

RFP NUMBER #22-008

**Foundation for California Community Colleges,  
on behalf of the California Medicine Scholars Program (collectively referred to as  
"CMSP")**

**REQUEST FOR PROPOSALS**

Project: The California Medicine Scholars Program  
Evaluation Proposal Deadline: January 16, 2023  
Submit Proposals: Via [Planet Bids](#)

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## 1. INTRODUCTION

Housed at the Foundation for California Community Colleges (FCCC), the California Medicine Scholars Program (CMSP) is a systemwide, collaborative pathway that provides a comprehensive statewide strategy to build a more robust and diverse primary care physician workforce through improved regional and statewide collaborations.

American Indians, African Americans, and Latinos comprise less than 14 percent of practicing physicians in the state despite California's majority "minority" demographics. Between 2002- 2017, Latinx/Hispanic medical school enrollees remained underrepresented by nearly 70 percent throughout the U.S. as compared to their population by age; for Black male matriculants by nearly 60 percent; and Black female matriculants by nearly 40 percent (Penn Medicine, 2019). Minority physicians in California are more likely than white physicians to practice in or near areas that are experiencing a shortage in healthcare personnel (53% vs. 26%) (Davidson and Montoya, 1987). When compared with non-URM physicians, URM generalists were nearly three times more likely to practice underserved and under resourced regions (Rabinowitz et al., 2000). California lacks a comprehensive strategy across its higher education systems to develop a pathway for a diverse physician workforce that the state's population demands.

### **Racial and ethnic physician representation in California are below their population in theState**

1. In California, 39% of the population is Latinx and only 6% of active physicians in the state are Latinx (Coffman et al., 2021).
2. In California, 6% of the population is Black/African American and only 3% of active physicians in the state are Black/African American (Coffman et al., 2021).

California's vulnerable communities overwhelmingly reside in health professional shortage areas like rural communities, such as the Central Valley, as well as low socio-economic urban micro-communities — and are now the same populations who have been hardest hit throughout the COVID-19 pandemic. These are the communities targeted by The California Medicine Scholars Program (CMSP), a structured pathway that taps into the diversity of the California Community Colleges to support and increase the numbers of underrepresented minority physicians. CMSP is working to increase the matriculation, retention, and graduation rates of underrepresented in medicine (URiM) students, from community college through medical school by aiding URiM students throughout their career journeys and creating a more equitable and inclusive healthcare field, accelerating better medical care for all.

### **Racial and ethnic minorities are highly represented in the 115 California Community Colleges**

1. Grouping all community colleges in California, 44 percent of students are Latino, 27 percent white, 14 percent Asian-Pacific Islander and 6 percent black, while 61 percent of tenured faculty are white, 15 percent Latino, 10 percent Asian and 6 percent black. (Freedberg & Zinshteyn, 2018).

## **The benefit of increasing the number of minority physicians**

1. Minority physicians in California are more likely than white physicians to practice in or near areas that are experiencing a shortage in healthcare personnel (53% vs. 26%) (Davidson and Montoya, 1987).
2. When compared with non-URM physicians, URM generalists were nearly three times more likely to practice underserved and under resourced regions (Rabinowitz et al., 2000).
3. Black physicians treating Black patients were significantly more likely than their white counterparts to practice in a lower income area, and Black patients were more likely to visit Black physicians (22.4% vs. 0.7%) (Bach et al., 2004).
4. Studies showed that Spanish-speaking physicians in California were likely to practice in areas with higher proportions of LEP Spanish-speaking patients (Moreno et al., 2011; Yoon et al., 2004)

According to the UC San Diego Regional Hub of Healthcare Opportunity (RHHO), there are three key barriers which (their) pre-medical and pre-health students face. The first barrier that many students face is the struggle of not being prepared to succeed in an academically challenging environment. Community college students, who are underrepresented and low-income, experience significant literacy-related, organizational and process-based challenges that inhibit academic success in the sciences at four-year institutions (Alcantar & Hernandez, 2020). Second, students may experience marginalization on college campuses and may not understand how to access or utilize student support services. Low-income, first-generation students may also lack the social capital to seek out external resources and supports that validate their decision to complete college (Saenz, Drake, & Guida, 2018). Many disadvantaged students also experience stereotype threat that could potentially impact their confidence to choose a science and/or pre-med major as well as graduation and matriculation to medical school (Downing et al., 2020; Moschetti & Hudley, 2015)). Additionally, low-income, disadvantaged, and first-generation students often don't know their academic and career options (Alcantar & Hernandez, 2020). These students may also have to work part-time jobs to pay for basic needs and essentials as well as to contribute to familial, household expenses. This is compounded by their need to work at a job that is unrelated to their major and/or potential career; therefore, career exploration is often unattainable (Monaghan & Attewell, 2015).

Healthcare careers are not intuitive; there is a lack of understanding of what healthcare means and the different avenues that students can explore that pertain to their degree and career goals. Depending on the P-12 sector, budgetary and personnel limits, Service Planning Area (SPA), socioeconomic status (SES) of students, students may not gain the valuable exposure to medicine. Furthermore, low-income and disadvantaged premedical community college students may not have the financial resources to pay for MCAT registration, exam preparation, medical school application fees, interview expenses, and much more.

## 2. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal is to provide interested parties with information to enable them to prepare and submit a proposal for providing an external evaluation of the California Medicine Scholars Program (CMSP).

The California Medicine Scholars Program is seeking to contract with an evaluation group or firm to design and conduct an evaluation of the California Medicine Scholars Program in close collaboration with CMSP staff. This evaluation will focus on program effectiveness and evidence of effectiveness. The RHHOs are located in different regions, with different cultural, social, and economic contexts. Additionally, each RHHO is at a different stage in terms of program development. The evaluators should understand the significance of regional differences as well as differences in stages of program development.

The goal of the evaluation is to 1) identify essential components to implementing the California Medicine Scholars Program; 2) demonstrate RHHOs ability to embed and expand CMSP within their regions and in collaboration with their regional hub of healthcare opportunity (RHHO) partners; and 3) recognize what CMSP practices were most effective in supporting the student scholars and developing and implementing a successful program (i.e., community college pre-med students who matriculate to a 4 year university and to medical school).

The evaluation findings will serve two primary purposes: 1) aid in sustaining components and practices established by the CMSP regional hubs and 2) informing system-change efforts to strengthen CMSP. Evaluation findings will be used to inform CMSP activities by providing examples and best practices in items such as course curriculum mapping, integrated advising guidelines, academic tutoring, mentorship, MCAT preparation, and student workshops. Furthermore, evaluation findings will be used to inform spread and scale of innovative practices regionally and statewide through CMSP, as well as provide support to other agencies interested in building and/or sustaining programs like CMSP.

**System Change:** System change utilizes data-informed strategies among one or more institutions that shift or complement current practices. In reviewing and implementing these strategies, there should/could be improved student services such that there are measurable gains in educational, health, economic and social opportunities.

*From the URiM perspective, system change allows a level of long-term commitment to improve equity and access. System change requires transformations to areas of policy and practice for ongoing continuous improvement through collaboration of diverse stakeholders. Case studies show strengthening practices, outcomes, and cross-sector relationships over time lead to lasting systemic shifts towards equity.*

System change work may include systems level interventions, and in the context of CMSP and other programs/efforts focused on changing institutions and institutional practices at all levels to support low-income, disadvantaged students. System change work is defined by a long-term commitment to improving equity and access for URiM students.

In addition to front-end, formative, and summative evaluation services outlined below, the evaluation team will attend site visits, workshops, and other events in which the evaluator's attendance is requested by the Executive Director and/or Associate Directors. The evaluator will meet with the CMSP leadership team monthly and as needed to discuss progress, outcomes, and recommendations for improvement.

### **Front End Evaluation**

The front-end formative evaluation will assess needs and assist with organization and planning.

- Attend project leadership meetings and/or meet individually with project director to refine goals, objectives, benchmarks, and milestones.-PAC meetings
- Refine and update the logic model.
- Work with funder requested specified baseline data and add additional baseline areas as deemed necessary and decided under the direction of the CMSP staff

### **Formative Evaluation**

Formative evaluation will assess the usefulness of student programs, activities, and workshops; the effectiveness of program implementation, and will provide ongoing feedback to the CMSP and RHHO leadership team to strengthen implementation over the course of the project. The evaluator will work directly with the CMSP staff on all evaluation needs throughout the year, as well as to maintain records of activities, updates, and evaluation tools throughout the life of the project.

