation, and Branding/Advertising Coordination. Each applicant can apply for multiple SDM-TAP contracts and/or grants, but can only receive 1 award. This means each applicant can only be awarded either 1 contract OR 1 grant. The application period for contracts has closed, however, grants should not overlap with the contract focus areas.

Due to the limited timeline for this project, proposers must demonstrate their ability to implement within 30 days of grant agreement start date.

APPLICANT ELIGIBILITY CRITERIA

The Council will award funding, on a competitive basis, to California-based agencies and organizations that represent and/or serve individuals with intellectual, developmental and/or cross-disabilities. Eligible Applicants include:

- Local government agencies
- Non-government organizations
- Tribal organizations
- Community-based non-profits
- Established coalitions that are classified as 501(c)(3) tax exempt under the Internal Revenue Services (IRS) Code

Under this definition, community is defined as a city, a group of cities, a county, a group of counties, and/or Tribal land(s). Applicants may submit proposals as a single organization or on behalf of a consortium of organizations.

AVAILABLE FUNDING AND PROJECT TERM

The Council has approved a total fund of \$3,000,000 to be allocated for one or more SDM-TAP grants. Grants will be awarded and completed during the time period of July 1, 2024-December 31, 2025, consistent with the focus areas listed above.

TIMELINE

GrantVantage Application Launch Date:	March 8, 2024
Pre-Bidders Conference – (Register Here):	March 13, 2024
Deadline for Questions:	April 10, 2024
Answers will be posted on SCDD website through:	April 12, 2024
Technical Assistance Clinics will be held (via Zoom) at:	
	<ul style="list-style-type: none">• March 19, 2024 (4:00pm – 5:00pm)• April 4, 2023 (12:00pm – 1:00pm)
Application Submission Deadline:	April 22, 2024

Application review & scoring:	April 22 – May 10, 2024
SDM-TAP team will convene to choose proposals:	May 3-10, 2024
Public Notice of Grant(s) Awarded:	May 10, 2024
Public Protest Period:	May 10-20, 2024
FINAL NOTICE of Award Notifications (**):	May 27, 2024
Projected Funding of Approved Proposals:	July 1, 2024
Deadline(s) for SDM-TAP Project Completion(s):	December 31, 2025

* Applications must be submitted by 11:59 p.m. on April 22, 2024

** Pending successful completion of the protest

ONLINE APPLICATION

For the SDM-TAP application process, all applicants must submit proposals through the Council’s online GrantVantage platform: (<https://cascdd.gvgrantcloud.com/>)

- FAQ tip sheets and other resources for the SDM-TAP grants will be made available and updated on the Council’s website: [SDM-TAP | SCDD](#)

For additional technical support questions about the application platform, applicants may email GrantVantage directly at applicantssupport@grantvantage.com.

For questions regarding the RFP or application process, applicants may email:

SDM-TAP Manager (Hannah Dunham), SDM-TAP Grants Analysts (Hilary Baird and Walker Woodard) at SDMTAP@scdd.ca.gov.

SCDD Grants & Contracts, grantscontracts@scdd.ca.gov

APPLICATION REQUIREMENTS

Grants awarded through the SDM-TAP will be administered through the Council’s headquarters office. During this process, the Council will: 1) ensure that all proposals are fairly and consistently reviewed and evaluated; 2) monitor compliance with state and federal laws and policies; and, 3) recommend awarding grants to the highest ranked proposal(s), based on available funding and the outlined criteria.

The Council's grant application, accessed via the GrantVantage online platform, has two main components: Application and Budget Template. The Application contains specific questions and upload requirements in three different sections: Grant Project Data, Grant Project Narrative, and Declarations. All sections, questions and document/signature uploads must be fully complete. The Budget Template requirements are outlined in the "instructions", which is provided on the Budget Template page. Any missing or incomplete sections will result in an application submission failure.

Some sections of the application are subject to scoring and will be marked as to the total number of points possible. Other sections – while not scored – must still be completed. If required information, application components/sections or documents have not been fully provided by the applicant, the application will be disqualified and rejected upon final review by the Grants Analyst.

Online Application Advisory

Applicants are encouraged to submit applications at least two hours before the Funding Announcement closing time. Applicants that encounter what they believe are technical system errors must report to the GrantVantage Support desk with screenshots and a summary explanation using this email: ApplicantSupport@grantvantage.com.

Due to the variance of applicant internet speeds, applications with attached documents will take time to process. Applicants are cautioned to submit their application at least 20 minutes before the closing time to allow the application to process through. If you submit your application minutes before the announcement deadline time, the announcement may close in the middle of processing your application. If this occurs, the agency will not receive your application.