To conduct the formative evaluation, the evaluator will:

- Meet with RHHO program staff to plan evaluations of programs, discuss progress made on achievement of benchmarks, results of regional program and workshop evaluations, and recommendations for improvement. (Beginning of each project year)
- Attend RHHO leadership meetings to update benchmarks and milestones (as needed).
- Develop instruments for all project components and activities in collaboration with CMSP staff.
- Write a semi-annual and annual report detailing evaluation and assessment data collected and analysis.

The formative evaluation will assess all project components and activities. The evaluator will work with the CMSP staff to further develop evaluation instruments based on data collection needs and activity agendas. The evaluator will post survey and event/workshop evaluation instruments online, email links to participants, track completion, and send reminders or they will conduct evaluations in person, as appropriate. In collaboration with CMSP staff, the evaluator(s) will compile all formative data. Results will be included in quarterly summary reports from the evaluator to CMSP Executive Director and Associate Directors, and the evaluator will discuss evaluation results with CMSP and RHHO staff on an ongoing basis. New programs and activities added as the project progresses will be incorporated into the evaluation plan.

A winning proposal must:

- A. Provide an evaluation plan that is flexible and can be tailored to each Regional Hub of Healthcare Opportunity (RHHO) and can be iterated to stay aligned with the needs of California

students, parents, and educators as policies and practices in the various regions/regional hubs across the state.

- B. Provide a methodological approach supported by a specific theory of change.
- C. Support a qualitative and quantitative data-driven approach to increasing the number of underrepresented students in community college to medical school pathways in California.

The California Medicine Scholars Program understands that each evaluator will expend time and effort to prepare and submit a proposal in response to this RFP (“Proposal”), and we thank you in advance for your participation in this process.

### **Evaluation Questions**

The selected evaluator of this RFP will conduct an evaluation addressing the following evaluation questions:

1. What are the challenges, best practices and lessons learned during each phase (planning, implementation/maintaining and program growth and sustainability) of the California Medicine Scholars Program?
2. What evidence is there to demonstrate that the program was effective?
  - To what extent is there evidence of the success of student recruitment events and of student satisfaction with the California Medicine Scholars Program? Recruitment sign-in sheets? Level of communication with student(s) after they’ve expressed interested? Timeframe of communication from the moment they express interest to the moment an RHHO follows up?
  - What are key factors that account for differences in success of outreach and recruitment efforts?
  - To what extent have California Medicine Scholars Program been responsive to the diverse needs of community college students and/or pre-med community college students?
3. (If possible, depending on data available) How does implementation affect program effectiveness?
  - What standard(s) need to be set to successfully replicate the California Medicine Scholars program in future regions hubs?

Consistent with the purpose and goal of this project, the California Medicine Scholars Program has the following expectations for the evaluation:

- To the extent possible, the evaluation will examine disaggregated data to gain insights on outcomes of key sub-groups (e.g., based on race, zip code, family income, region, etc.).
- The evaluation team should coordinate efforts with the CMSP Executive Director and CMSP staff.
- Members of the evaluation team will work in collaboration with the four RHHOs to achieve the goals of this evaluation for the duration of the project. This includes adhering to the policies of each RHHO to obtain data (e.g., Institutional Review Board [IRB], Multi-campus data sharing

agreements, partnership MOUs, etc.).

### **Collaboration with the California Medicine Scholars Program and External Partners**

The selected evaluator will work closely and in partnership with CMSP and RHHO staff throughout the course of this evaluation. CMSP staff expect to work as a thought partner with the selected evaluator and actively engage in all aspects of refining the design and implementation of this evaluation.

## **3. OVERVIEW OF SCOPE OF WORK**

### **Major Tasks**

To successfully design and conduct the 3-year (36-month) California Medicine Scholars Program Evaluation, the CMSP expects the evaluator and any proposed subcontractor to complete the tasks outlined below:

#### **Task 1: Orientation and Planning Meeting**

Participate in a day-long in-person meeting at the onset of the project. The meeting will serve the following purposes: (a) review contract with the Foundation for California Community Colleges (on behalf of the California Medicine Scholars Program and project management expectations); (b) orient the evaluator to the CMSP RHHO awardees and regions; (c) review and discuss key design, methodological, and logistical issues; and (d) identify action items and next steps to supporting an effective evaluation launch. At least one week prior to the meeting, the evaluator shall work with CMSP staff to finalize the agenda. Within one week following the meeting, the evaluator shall generate a memo summarizing key decisions and action items.

#### **Task 2: Assess RHHO Data**

In close collaboration with CMSP staff, the evaluator will assess the data available from the CMSP RHHOs, including assessing types of data available, data quality and consistency across regional hubs and institutions/organizations/agencies within the regional hubs. A preliminary conversation will begin during the planning meeting (Task 1) and the CMSP staff will facilitate other conversations with the RHHOs as needed. A summary memo will be submitted to the CMSP with this information.

#### **Task 3: Refine Evaluation Plan**

Based on Task 2's findings, the evaluator will refine their proposed evaluation plan. The evaluation plan will be based on content in this RFP, decisions made during contract negotiation and the planning meeting (Task 1), and availability of data (Task 2). The purpose of the evaluation plan is to document and describe how the evaluation will be conducted and the safeguards and quality assurance procedures that will be in place to ensure the quality, accuracy and confidentiality of the data. The evaluation plan refined for this task will reflect the agreed upon plan and approach at the outset of the project, including documentation that will need to be submitted for Task 5. The evaluation plan will include plans for data collection (listing additional data the proposer recommends collecting) and detail sampling methods (if applicable). As the evaluation evolves, any proposed amendments to this evaluation plan must be approved by the CMSP Executive Director. The evaluator will work with the CMSP staff to come to an agreement on the design of the evaluation plan and any amendments to the



plan.

#### **Task 4: Create Data Collection Protocols and Instruments**

Additional data may need to be collected from CMSP RHHOs. In these cases, the evaluator shall create or identify existing data collection protocols and instruments to meet the needs of this project consistent with the evaluation plan (Task 3). This includes survey instruments, workshop/event participant evaluations, program evaluation surveys, focus group and individual interview questions, and additional instruments that may be needed. Please note that the evaluation should have both a quantitative and qualitative methodological focus. The evaluator will work with CMSP staff and/or the RHHOs to coordinate the piloting of data collection protocols and instruments, if necessary. The evaluator and the CMSP staff will jointly determine when it is necessary to pilot data collections tools and the process for doing so.

#### **Task 5: Analyze Data**

The evaluator will analyze data according to the Evaluation Plan (from Task 3) and any addenda to answer the evaluation questions.

#### **Task 6: Share Findings**

The evaluator will plan and facilitate conversations with appropriate CMSP staff and the RHHOs in real time as needed. These conversations will provide the opportunity to collaboratively: (a) discuss and interpret evaluation results; (b) identify implications of those findings in the current context; (c) develop recommendations; and (d) outline associated next steps. To the extent possible, these conversations will be integrated into the quarterly CMSP RHHO statewide meetings. During the semi-annual statewide meetings, the evaluator/evaluation team will present preliminary data and analysis to the larger group.

The evaluator will work closely with the CMSP staff to share study findings with other key stakeholders and with the field broadly. Interim findings will be reported throughout the evaluation in the form of Rapid Feedback Memos. An annual (2 annual reports) and final report will be produced at the end of the evaluation. In addition to generating written briefs and reports, the evaluator may present study findings using PowerPoint or a similar application to the funders, the board of trustees and administrators from Foundation for California Community Colleges, and staff from the RHHOs. The selected evaluator and CMSP staff and RHHOs will abide by data sharing and intellectual property principles as outlined in the agreement between evaluator and the FoundationCCC on behalf of CMSP.

#### **Task 7: Manage the External Evaluation**

The evaluator will maintain quality control and timeliness throughout the life of the project. During all phases of the contract, the evaluator will inform the CMSP staff of progress as well as obstacles or issues encountered, proposed solutions, and next steps. The evaluator will submit progress memos organized by task. The evaluator is also expected to plan and facilitate regular conference calls with the CMSP team. For conference calls, the evaluator will be responsible for drafting meeting agendas and summarizing discussion, decision and action items.

The tasks, as well as any additional subtasks proposed, should be included in the proposal narrative proposed scope of work and budget. Proposers are encouraged to revise, expand and otherwise edit the tasks in the proposed Scope of Work to enhance the project if they remain consistent with the overall project purpose and goals.

### **Additional Activities**

The CMSP may require the selected evaluator to perform additional activities related to the work described above based on emergent learning and our desire to respond to unique needs of this project. These activities may be incorporated in a revised design and analysis plan, budget, scope of work, and task orders. Section VII below will discuss the terms of the project. The selected evaluator will be responsible for furnishing the necessary personnel, materials, services, and technological capabilities for efficient communication (phone and email) needed to carry out all tasks as outlined in the Scope of Work to perform this evaluation.

## Overview of Tasks and Deliverables

The table below provides a recap of tasks and likely deliverables for the First Connections Evaluation. The information in this table is preliminary and subject to change.

| Task   | Deliverable(s)  |
|--|---|
| Task 1: Orientation and Planning Meeting                 | Agenda  |
|  | Summary memo  |
| Task 2: Assess RHHO Data                                 | Summary memo  |
| Task 3: Refine Evaluation Plan                           | Final evaluation plan   |
| Task 4: Create Data Collection Protocols and Instruments | Draft data collection protocols and instruments                     |
|  | Final data collection protocols and instruments                     |
| Task 5: Analyze Data                                     | Rapid feedback memos  |
| Task 6: Share Findings                                   | Summary memos, reports (semi-annual; annual) and briefs (as needed) |
|  | Presentation(s)   |
| Task 7: Manage the Overall Project                       | Meeting agendas and notes   |
|  | Progress memos  |

## 4. REQUEST FOR PROPOSAL SCHEDULE AND SUBMISSION GUIDELINES

### Schedule of Events

The CMSP anticipates that it will select an Evaluator in accordance with the following schedule of events; however, the schedule is subject to change.

| Event  | Date              |
|--|-------------------|
| RFP Released                                   | December 1, 2022  |
| Notice of Intent to Respond                    | December 15, 2022 |
| Submission of Written Questions and Comments   | December 15, 2022 |
| Anticipated Response to Questions and Comments | December 22, 2022 |
| Proposals Due                                  | January 16, 2023  |
| Notification of Selection                      | February 17, 2023 |

### BACKGROUND

#### The Foundation for California Community Colleges

The Foundation for California Community Colleges (FCCC) is the statewide non-profit supporting the California Community College system, the largest system of higher education in the nation. Incorporated in 1998, the Foundation serves as the official auxiliary to the California Community Colleges' Board of Governors and the systemwide Chancellor's Office. The California Medicine Scholars Program is fiscally sponsored by FCCC.

The Foundation's Collaborative Impact Programs provide quality resources, educational programs, student engagement, and training for Community Colleges and the students that they serve, especially those who have been historically underrepresented. FCCC is committed to enhancing existing services that assist students who face barriers to pursuing their academic goals, launching careers, maintaining wellness, and becoming active citizens in local communities. The California Medicine Scholars Program is one of FCCC's Collaborative Impact Programs.

#### The California Medicine Scholars Program (CMSP) and Regional Hubs of Healthcare Opportunity (RHHO)

The California Medicine Scholars Program (CMSP) is a statewide, structured pathway to produce more underrepresented — African American, Latino/a, American Indian, Pacific Islander, and Southeast Asian — minority physicians and reduce health disparities in our California communities. CMSP is

aligned with the 10 Priorities for Action developed by the California Future Health Workforce Commission in their report described in more detail below.

The California Medicine Coalition (CMC) was formed in 2016 to address longstanding disparities in healthcare access and quality for the state's medically underserved communities. The coalition brought together over 200 representatives from higher education, healthcare, policy and advocacy, and philanthropic sectors committed to the vision of building a diverse physician workforce. CMC designed the California Medicine Scholars Program (CMSP) and represent the founding advisory board for the CMSP. CMSP aims to support the adoption of regionally aligned policies and practices to systematically eliminate the barriers that have historically shut students of color out of the primary care profession.

Researchers such as Allen-Ramdial & Campbell (2014) and Hinton et al. (2020) note that cross-institutional partnerships and other structural supports such as mapped pathways of coursework, internships/volunteer opportunities, and other curricular supports as well-being attuned to issues of student belonging and identity such as stereotype threat wraparound a URiM student experiences in ways that facilitate academic persistence. Additionally, community-based organizations' partnerships with colleges and universities create unique opportunities for students that include research and clinical, volunteer, and internship experiences (Gittelsohn et al, 2020). Further research from Mancini et al. (2022) note that these efforts should also consider the specific contexts of regions and communities to develop programs and student supports that address regional and local issues.

The Future Healthcare Workforce Report provided strategic recommendations to successfully promote and sustain a diverse healthcare workforce. A few of the recommendations presented by the report that align directly with CMSP are expanding pathway programs, recruiting and supporting community college students, and concentrating on medical school growth, particularly 1.1 and 1.2

The Commission's 10 priorities for immediate action and implementation are:

1. *Expand and scale pipeline programs to recruit and prepare students from underrepresented and low-income backgrounds for health careers with mentorship, academic, career, and psychosocial support. Under these health pipeline programs, as many as 5,700 low-income and underrepresented minority professionals will be able to join the California health care workforce during a 10-year period at a cost of just \$11,000 per person. (Recommendation 1.1)*
2. *Recruit and support college students, including community college students, from underrepresented regions and backgrounds to pursue health careers, and form associated partnerships that provide academic, advising, and health career development support. College students from low-income and first-generation backgrounds will be targeted for inclusion in this priority, which has the potential to add at least 25,500 new California health care workers over 10 years. (Recommendation 1.2). (California Future Health Workforce Commission, 2019).*

The priorities listed above can be broken down into short-term and long-term outcomes that should be considered in the evaluation plan.

### **Strategy 1: Increase opportunity for all Californians to advance in healthcare professions**

- Approach relating to CMSP
- Expand career awareness and assessment
- Support academic preparation and entry
- Recommendation relating to CMSP
- Expand and scale pipeline programs to recruit and prepare students from underrepresented and low-income backgrounds for health careers
- Recruit and support college students, including community college students from underrepresented regions and backgrounds to pursue healthcare careers.

### **Strategy 2: Align and expand education and training to prepare health workers to meet California health needs**

- Approach relating to CMSP
- Expand educational capacity, emphasizing primary care and regions with significant shortage
- Accelerate training and deployment of health professionals in priority professions and regions
- Recruit, select, and support students with characteristics and capabilities needed in the health workforce
- Prepare students with essential skills necessary of optimal care
- Recommendations relating to CMSP
- Medical school enrollment growth
- Community Colleges

CMSP is committed to diversifying the healthcare workforce by implementing a pathway for students from the community college level to medical school. The four RHHOs are responsible for building pathways for community college students into medical school, with a focus on ensuring that physicians trained will serve in rural and underserved communities. These RHHOs are partnerships between community colleges, four-year universities, medical schools, and community-based health clinics and organizations developed to provide greater pre-med opportunities for students and help diversify California's primary care physician workforce. They will build a culture that promotes equity of opportunity while supporting data collection and analysis through systematic evaluation.

These RHHOs responsibilities are centered around recruiting students who are interested in medical school and providing them the support, resources, and guidance to be successful. Student participants will benefit from a support system that includes priority enrollment, enhanced curriculum, tailored advising, guidance and encouragement to utilize current transfer pathways, and medical school and clinical partnerships, among other support and mentoring services, developing CMSP as a culture of belonging, academic excellence, and pride.

### **The Regional Hubs of Healthcare Opportunity**

The CMSP RHHOs (listed below) have piloted innovative approaches to strengthen, embed and expand healthcare workforce pathway programs in their regions. CMSP RHHOs also provide a holistic strategy to remove barriers faced by URiM students such as course mapping, student skills, tutoring, pre-health advising, mentoring, and financial assistance. Community health partners will provide clinical

internships, research, and educational opportunities.