We encourage all applicants to submit within 2 hours of the closing time to ensure sufficient time for the technical assistance team to respond to any technical system errors reported. SCDD staff will be available to respond to inquiries until April 10, 2024. For additional information, please attend the Technical Assistance Clinics (please see enclosed schedule) prior to the submission deadline for additional information. For additional technical support questions about the application platform, applicants may email GrantVantage directly at applicantsupport@grantvantage.com.

All applicants are advised to read the GrantVantage Step-by-Step Applicant Guide and the GrantVantage Applicant Instructions, located as attachments to the Funding Announcement, which may be found through the following links:

[Step by Step Guide for GrantVantage Platform \(ca.gov\)](#)

[Funder Portal - Applicant instructions - Master Guide](#)

The Applicant Instructions will inform applicants how to begin, complete, and submit an application.

Examples of events that are NOT considered 'Technical System Errors':

- Failure to follow funding announcement instructions
- Failure to follow Application Instructions
- Local internet challenges at the time of submission on deadline day
- Unable to see final application 'Submit' button
- Forgot Username or password credentials
- Security locked out of system resulting from forgetting password – too many wrong attempts
- Failure to notify the GrantVantage Support Desk (ApplicantSupport@grantvantage.com) 2 hours prior to the submission deadline
- The Funding Announcement closes in the middle of the application submission process while the 'Processing' indicator is still active. This occurs when applicants try to submit too close to the deadline time and the Funding Announcement closes. If this occurs, we did not receive your application.

REPORTING & BILLING REQUIREMENTS

The Applicant/Contractor shall agree to the following reporting requirements:

Bi-monthly (every other month) Reporting

Submission of bi-monthly (every other month) progress reports will be completed in a format and manner prescribed by the Council. These reports shall include, but not be limited to: whether the project is on schedule, issues related to project operations and supervision, and/or identifying/reporting difficulties or specific problems, so that remedies can be developed and implemented in a timely manner.

SCDD collects both quantitative (numerical) and qualitative (narrative) data from grantees on a bi-monthly (every other month) basis through its online Qualtrics platform. These reports are designed to identify how many people (e.g. self-advocates [SA], family advocates [FA] and/or others) have been reached and/or impacted through the grantee's work. Other quantitative data may include (but not be limited to):

- Number of meetings (with other entities and/or collaborative partners) held
- Number and type of events held
- If applicable, the number of SA/FA prepped for collaborative work, etc.

Also on a bi-monthly (every other month) basis, grantees are expected to provide qualitative information (updates) about project development and progress, barriers encountered and the applied solutions, lessons learned, future recommendations and/or program considerations, etc.

At the grantee's request, SCDD will provide technical assistance, information, etc., as needed, through the SDM-TAP team.

Grantees will coordinate with SDM-TAP evaluator contractor to submit data as requested in order for evaluator to meet identified interim report timeframes (6 months and 9 months after grant funding is awarded).

Final Report

The final end-of-project report will be submitted within 60 days (by **March 1st** or earlier) after contract termination or successful completion (on **December 31st** or earlier). The final report should include wrap-up information, all deliverables (e.g. training curricula, reports, resources, tools, etc.) via electronic, camera-ready and/or master copy developed in the performance of this contract/project. The comprehensive report should: a) provide qualitative and quantitative data showing the effectiveness of outreach and implementation efforts and barriers encountered; b) include examples of lived experiences of individuals from underserved populations showing successes and lessons to learn from; c) include promising/best practices used and/or established; d) address how underserved populations were reached and involved in outreach/trainings/etc.; e) include specific examples of next steps relative to focus area(s) identified on application; and f) provide recommendations to expand and continue SDM implementation within other focus areas, regions, and/or populations.

Billing

Billing invoices must be submitted with the bi-monthly (every other month) and/or final report(s). All supporting expense documentation must be enclosed with each billing, including, but not limited to: receipts for purchases, travel claims, payroll reports, etc.

The Council reserves the right to withhold payment on invoices submitted until all acceptable and timely reports have been received.

PROGRAM EVALUATION AND SELECTION PROCESS

Phase 1: Administrative Review

Proposal submissions will be reviewed and evaluated for timeliness and completeness of required project components, details and other requirements. In this initial review stage, reviewers will verify submitted proposal applications and determine whether or not: 1) all necessary documents have been uploaded; 2) the budget report is accurate (including the correct match amount); and 3) the minimum qualifications have been met, as compared to the checklist of required documents. Proposals that do not meet the necessary requirements will be disqualified and rejected.