The four RHHOs that the Foundation for California Community Colleges on behalf of the California Medicine Scholars Program has partnered with to implement regional CMSP programs include:

- UC Davis School of Medicine, Greater Northern California Regional Hub for Healthcare Opportunity, (GNCRHHO)
- UC Riverside School of Medicine, Inland Empire Regional Hub for Healthcare Opportunity (IE RHHO)
- UCSF School of Medicine-Fresno, San Joaquin Valley Regional Hub of Healthcare Opportunity (SJV-RHHO)
- UC San Diego School of Medicine, Region X Hub of Healthcare Opportunity (X RHHO)

The initial three-year \$10.5 million California Medicine Scholars Program was funded by the Governor's Budget of 2021 sponsored by Senator Melissa Hurtado (District 14) for the expansion and diversification of the physician workforce that will provide stronger pre-med pathways for community college students and greatly increase access to culturally and linguistically appropriate care for underserved communities. Student participants will benefit from a support system that includes priority enrollment, enhanced curriculum, tailored advising, guidance and encouragement to utilize current transfer pathways, medical school and clinical partnerships, among other support and mentoring services. The program has received additional funding from private philanthropic funders focused on health and health equity.

#### **Training and Technical Assistance Provided to the CMSP Regional Hubs of Healthcare Opportunity**

The CMSP staff is providing support and technical assistance to RHHOs and their lead organizations, such as master templates, master calendars, office/drop-in hours, one-on-one meetings, recruitment tactics, programming ideas, communications, and student support programming. To support student engagement, staff are helping and supporting to help each RHHO develop a retention plan and tracking metrics. Student tracking support resources include the RHHO program leads, RHHO Coordinators and Program Managers, community college counselors and advisors, and STEM Strategy Teams. Baseline datapoints for student applications to become a California Medicine Scholar were also formulated.

We identified anticipated long-term outcomes:

- An overall increase in the percentage of Black, Latinx, Pacific Islander, Southeast Asian, and American Indian student populations enrolled full time in California community colleges who successfully achieve transfer-level math and English by their 2nd year
- An overall increase in the rate of acceptance to participating 4-year undergraduate institutions for transfer students applying from participating CA Community Colleges
- At least 80% of the CMSP students eligible to transfer and accepted to a participating 4-year undergraduate institution after completing 2 years, or 2.5 years in special circumstances, of full-time enrollment in a CA Community College

## Submission Guidelines

- Each respondent shall upload and submit the proposal and all other attachments electronically on the [Bids Portal](#). No proposals will be accepted via email, US Postal, or delivery service.
- The proposal must be signed in the name of Respondent and must bear either a valid certified electronic signature or the “wet” signature in longhand of the person or persons duly authorized to sign the RFP. Reference attachments section of this RFP for [Proposal Signature Form](#). In addition, the [Bids Portal](#) will generate a PIN that will serve as an electronic signature upon submittal of the proposal.

## Notice of Intent to Respond

**The deadline for submitting a Notice of Intent to Respond Deadline is December 15, 2022 at 5:00 pm Pacific.** Respondents should submit to [info@california-medicine.org](mailto:info@california-medicine.org) a Notice of Intent to Respond (in the form of a simple email). Such notice should include the following information:

- The business name
- For the purposes of this RFP, the business’s contact person’s name, and title
- The contact person’s mailing address, telephone number, and e-mail address
- Any alternate contact person, title and contact information

## Deadline for Questions

**The deadline for submitting questions regarding this RFP is December 15, 2022 at 5:00 pm Pacific.** CMSP, in its discretion, may determine not to respond to questions submitted after the deadline or may extend the deadline for submittal of Proposals so that all responding Evaluators will have the benefit of responses to questions submitted after the deadline. Please submit all questions to [info@california-medicine.org](mailto:info@california-medicine.org) .

## Responses to Questions

CMSP will to the best of its ability respond to questions regarding this RFP that it receives in accordance with the schedule of events. Responses will be posted to the bid platform and notification of the response sent to all bidders via the platform. Responses to questions submitted by December 22, 2022.

## Submittal Deadline

An Evaluator that desires to submit a Proposal must do so no later than January 16, 2023 at 5:00 pm PST specified as the submittal deadline. Each Evaluator shall be responsible for ensuring that its Proposal is received by the California Medicine Scholars Program staff.

## Change in Submittal Deadline



If the CMSP staff/FCCC, in its sole discretion, determines that any addendum or other change in circumstances is of such nature that additional time is required for Evaluators to prepare and submit Proposals, the CMSP staff/FCCC will establish a new Submittal Deadline and provide notice of such new Submittal Deadline to all Evaluators known to have received a copy of this RFP.

### **Late Proposals and Extensions of Time**

CMSP, in its sole discretion, may determine not to consider any Proposal, or request to modify any Proposal, that is received after the Submittal Deadline. CMSP, in its sole discretion, may determine to extend the period for receipt of Proposals and requests to modify Proposals, for any length of time, without needing to provide notice to any Evaluators of such extension.

## **5. GENERAL RFP REQUIREMENTS**

### **Solicitation**

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any Proposal submitted in response to this RFP, shall be deemed or construed to: (i) create any contractual relationship between CMSP and any Evaluator; (ii) create any obligation for CMSP to enter a contract with any Evaluator or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

### **Preparation of Proposal**

A Proposal must be complete in all respects and contain all information required by this RFP. CMSP may reject a Proposal if it is incomplete, conditional, not in the form required by this RFP, or contains other irregularities. CMSP will reject a proposal if, in the opinion of CMSP, the Evaluator knew or reasonably should have known that any information in the Proposal is arguably misleading. A Proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is authenticated by affixing, in the margin immediately next to the correction, the initials of the person that signed the Proposal on behalf of the Evaluator.

### **Economy of Preparation**

A Proposal should be prepared simply and economically, providing a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. To expedite the evaluation process, it is essential that Proposals comply in all respects with the specifications and instructions set forth in this RFP. In addition, a Proposal must; (i) be formatted to fit on paper that is no larger than 8 ½ x 11 inches; and (ii) have font sizes no less than "12" for main text and "11" for text in exhibits and tables. In total, Evaluator narrative responses may not exceed 10 pages inclusive of appendices. With this in mind, proposals should be succinct, clear, and to the point.

### **Withdrawal of Proposals**

Respondents may withdraw its proposal by written request delivered to the [Foundation via Bids Portal](#) prior to the scheduled closing time for receipt of proposals. In the event a Respondent submitting a proposal shall seek to withdraw its proposal, it shall be the sole and exclusive responsibility of the Respondent to notify Foundation of such withdrawal within the time and in the manner set forth above. Any written notice of withdrawal of a submitted proposal received after the scheduled closing time for receipt of proposals shall not be considered by Foundation, or effective to withdraw such proposal.

### **Ownership of Documents**

All Proposals and other materials, unless such materials contain trade secrets or confidential information, the respondent, submitted in response to this RFP shall become the property of CMSP. This RFP and all responses are subject to the Richard McKee Transparency Act and unless otherwise allowed by law, shall become public record.

**Addenda to RFP**

CMSP in its discretion may at any time issue one or more addenda to this RFP, and CMSP will provide each such addendum to each Evaluator that is known by CMSP to have received a copy of this RFP. Each Evaluator is solely responsible for and must, in its Proposal, acknowledge each addendum that it has received.

Acknowledge receipt of any and all addenda to this RFP issued by CMSP, by specifying for each the addendum number and issuance date.

**RFP Cancellation**

The CMSP reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

**No Guarantee of Award of Contract**

This RFP does not create any obligation whatsoever, either express or implied, for CMSP to award any contract to any Evaluator or other party. CMSP at all times retains the sole and absolute right to select the Evaluator that best meets CMSP's needs, or to select no Evaluator at all. The award of any contract to a Evaluator is subject to separate approval by CMSP.

**Resulting Contract**

CMSP may require, in any contract resulting from this RFP, that the Evaluator provide a performance bond, guarantee agreement, letter of credit, or other form of guarantee of performance, in such an amount as CMSP may determine. Any contract resulting from this RFP shall be a stand-alone contract and shall not be subsidiary to any other contract or terms and conditions that may be in effect between CMSP and the Evaluator.

**Evaluator Review and Understanding of RFP**

The Evaluator must thoroughly review the contents and requirements of this RFP. The failure by the Evaluator to properly understand any agreement, form, instrument, addendum, or other document associated with this RFP shall in no manner and to no extent relieve the Evaluator from its obligation pursuant to this RFP or any contract resulting from this RFP.

**Confidentiality**

CMSP will review Proposals privately to assure confidentiality and to avoid disclosure of the contents to competing Evaluators prior to and during the review, evaluation, and negotiation process. However, CMSP may, upon applicable request, disclose any Proposal, or portions of a proposal, to the extent the information included meets the definition of a public record in accordance with California law.

**Responsibility for Costs**

The Evaluator (and not CMSP) shall be responsible for any and all costs incurred by the Evaluator in connection with this RFP, including, without limitation, costs associated with preparation and submission of a Proposal, and expenses associated with travel to any presentation, interview, or other meeting. In no event will CMSP reimburse any Evaluator for any such costs or expenses.

### **Evaluator Responsibility for Subcontractors**

Under no circumstances will CMSP accept a Proposal if the Evaluator proposes to subcontract more than 20% of the staffing resources required for the Project. If the Evaluator proposes to team with other companies to provide the service, the Evaluator must submit all information required by this RFP, including information relating to matters within the anticipated scope of the Subcontractors' responsibility. However, the Proposal must be executed by only one lead entity designated as the Evaluator, and "co-proposing" by separate legal entities is not allowed.

If the Evaluator proposes to use any Subcontractors in connection with the Project, in no event shall the Evaluator be released from any responsibility it may have pursuant to this RFP or any contract resulting from this RFP, and the Evaluator shall be solely responsible for the actions of such Subcontractors. The Evaluator shall be responsible for the management and performance of its Subcontractors, including, without limitation, any suppliers. The Evaluator must communicate the Project objectives and standards to the Subcontractors and ensure that the Subcontractors adhere to such objectives and standards. CMSP may require that the Evaluator or any particular Subcontractor submit administrative or other information relating to the Subcontractor.

### **Subcontracting**

If the Evaluator, subject to the requirements of this RFP, proposes to subcontract any portion of the work that may arise from this RFP to another entity (each a "Subcontractor"), the Evaluator must submit a list of all such Subcontractors, using the "Designated Subcontractors" form attached to this RFP. For purposes of this RFP, the term "Subcontractor" includes (in addition to any non-related companies) any and all parent, affiliate, or subsidiary companies of Evaluator that are not wholly owned by the Evaluator. Subcontractor Profiles (each not in excess of three pages)

If the Evaluator proposes to use any Subcontractor(s) for performance of any of the work that may arise from this RFP, the Evaluator must submit a Subcontractor Profile for each such Subcontractor, which must not be in excess of three pages and must include all of the following:

- A.** The full company name of the Subcontractor, the state in which the Subcontractor was organized, the date the Subcontractor was formed, the entity number assigned to the Subcontractor by California Secretary of State, if applicable, and the Subcontractor's federal taxpayer identification number
- B.** The name, title, address, telephone number, and e-mail address of a Subcontractor representative who will be the Subcontractor's primary contact person for purposes of the Proposal
- C.** Description of the Subcontractor's organizational structure, any anticipated changes to the Subcontractor's business and/or marketing strategies, whether public or non-public, that may impact the Subcontractor's ability to provide services in connection with the any or all phases of the Project
- D.** Description of any existing business relationships the Subcontractor, any of its parent and/or affiliate companies have in the State of California
- E.** Description of any and all claims and judicial or administrative actions filed against the Subcontractor and/or its parent or affiliate companies in the last five (5) years and the outcome of those claims and actions, including, without limitation, decisions adverse to the Subcontractor and/or its parent or affiliate companies

- F. Description of any and all disciplinary actions or other actions taken within the last five (5) years by any governmental or regulatory entity (including, without limitation, any court) against the Subcontractor and/or its parent or affiliate companies and/or any of their respective owners or principals
- G. List and summary of any and all judicial or administrative proceedings involving the Subcontractor's sourcing activities and antitrust actions to which the Subcontractor and/or its parent or affiliate companies have been a party within the last five years

### **Subcontractor Statement**

A statement specifying that each proposed subcontractor has expressly assented to being a proposed as a subcontractor in the Respondent's response to this RFP.

### **Unethical Behavior**

By submitting a Proposal, a Evaluator shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity (in the form of entertainment, gifts, or otherwise) to any officer, employee, consultant, or agent of the the Foundation for California Community Colleges or CMSP, with the intent or goal of obtaining favorable treatment with respect to the selection of a Evaluator for the System. If CMSP determines that a Evaluator has breached or violated such warranty, CMSP may terminate any contract that it has with such Evaluator, in whole or in part, and the Evaluator shall be responsible and liable for any associated losses and/or damages incurred by CMSP. The rights and remedies of CMSP pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies CMSP may have pursuant to law or contract.

### **Potential Conflicts of Interest (not in excess of one page)**

Existing Relationships: Describe any and all financial, business, or personal relationships between the Evaluator and any Subcontractor or other third party that the Evaluator may propose to provide services or products in connection with any phase of the Project, regardless of whether the intent would be for the third party to contract with the Evaluator or directly with CMSP. Also describe any existing relationships that the Evaluator or any of its proposed Subcontractors may have with CMSP or any of its officers, employees, or agents, including, without limitation, any existing contracts.

Existing Conflicts: Describe any and all existing or potential conflicts of interests (within the meaning of the California Political Reform Act or California Government Code 1090) that the Evaluator or its leadership may have in relation to any dimension of the project.

### **Licensure and Registration Requirements**

All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by CMSP as a part of a response to this RFP, shall be properly licensed to render such opinions.

Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. CMSP

may require any Respondent to submit evidence of proper licensure.

Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the State of California for the collection of California sales and use tax. CMSP shall not award a contract unless the Respondent provides proof of such registration or provides documentation that the Evaluator is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

**Disclosure of Response Contents**

All materials submitted to CMSP in response to this RFP shall become the property of CMSP, subject to limitations on trade secrets or confidential and sensitive information. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents may become open to public inspection in accordance with the laws of the State of California.

Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials may be open for review by the public in accordance with California law.

**Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## **6. EVALUATION OF PROPOSALS**

### **CMSP Discretion**

The purpose of this RFP is to assist CMSP in selecting an experienced and qualified Evaluator that is able to provide services that meet CMSP's needs and goals relating to the implementation and success of the California Medicine Scholars Program. Therefore, CMSP has and shall retain the sole discretion to implement (and to thereafter alter in any manner) any methods or procedures for selection of a Evaluator as CMSP deems appropriate. Without limiting the foregoing, such procedures may include review of Proposals and interviews of one or more Evaluators by a review and selection committee composed of CMSP officials, staff, and/or others. CMSP, in its sole discretion, may alter its anticipated scheduling as related to this RFP, may reject any or all proposals, and may waive informalities and minor irregularities in any Proposal.

In evaluating Proposals, CMSP will only select a bid that is submitted by a responsible bidder who is able to satisfactorily perform the work described in this RFP. The Evaluator's price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to the Evaluator whose Proposal conforms to the RFP and, as determined by CMSP at its sole discretion, is most advantageous to CMSP. CMSP reserves the right to award a contract as a result of initial RFP received or may elect to conduct negotiations with those Evaluators as determined by CMSP, to be within an acceptable competitive range, or to negotiate separately with any Evaluator when it is determined to be in the best interest of CMSP.

### **Follow-Up Questions**

After initial evaluation of Proposals, CMSP may request a meeting with any Evaluator for purposes of requesting answers to specific questions relating to the Proposal submitted by the Evaluator, or may request that the Evaluator answer specific questions in writing.

### **Reference Checking**

CMSP, in its discretion, may check the Evaluator's references, which may include interviews, teleconferences, and site visits. CMSP also may check the references of any or all proposed Subcontractors.

### **Preliminary Evaluation of Proposals**

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the rejection of the proposal.

In the event that all Proposers do not meet one or more of the mandatory requirements, CMSP reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

### **Proposal Scoring**

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. A proposer may not contact any member of the evaluation committee except at CMSP's direction. The committee may review references and/or request interviews and use the results in scoring proposals.

Points will be awarded relative to the needs of CMSP, as solely determined by the evaluation committee members. At the discretion of CMSP, a bid may not be evaluated or selected if the bidder, through its proposal, appears unlikely to be able to deliver the functionality required of the system described in this RFP.

### **Scoring Rubric**

CMSP will use the following scoring rubric to help evaluate the bids. Only a responsible bidder who can provide the services in a satisfactory manner will be selected.

| <b>DESCRIPTION</b>                              | <b>TOTAL POINTS</b> |
|---|---------------------|
| <b>Evaluation experience</b>                    | <b>20</b>           |
| <b>Proposal content</b>                         | <b>30</b>           |
| <b>Dedicated Project Management and Support</b> | <b>10</b>           |
| <b>Delivery Schedule</b>                        | <b>10</b>           |
| <b>Pricing</b>                                  | <b>20</b>           |
| <b>References</b>                               | <b>10</b>           |
|   |                     |
| <b>TOTAL</b>                                    | <b>100 POINTS</b>   |

### **Right to Reject Proposals and Negotiate Contract Terms**

CMSP reserves the right to reject any and all proposals. CMSP may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If the contract negotiations cannot be concluded successfully with the highest scoring proposer, CMSP may negotiate a contract with the next highest scoring proposer.