Phase 2: Scoring Panel

As established by the SCDD Executive Director, the Scoring Panel will review project proposals that have passed the administrative review process and score them in accordance with the Proposal Evaluation Scoring Criteria. The Scoring Panel includes qualified staff and members of the State Council on Developmental Disabilities with the requisite knowledge and/or experience in the supports and services needed by Californians with I/DD and their families and the Council's grant process. It will also include individuals from federal partners who are subject matter experts on SDM.

Proposal Evaluation

Scoring Criteria:

Each eligible proposal will be scored as follows. A maximum of 160 points may be awarded by each member of the review team.

SDM-TAP PROPOSAL EVALUATION SCORING CRITERIA	POINTS
Organization's qualifications: The proposer has demonstrated experience, knowledge, and potential to accomplish all elements of the proposal, including SME qualifications	10
Collaborative Partners: The proposal identifies at least 1 collaborative partner.	10
Project Description: The proposal meets the intent and need(s) identified in the proposed project description (i.e., the proposal thoroughly addresses the issue) related to proposed implementation area	15

New/Innovative Project: The proposal effectively utilizes existing SDM materials, applies research-based practices (i.e., best or promising practices) in the design and implementation, builds on evidence-based practices, and can be expanded	5
Project Design: The proposal clearly identifies the design of the proposed project, including all types of activities planned and details on each activity type.	10
Implementation Plan: The proposal clearly identifies method(s) to achieve intended outcomes	15
Target population: The proposal clearly/appropriately identifies its target population(s)	5
Diversity/Disparities: The proposal identifies how it will address/impact historically under-served and/or other underrepresented, marginalized, and diverse communities for use of SDM (i.e., ethnically, racially, culturally, linguistically, economically, etc.)	10
Region/Counties: The proposal identifies the targeted counties and rationale for serving those areas	5
Work Plan and Timeline: The proposal clearly outlines the project plan across the proposed project period	10
Deliverable(s)/Output(s): The proposal describes specific deliverables (i.e., curriculum, materials, resources, etc.)	10
Projected Number of People to be Reached: The proposal identifies the total number of people to be served within groups listed in application table.	5
Outcomes: The proposal's outcomes are designed to clearly identify, measure, and explain how it will meet the intent of the proposed project	15
Impact: The proposal clearly describes how it is designed to expand implementation of SDM and how it will impact target populations	10
Evaluation & Reporting: The proposal provides a clear and sound evaluation plan (includes data collection, program assessment and outcome analysis, and recommendations) as part of its bi-monthly and final reporting process	10

Personnel Information: The proposal includes required supporting documentation for staff employed or anticipated to be employed by the project	5
Budget: The proposed budget is reasonable, meets the stated requirements of the RFP, and provides clear details as to how it will adequately fund all elements of the proposal	10
TOTAL SCORE:	160

Minimum Score:

A minimum score of seventy-five percent (75%) is required in consideration for a grant contract award.

Rounding of Scores:

Decimal point scores will be rounded up to the nearest whole number (i.e. 20.54 will become 21).

Tiebreakers:

In the event of a tie, the Scoring Panel will break it by awarding the contract to the proposal with the highest score in the Project Description category.

If scores in the Project Description category are the same, the tie will be broken by the highest score in the Implementation Plan category.

If both the Project Description and Implementation Plan scores are the same, the tie will be broken by the highest score in the Outcomes category.

Associated Costs

SDM-TAP grants may not include indirect costs that exceed 10% of the grant total, as defined below:

Direct Costs

Direct costs are those that are specifically spent to carry out the grant project and activities, such as: 1) compensation of employees for the time devoted and identified specifically to the performance of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purpose of the grant; and, 3) travel expenses incurred specifically to carry out the grant contract.

Indirect Costs

Indirect costs are items associated with general infrastructure support, such as general administration, facilities, equipment, operations, office supplies, and maintenance.

REQUIREMENTS & QUESTIONS

Requirements

- 1.** Proposals submitted must serve individuals that meet the federal definition of I/DD, along with individuals with mental health issues, members of the aging population, and others who wish to use SDM.
- 2.** Submitted proposals must be consistent with all applicable federal, state, and local government laws and regulations and good business principles.
- 3.** The application must be complete and meet all the requirements set forth by the Council. An entire project application may be withdrawn, and the applicant may submit a new proposal prior to the Application Submission Deadline. Barring Council requests, application modifications offered in any other manner, either oral or written, will not be considered.
- 4.** A proposal will be rejected if it is conditional or incomplete at the submission deadline or if it deviates from the required format and content or contains other irregularities of any kind. SCDD may reject any or all proposals and may waive any immaterial deviation in a proposal. SCDD's waiver of immaterial deviation shall in no way modify the requirements or excuse the applicant from full compliance with all requirements.