### **Award and Final Offers**

CMSP will compile final scores for the highest scoring proposals likely to receive an award. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposers may be requested to submit best and final offers. If best and final offers are requested by CMSP and submitted by Proposer(s), they will be evaluated against the stated criteria, scored, and ranked. The award then will be granted to the



highest scoring Proposer. However, a proposer should not expect that CMSP will request a best and final offer.

### **Notification of Intent to Award**

All Proposers who respond to this RFP will be notified via email of CMSP's intent to award the contract as a result of this RFP.

### **Appeals Process**

Notices of intent to protest and protests must be made in writing to the Foundation for California Community Colleges, on behalf of the California Medicine Scholars Program. Protestors should make their protests as specific as possible and should identify any specific California Law that is alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be sent to the individual below and received in no later than three (3) working days after the notices of intent to award are issued. A protest must be made in writing and sent to the individual below within five (5) working days after the notice of intent to protest is filed.

Foundation for California Community Colleges  
Attn: Adam DeBow, Deputy General Counsel  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

Upon receipt of written protest, FCCC Legal Department, or designee, will review and evaluate the protest and issue a written decision. The Foundation may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision will be communicated by email, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision.

## **7. REQUEST FOR PROPOSAL REQUIRED FORMAT**

### **Proposal Organization and Format**

Proposals should be submitted electronically in a PDF format. Proposals should be organized and presented in the order and by the number assigned in the RFP.

Proposals should be organized with the following heading and subheadings. Each heading shall be separated by tabs or otherwise clearly marked.

- Section 1: Cover Letter
- Section 2: Evaluator Profile
- Section 3: Proposed Scope of Work that addresses and is aligned with items described in this RFP (pages 8-10)
- Section 4: Evaluator References
- Section 5: Evaluator Financial Information
- Section 6: Price Proposal and Delivery Schedule (aligned with Tasks on pages 8-11, 27)

### **Cover Letter (not in excess of one page)**

The cover letter must be signed by Evaluator or authorized representative (electronic signatures are allowed), and must include all of the following information:

- A. Brief introduction of the Evaluator and team (if applicable)
- B. A brief description of the Evaluator's understanding of CMSP's needs and goals regarding this RFP
- C. A brief description of the characteristics, if any, that distinguish the Evaluator from others.

### **Evaluator Profile (not in excess of one page)**

The Evaluator profile must include all the following information:

1. The full company name of the Evaluator, the state in which the Evaluator was organized, the date the Evaluator was formed, the entity number assigned to the Evaluator by California Secretary of State, if applicable, and the Evaluator's federal taxpayer identification number
2. The name, title, address, telephone number, and email address of a Evaluator representative who will be the Evaluator's primary contact person for purposes of the Proposal
3. A description of the Evaluator's organizational structure, any anticipated changes to the Evaluator's business and/or marketing strategies, whether public or non-public, that may impact the Evaluator's ability to provide services in connection with the any or all phases of the Project
4. A brief description of any existing business relationships the Evaluator, any of its parent

and/or affiliate companies have in the State of California

5. A description of any and all claims and judicial or administrative actions filed against the Evaluator and/or its parent or affiliate companies in the last five (5) years and the outcome of those claims and actions, including, without limitation, decisions adverse to the Evaluator and/or its parent or affiliate companies

### **Proposed Scope of Work (not in excess of three pages)**

The Scope of Work (SOW) should present the plan for conducting this evaluation which outlines the work that is to be performed by the evaluation team. It contains references to milestones, reports and deliverables and should include a timeline for deliverables and end products. The following could be included in the SOW but are not required:

- identifies existing data sources
- clarifies the evaluation questions
- identifies the evaluation methods to answer the questions
- discusses evaluation team composition and participation of partners
- covers procedures such as schedule and logistics
- clarifies requirements for reporting and dissemination
- includes a budget

### **Evaluator References (not in excess of one page)**

Client References: Provide references for at least two (2) of the Evaluator's clients that are in the field of education, for which the Evaluator has provided services, similar to those described in this RFP. Reference information should include: (i) the name of the client; (ii) the name, address and telephone number of the client's contact person for purposes of the Evaluator's services to the client; (iii) a description of the type and scope of services provided to the client; (iv) the final contract amount for the services provided to the client; and (v) the date(s) the Evaluator provided the services to the client

### **Evaluation Budget**

The budget for this evaluation is not to exceed \$150,000 per year for 3 years.

### **Contract Period and Required Terms and Conditions**

- A. Contract Period: The Term of this Agreement will be for three (3) years, commencing on the date set forth in the Agreement and terminating three (3) years thereafter. There is the possibility of a 3 to 6 month extension to complete deliverables. The extension would be negotiated with the Executive Director and FCCC and possibly result in an addendum to the original sub-contract. CMSP (FCCC) and Evaluator, upon mutual consent, shall have the option to extend the Term for an additional one (1) year Term ("the Extended Term") by written notice not less than one (1) month prior to and not more than three (3) months prior to expiration of the Term, as applicable. If the option for the Extended Term is exercised, all terms and conditions set forth herein shall be applicable to the Extended Term, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Evaluator.

- B. Terms and Conditions: The winning proposer will be provided a contract which will contain terms and conditions substantially similar to those included in Attachment A.

**Project Team and Support**

**Project Team**

Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver goods or services required by this RFP.

**Resumes**

- A. Provide resumes for each of the key people who the Respondent will assign to meet the requirements under this RFP.

## 8. SUB-CONTRACT TERMS AND CONDITIONS

### Attachment A: Terms and Conditions

**The following terms and conditions will apply to the work of the Evaluator. These terms and conditions will be combined with a scope of work applicable to the services provided by Evaluator as described in this RFP. This is your opportunity to redline and/or ask any questions regarding the sub-contract. Please submit your redlines and questions with your proposal.**

#### 1. Term, Termination, Stop Work Notice

1.1 Term. The period of this Agreement is from [START DATE] through [END DATE] (“Term”) at which time, this Agreement will automatically terminate. Any extension to this Agreement must be in writing and signed by authorized signatories of FOUNDATION and CONTRACTOR.

1.2 Termination for Cause. FOUNDATION shall have the right to terminate this Agreement, without penalty, within a reasonable time period should CONTRACTOR be found to be in material breach of this Agreement as determined in FOUNDATION’s sole discretion or if CONTRACTOR fails to comply with any legal and regulatory provisions referenced in the Agreement.

1.3 Termination for Convenience or Funding Contingency. It is mutually understood and agreed that the FOUNDATION may terminate this Agreement without cause upon thirty (30) days written notice. Further, if sufficient federal, state, local, or philanthropic funds are not appropriated for this contract, FOUNDATION shall have the right to terminate this contract within fifteen (15) days’ notice. In the event appropriate funding is not appropriated for this contract, FOUNDATION may propose an amendment to this Agreement for a reduced scope of services, any such amendment shall require mutual agreement of the parties.

1.4 Procedures at Termination. CONTRACTOR must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. FOUNDATION shall only be liable to CONTRACTOR for the actual performed services CONTRACTOR delivered pursuant to this Agreement, up until the effective date of the cancellation or as otherwise identified, in writing, by FOUNDATION. This provision does not preclude FOUNDATION from raising disputes concerning CONTRACTOR’s Services rendered. CONTRACTOR hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from FOUNDATION’s termination of this Agreement.

1.5 Stop Work Notice. FOUNDATION reserves the right to issue an order to stop work in the event that: (1) a dispute should arise regarding the Services of CONTRACTOR; (2) funding for the program is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise agreed to by FOUNDATION.

#### 2. Intellectual Property

CONTRACTOR hereby irrevocably and unconditionally assigns, transfers, releases, and conveys to FOUNDATION all rights, title and interest to such Work Product produced pursuant to this agreement, including but not limited to all Services rendered and documents or other materials, inventions, processes, patents, patent

rights, copyrights, trademarks, trademark rights, and trade secret rights and service marks first created, first developed or first produced pursuant to this Agreement.