5. All decisions regarding the funding of proposals are the responsibility and sole discretion of SCDD. All required questions, signatures and downloaded documentation must be completed, accurate, and submitted, as determined by the Council directed through the application platform, in the manner described within this guideline.
6. SCDD reserves the right to amend these guidelines, by addendum, no later than ten days prior to the submission deadline. Any such addendum will be posted on the Council's website and notice will be issued via email from the SCDD Contract Analyst or Program Manager to all parties known by SCDD to have started and/or submitted a grant proposal through the date of the addendum.
7. The final decision to award a grant or grants rests solely with the California State Council on Developmental Disabilities and is contingent upon final funding approval by the Council.
8. SCDD reserves the right to reject any proposal. The Council is not required to award a grant.
9. Any language purporting to render all or any portion of the proposals confidential shall be regarded as invalid, and the proposal containing such language will be rejected. Upon request and after the proposal scoring process documents will be made available for public inspection in accordance with Public Contract Code and Public Records Act rules.
10. SCDD staff will not provide written or oral debriefings to unsuccessful applicants.
11. If the proposal is submitted under a fictitious name or business title, the actual legal name of the applicant must be provided, whether an individual or entity.
12. Costs incurred for developing proposals and/or in anticipation of award are entirely the responsibility of the applicant and shall not be charged to the State of California.
13. SCDD does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter-proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable and all state contracting rules are to be followed.

Note: All Agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC 4/17), which may be viewed and downloaded at <https://www.dgs.ca.gov/SearchResult?search=gtc&divisionid=>.

14. All grantees must comply with §124(c)(5) of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 USC 15024; PL 106-402).
15. Any change in key personnel (listed in a proposal by a grantee) will require prior approval from SCDD.

Questions

In the opinion of the SCDD, the application process is complete and without need of explanation. If, however, there are questions regarding the process, they must be submitted in writing, via email, to the Contract Analysts and Program Manager listed on the cover page. All bidders will be afforded the opportunity to participate in a non-mandatory, live, web-based, pre-bidders' conference.

Information about the pre-bidders' conference will be posted to SCDD's website. All questions must be received by the Deadline for Questions, as listed in the Timeline (page 5). All questions and answers received in a timely manner will be posted as an addendum on SCDD's website at www.scdd.ca.gov by the date listed in the Timeline. Questions will not be answered over the telephone.

FUNDING OF PROJECTS

Funding of projects is contingent on availability of state funds, selection by Scoring Panel, and final approval by SCDD. The Council assumes no responsibility for costs incurred by the applicant for the development or submission of a proposal.

The Council may reduce the level of funding requested in a proposal. If the requested amount proposed is reduced, the applicant(s) will be asked if they want to proceed with the process. If the Proposer wishes to continue, submission of a revised budget will be required with the revised funding request.

Grantees will submit all invoices in arrears. Grantees must be financially capable of supporting the project until such time as invoices are submitted and reimbursement is received.

Grantees must complete and submit bi-monthly (every other month) reporting and invoices with supporting documents including but not limited to records of salaries paid, travel, conference fees, and hotel accommodations, as well as any indirect expenses.

Reimbursements will be made on allowable line-item expenses with complete supporting documentation.

Grantees shall submit, in writing, any requests to SCDD for all proposed transfers between line-item categories and/or any additions or deletions of line items. Such requests shall contain an explanation of the need for the requested change, identification of the line items to be changed, and a revised Budget. Changes may not be made prior to SCDD's written approval. SCDD reserves the right to deny any request for line-item transfers, additions

and/or deletions. The Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract.

Once the program element of the contract is approved by the SCDD, any budget change request that would change the program element will not be approved.

NOTICE OF INTENT-TO-AWARD CONTRACTS AND PROTESTS

A written protest may be filed with the Council during the period of May 10-20, 2024. Any protest letter must be received (at the address listed below) before May 20, 2024 at 5:00pm:

California State Council on Developmental Disabilities

3831 N. Freeway Boulevard, Suite 125

Sacramento, CA 95834

Attention: Aaron Carruthers

The written protest must specifically outline what the applicant is protesting and why the protest is being filed. Protests are to be limited to those demonstrable cases in which the Council did not follow the guidelines for acceptance and/or evaluation of the application. The decision of the Council Chairperson shall be final.

Pending successful completion of the Public Protest Period, a "Notice to Award Contract" will be posted at www.scdd.ca.gov by May 27, 2024.

OTHER TERMS AND CONDITIONS

Terms

The anticipated term of the contract will be from July 1, 2024, through December 31, 2025. SCDD reserves the right to extend the contract term for up to 6 months. SCDD shall endeavor to give notice of its intention to extend the contract term at least sixty (60) days before expiration of the contract term.

Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, the Contractor shall provide written dispute notice to the State's representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the SCDD Executive Director will examine the matter and issue a written decision to the Contractor within fifteen (15) calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and,
 - d. The decision of the SCDD Executive Director shall be final.

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all the representative's orders and directions.

Project Change(s)

The Contractor shall immediately notify SCDD when any portion or all of the contract becomes inoperative and/or requires change(s). The Contractor may submit a written request to SCDD for any change(s) in the project but shall not implement any changes prior to written SCDD approval, in accordance with this contract, state laws, federal laws, policies, and procedures, including the approval of the Department of General Services, if required. Such a request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program, as outlined in the contract and the intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstance(s) will the budget change(s) exceed the total amount of the contract, as authorized by SCDD.

Project Evaluation

Evaluation of the project shall be in accordance with procedures established by SCDD.

Patents and Copyrights

A Proposer awarded a grant (hereinafter “Contractor”) agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD.

Reproduction of these products, objects, or deliverables cannot be made without the express written approval of SCDD. Credit for these deliverables will be acknowledged as follows:

This product was made possible by funding from the California State Council on Developmental Disabilities awarded to (insert provider's name) © California State Council on Developmental Disabilities. All Rights Reserved.

Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD, whether or not a patent or copyright is applied for or received by any other party or person.

Termination of Contract

The contract may be terminated with or/without cause by SCDD or the Contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion, any/all equipment purchased through this contract will be returned to SCDD.

Subcontractor

If Contractor proposes to subcontract any services required under this contract, the Contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the work by the subcontractor. Notwithstanding any subcontracting permitted by SCDD, the Contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by the Contractor to meet or exceed any and all provisions of this contract.

The Certificate of Insurance will provide that:

1. General Provisions Applying to All Policies
 1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
 2. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
 5. Insurance Carrier Required Rating – All insurance companies must carry a rating

acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 7. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
 8. Subcontractors – If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of Contractor.
2. Commercial General Liability – Contractor and any subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project/location" it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & 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 subject to the Contractor's limit of liability. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
 3. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
 4. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.**

5. Errors and Omissions/Professional Liability- Contractor shall maintain Errors and Omissions/Profession liability with limits of not less than \$1,000,000 each incident and \$2,000,000 aggregate covering damages caused by negligent, acts or omissions. The policy retro date must be shown on a certificate of insurance and must be before the Contract date, or before the date contract work begins. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after the completion of work.

6. Certificate of Insurance - The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

State Council on Developmental Disabilities
3831 North Freeway Blvd. #125
Sacramento, CA 95834

Software Certification

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software, in violation of copyright laws.

Contractor Evaluations (PCC §10367)

Each Contractor will have their performance evaluated. This evaluation will be conducted within 60 days of the completion of the contract.

RESTRICTIONS: STATE EMPLOYEES

Current State Employees

No officer or employee in state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent Contractor with any state agency to provide services or goods. (Public Contract Code §10411).

Former State Employees

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was

employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation.

The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code §10411).

Conflict with Present State Employees

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code §19990).

GRANTEE CODE OF CONDUCT

California's State Council on Developmental Disabilities is committed to supporting services, programs and activities that foster collaboration, integrity and professionalism. Failure to meet with these expectations may, at the Council's sole discretion, result in the termination of SCDD's contract with the grantee and cancellation of the project. Grantees are expected to support the staff and work of the Council and conduct all project activities in a professional, responsible and respectful manner, which includes:

Diversity and Inclusion

Grantees are expected to embrace diversity in the course of the grant project, during project activities, and in the production and distribution of all training, materials, resources, etc.

Examples of diversity include, but are not limited to, differences in: ability, race/ethnicity, language, national/geographic origin, citizenship, age, gender identity, expression or sexual orientation, religion, educational and/or economic achievement, political or social affiliation, etc.

Professional Conduct

All activities with individuals, families, community-based entities, regional centers, and state, local and federal agencies are to be conducted with professionalism, dignity, respect, and fairness. Grantees, collaborative entities and sub-contractors are expected to be open and willing to foster productive communication and respect different points of view.

Work Environment

All projects should foster a positive and respectful work environment with agency colleagues, collaborative partners, other grantees, Councilmembers and staff.

Work Product

The Council expects that grantees will, to the best of their abilities, complete the projects for which they have received approval and funding. This includes proper attribution and delivery of all products and deliverables, timely reporting, and accurate billing. Failure to do so may result in termination of the grant award, at the sole determination and discretion of the Council.