CONTRACTOR represents and warrants to FOUNDATION all of the following: (a) that CONTRACTOR owns and controls all the intellectual property rights for any work not first created, first developed or first produced pursuant to this Agreement, or if licensed by CONTRACTOR, CONTRACTOR has all necessary rights and licenses to grant the license and rights granted herein; trade secret know-how, moral rights or other intellectual property rights of any third party; and (b) there are no contracts which prohibit CONTRACTOR from (i) performing the Services necessary to fulfill the terms of this Agreement and (ii) licensing to FOUNDATION all the rights granted hereunder.

If this Agreement is terminated, CONTRACTOR will promptly, upon request, provide to FOUNDATION all Work Product prepared, in both hard and soft format. FOUNDATION retains the right to use Work Product regardless of any disputes including but not limited to disputes over compensation.

### 3. Insurance and Indemnification

3.1 Indemnification. CONTRACTOR, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold FOUNDATION, and its directors, officers, and employees (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FOUNDATION must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

3.2 Insurance. CONTRACTOR, the CONTRACTOR's sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of CONTRACTOR and will include:

- Commercial general liability insurance with a combined single limit of no less than \$1 million per occurrence. The commercial general liability policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds;
- Automobile liability insurance, including comprehensive and collision coverage, for all owned, scheduled, or hired automobiles, if CONTRACTOR will drive an automobile in connection with CONTRACTOR’s performance of services under this Agreement;
- Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate; and

- Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time.

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. CONTRACTOR shall transmit all certificates of insurance, including the additional insured endorsement, to the FOUNDATION, within 15 days of CONTRACTOR's execution of this Agreement. All insurance required to be carried by CONTRACTOR and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION. Any failure of FOUNDATION to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements. CONTRACTOR shall require that all insurance coverage obligations of CONTRACTOR shall be required of subcontractors if using subcontractors for any purpose under this Agreement.

#### 4. General Terms

4.1 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

4.2 Independent Status. CONTRACTOR and FOUNDATION agree that CONTRACTOR is, and shall be an independent contractor. CONTRACTOR is being hired with respect to this particular project given their experience, expertise and background relative to the Services. CONTRACTOR acknowledges that CONTRACTOR is an independent contractor and will be solely responsible for any taxes or fees and will not hold FOUNDATION responsible for any taxes, fees, unemployment or disability insurance. CONTRACTOR has their own place of business, own equipment, is responsible for their own employees and is responsible for all legal and governmental obligations of CONTRACTOR as an independent business, including, without limitation, all business licenses, workers compensation and liability insurance requirements and the withholding and transmittal of all fees and taxes from its principals and employees. CONTRACTOR, given their experience and background, shall control the methods used to complete their work relative to this Agreement. FOUNDATION shall not train CONTRACTOR concerning how to complete their work (but FOUNDATION may provide CONTRACTOR with job specifications).

4.3 Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment by CONTRACTOR not in accordance with this paragraph will be void, at the option of FOUNDATION.

4.4 Subcontracting Conflicts. CONTRACTOR may not employ subcontractors, unless CONTRACTOR submits a request to FOUNDATION to employ subcontractors and FOUNDATION approves said request in writing. All subcontracts approved by FOUNDATION and entered into by CONTRACTOR with an approved subcontractor shall include an assignment clause as would be required of CONTRACTOR in substantial compliance with EXHIBIT C (Intellectual Property) above, by which APPROVED SUBCONTRACTOR would agree to irrevocably and unconditionally assign, transfer, release, and convey to FOUNDATION all rights, title and interest to such Work Product produced pursuant to the subcontract agreement, including but not limited to all Services rendered and documents or other materials, inventions, processes, patents, patent rights, copyrights, trademarks, trademark rights, and trade secret rights and Service Marks first created, first developed or first produced pursuant to the subcontract agreement. Further, all subcontracts approved by FOUNDATION shall include the same insurance coverage requirements of the subcontractor that are required of CONTRACTOR under this Agreement, in accordance with EXHIBIT C 3.2 (Insurance). Notwithstanding the foregoing, CONTRACTOR will not hire any current or past employee of FOUNDATION to perform any Services covered by this Agreement. CONTRACTOR represents and warrants that to the best of its/his/her knowledge, there exists no actual or potential conflict between CONTRACTOR's family, business,

or financial interests and FOUNDATION or the Services provided under this Agreement. CONTRACTOR agrees to promptly disclose, in writing, to the FOUNDATION Contract Contact listed under EXHIBIT D (Notices) above any actual or potential conflicts of interests.

4.5 Legal and Regulatory Compliance. CONTRACTOR shall perform all Services in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards of the State of California, and applicable federal and local laws. Books and records relating to this Agreement will be maintained in accordance with generally accepted accounting principles by CONTRACTOR. FOUNDATION or its authorized representative will have the right to access, audit and/or copy CONTRACTOR's records. CONTRACTOR agrees to provide FOUNDATION access (with the ability to copy same) to CONTRACTOR's records arising, in any way, under this Agreement ("Records"), within five (5) calendar days of a written request for such access. CONTRACTOR will preserve Records as required by applicable federal, state or local laws, but in no event for a period of less than three (3) years from the date of final payment under this Agreement. This paragraph is deemed material to the formation of this Agreement.

4.6 Accessibility. CONTRACTOR warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). CONTRACTOR hereby warrants the products or services it will provide under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Any materials created under this Agreement shall follow the WCAG 2.1 guidelines for accessibility. CONTRACTOR agrees to promptly respond to and resolve any complaint regarding accessibility of materials, products, or services provided under this Agreement. CONTRACTOR further agrees to indemnify and hold harmless the FOUNDATION from any claims arising out of CONTRACTOR'S failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Agreement.

4.7 Anti-lobbying. CONTRACTOR shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

4.8 Non-Discrimination. CONTRACTOR shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a)-(f) et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et. seq.)

4.9 Debarment and/or Suspension. CONTRACTOR shall comply with Executive Order 12549, Debarment and Suspension. CONTRACTOR represents and warrants that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

4.10 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between FOUNDATION and CONTRACTOR regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION.

4.11 Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

4.12 Law to Govern; Venue. This Agreement shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this Agreement shall be resolved



in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

4.13 Taxpayer Identification. A Federal Form W-9, Request for Taxpayer Identification Number and Certification must be completed by CONTRACTOR immediately following execution of this Agreement and shall thereafter be promptly transmitted to FOUNDATION.

4.14 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement.

4.15 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

4.16 Confidentiality. CONTRACTOR and FOUNDATION each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose. This paragraph shall survive the expiration or early termination of this Agreement.

4.17 Execution of this Agreement. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

4.18 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

4.19 Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

4.20 Non-waiver. The failure of either FOUNDATION or CONTRACTOR, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

4.21 Force Majeure. Neither FOUNDATION nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, pandemic, quarantine, public health emergency, or any similar cause beyond the reasonable control of FOUNDATION or CONTRACTOR.

4.22 Data Security. Contractor has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of any personally identifiable or otherwise sensitive data (“Program Data”) provided to Contractor by Foundation under this Agreement. Contractor agrees to reasonably protect against anticipated threats or hazards to the security or integrity of such Program Data, and against unauthorized access to, use or disclosure of Program Data.

a. All Program Data shared between the parties or collected by CONTRACTOR on behalf of FOUNDATION in meeting the terms of this contract is confidential and remains the property of FOUNDATION. No data of any sort can be released to third parties without the written consent of FOUNDATION.

c. All Program Data must be encrypted at all times, both at rest and in transit.

d. Program Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption-based protocol. Under no circumstances will the parties share Personal Information via non-secure methods such as public email.

4.23 **Breach Notification and Action**. The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a break-in, or attempted break-in, to any system that may contain personal information. CONTRACTOR shall coordinate with the FOUNDATION to promptly notify any individuals whose data has been accessed in the event of any data breach caused by CONTRACTOR. CONTRACTOR shall report any confirmed or suspected breach to FOUNDATION upon discovery, both orally and in writing via email, but in no event more than two (2) business days after CONTRACTOR reasonably believes the breach to have occurred, unless CONTRACTOR is otherwise prohibited by other applicable law from providing such notice to FOUNDATION. CONTRACTOR’s report shall identify: (i) the nature of the unauthorized access, use, or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what CONTRACTOR has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action CONTRACTOR has taken or will take to prevent further unauthorized access, use or disclosure. CONTRACTOR will cooperate with FOUNDATION in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with a breach caused by CONTRACTOR including but not limited to notification, claims and reparations are the sole responsibility of CONTRACTOR.

4.24 **Nondisclosure of Program Data**. CONTRACTOR shall hold all Program Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Program Data for any purpose other than to provide the Service or as may be authorized in writing by FOUNDATION. CONTRACTOR shall not disclose Program Data to any other party except: (a) to CONTRACTOR employees, agents, subcontractors and service providers, to whom Program Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of CONTRACTOR or CONTRACTOR customers, including the enforcement of CONTRACTOR agreements or policies governing Institution’s use of the Service; or (d) as authorized by FOUNDATION in writing. CONTRACTOR shall undertake efforts reasonably calculated to ensure that CONTRACTOR employees, agents, and subcontractors with access to Program Data are aware of CONTRACTOR’ obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

**Attachment B: Required Forms**

**CERTIFICATION OF VENDOR QUALIFICATIONS**

The undersigned Vendor certifies that it is, at the time it submitted its Proposal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. The Vendor further certifies that its personnel are skilled and regularly engaged in the general class and type of work called for in the RFP documents.

The Vendor represents that its personnel are competent, knowledgeable and have special skills with respect to the nature, extent, and inherent conditions of the work to be performed.

Furthermore, the Vendor hereby certifies that all representations, certifications, and statements made by the Vendor, as set forth in this proposal form, are true and correct and are made under penalty or perjury.

Signed this \_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year)

Name of VENDOR

Signature of VENDOR

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this \_\_\_\_ day of \_\_\_\_\_,

(Name of Organization)

(Title of Person Signing)

Signature

Date

**DESIGNATED SUBCONTRACTORS**

Each Vendor shall set forth below, the name, location of the place of business, telephone number, contact person, and type of firm of each Subcontractor who will perform work or labor or render service to the Vendor under this contract.

| <b>Subcontractor Name and Address</b> | <b>Telephone</b> | <b>Contact Person</b> | <b>Portion of Work</b> |
|---------------------------------------|------------------|-----------------------|------------------------|
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**WORKERS' COMPENSATION CERTIFICATION**

I am aware of the provisions of Section 37000 of the Labor Code which requires every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract (L.C. 1861)

Vendor Signature

Date

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certificate form is required from all successful Vendors pursuant to the requirements mandated by Government code Sections 8350 et.al. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property of service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provided that each contract or grant awarded by a State agency may be subject to suspension of payment or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355 (a) and requiring that the employee agree to abide by the term of that statement.

I also understand that if CCGI determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I

further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et.al. seq.

I acknowledge that I am aware of the provisions of Government Code Section 83590 ET. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace act of 1990.

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**CERTIFICATION REGARDING VENDOR STATUS**

Evaluator certifies, to the best of its knowledge and belief, that the Evaluator and/or any of its Principals:

- (A) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State agency
- (B) have not, within three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of RFP; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property
- (C) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above, and
- (D) have not, within a three-year period preceding this RFP, had one or more contracts terminated for default by any Federal or State agency.

Signature of Vendor

Name printed or typed

Title

**PROPOSAL SIGNATURE FORM**

**Due Date** for this form is stated on the Key Action Dates section of this RFP.

The undersigned officer, having become familiar with the Request for Proposal, the specifications, the contract terms and conditions, the solicitation conditions, and the instructions for completing the RFP form, hereby offers to provide the products and services described in RFP.

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name of Authorized Signer \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

## LIST OF REFERENCES

- Alcantar, C. M., & Hernandez, E. (2020). "Here the professors are your guide, tus guías": Latina/o student validating experiences with faculty at a Hispanic-serving community college. *Journal of Hispanic Higher Education*, 19(1), 3-18.
- Allen-Ramdial, S. & Campbell, A. (2014). Reimagining the pipeline: Advancing STEM diversity, persistence, and success. *BioScience*, 64(7), 612-618.
- Bach, P., Pham, H., Schrag, D., Tate, R., & Hargraves, J. (2004). Primary care physicians who treat blacks and whites. *The New England Journal of Medicine*, 351,575-584.
- California Future Health Workforce Commission (2019). Meeting the Demand of Health: Final Report of the California Future Health Workforce Commission, California Future Health Workforce Commission, February 2019, <https://futurehealthworkforce.org/>.
- Coffman, J., Calimlim, E., & Fix, M. (2021). California physicians a supplement to Californiahealth ... Retrieved March 25, 2021, from <https://www.chcf.org/wp-content/uploads/2021/03/PhysiciansAlmanac2021QRG.pdf>
- Davidson, R. and Montoya, R. (2019). The distribution of services to the underserved: A comparison of minority and majority medical graduates in California. *Western Journal of Medicine*, 146(1), 114-117.
- Downing, V. R., Cooper, K. M., Cala, J. M., Gin, L. E., & Brownell, S. E. (2020). Fear of negative evaluation and student anxiety in community college active-learning science courses. *CBE—Life Sciences Education*, 19(2), ar20.
- Foundation for California Community Colleges. (2019). Vision for success: Strengthening the California community colleges to meet California's Needs. <https://vision.foundationccc.org/>
- Freedberg, L. & Zinshteyn, M., (2018, February 26). More California students graduate from high school, but far fewer graduate from college. Retrieved March 23, 2021, from <https://edsources.org/2018/more-california-students-graduate-from-high-school-but-far-fewer-graduate-from-college/594065>
- Gittelsohn, J., Belcourt, A., Magarati, M., Booth-LaForce, C., Duran, B., Mishra, S. I., ... & Jernigan, V. B. (2020). Building capacity for productive indigenous community-university partnerships. *Prevention Science*, 21(1), 22-32.

- Hinton, A., et. al (2020). Patching the Leaks: Revitalizing and reimagining the STEM pipeline. *Cell*, 183(3), 568-575.
- Mancini, M. C., Arfini, F., & Guareschi, M. (2022). When Higher Education Meets Sustainable Development of Rural Areas: Lessons Learned from a Community–University Partnership. *Social Sciences*, 11(8), 338.
- Monaghan, D. B., & Attewell, P. (2015). The community college route to the bachelor’s degree. *Educational Evaluation and Policy Analysis*, 37(1), 70-91.
- Moreno G, Walker KO, Morales LS, Grumbach K. Do physicians with self-reported non-English fluency practice in linguistically disadvantaged communities? *J Gen Intern Med*. 2011;26(5):512–517.
- Moschetti, R. V., & Hudley, C. (2015). Social capital and academic motivation among first-generation community college students. *Community College Journal of Research and Practice*, 39(3), 235-251.
- Penn Medicine (2019) Facts and figures: The medical revolution in motion. The University of Pennsylvania Health System and The Raymond and Ruth Perelman School of Medicine. <https://www.pennmedicine.org/news/-/media/documents%20and%20audio/pr%20news/facts%20and%20figures/prfy1921211factsbrochurefinal26.ashx?la=en>
- Rabinowitz, H., Diamond, J., Veloski, J., & Gaylor, J. (2000). The impact of multiple predictors on generalist physician care for underserved populations. *Am J Public Health*, 90(8).
- Sáenz, V. B., García-Louis, C., Drake, A. P., & Guida, T. (2018). Leveraging their family capital: How Latino males successfully navigate the community college. *Community College Review*, 46(1), 40-61.
- Toretzky, Mutha, & Coffman (2018). Breaking barriers for underrepresented minorities in health professions. HealthForce Center at UCSF. <https://healthforce.ucsf.edu/sites/healthforce.ucsf.edu/files/publication-pdf/Breaking%20Barriers%20for%20Underrepresented%20Minorities%20in%20the%20Health%20Professions%20.pdf>
- Yoon J, Grumbach K, Bindman AB. Access to Spanish-speaking physicians in California: Supply, insurance, or both. *Journal of the American Board of Family Practice*. 2004;17(3):165–172.

## **Acknowledgements**

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FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing  
the California Community Colleges*

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**Foundation for California Community Colleges  
California Medicine Scholars Program RFP 22-008**

**ADDENDUM #1  
January 11, 2023**

The following Addendum #1 to RFP 22-008 is issued to advise you of the following changes to the RFP document:

1. The proposal due date is extended to January 30, 2023

**All other terms and conditions of the bid remain the same.**

**Please acknowledge receipt of this Amendment by completing the fields below and submitting this document with your bid package.**

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_