Program Development Grant

Request for Proposal
Application and Instructions
Federal Fiscal Year
2016-17

Cycle 39

Deadline:

MAY 31, 2016

No faxes or emails will be accepted

The application packet is available at:
www.scdd.ca.gov

If you would like to have a hard copy mailed to you or if you have any questions regarding the grant process please call:

Kristie Allensworth at (916) 322-8777

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INTRODUCTION

The California State Council on Developmental Disabilities (SCDD) administers Program Development Grants to community-based organizations to fund new and innovative projects. All projects are required to address one or more of the goals and/or objectives in the California State Plan (State Plan) and improve and enhance services for Californians with intellectual/developmental disabilities (I/DD) and their families. Program Development Grants (PDG) provide funding for new approaches to addressing the needs of Californians with I/DD that are part of an overall strategy for systemic change. SCDD selects one or more specific goals and/or objectives from the State Plan and seeks proposals that contribute to the implementation of the Plan in the catchment area of each of its regional offices and based on the assessed needs and characteristics of that region.

Pursuant to the Developmental Disabilities Assistance and Bill of Rights Act (Public Law 106-402), SCDD has allocated $20,000 per regional office catchment area for projects serving that region to be awarded in Cycle 39.

Federal and State Law

The SCDD is a California state agency established by federal and state law. Pursuant to the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (Public Law 106-402), SCDD is to develop and implement a State Plan to support advocacy, capacity-building, and systemic change activities that are consistent with promoting a consumer and family-based system of services and supports. The goal of the federal law is to enable individuals with I/DD to achieve self-determination, independence, productivity, and community integration and inclusion.

The Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code §4540 et seq.) directs SCDD to conduct activities related to meeting the objectives of the State Plan, including activities to demonstrate new approaches to serving individuals with I/DD and their families that are part of an overall strategy for systemic change.

Program Development Grant (PDG)

The PDG is one vehicle used by the Council to meet both the federal and state mandates. PDG projects are the primary method of providing resources to initiate new and innovative services and supports for Californians with I/DD and their families.

Grants are awarded on a federal fiscal year cycle, consistent with the goals and objectives outlined in the SCDD State Plan. While the grants provide initial funding for proposals to create or expand services, applicants are expected to secure ongoing funding for sustainability of the work.

Grants awarded through this Request for Proposal (RFP) will be administered through the Council's local regional offices. During the PDG process, the regional office is to: (1) ensure that all proposals are fairly and consistently reviewed and evaluated; (2) monitor compliance with state and federal laws and policies; (3) provide assistance to applicants; and (4) recommend awarding grants to the highest ranked proposal(s), based on available funding and assessed needs and characteristics of the region's catchment area.

THE SCDD STATE PLAN (STATE PLAN)

The State Plan defines critical, current, and emerging issues facing Californians with I/DD and their families. The State Plan is developed with extensive community input from stakeholders throughout California. The State Plan also provides information to the federal Administration on Intellectual and Developmental Disabilities (AIDD) on how the Council will invest its resources. The State Plan can be accessed on the SCDD website: http://www.scdd.ca.gov/stateplan.htm.

PDG APPLICATION REQUIREMENTS AND TIMELINE

1. Proposals must include measurable, identifiable outcomes.

2. The application must be complete and meet all of the requirements set forth in this Request for Proposal. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to Proposal Due Date. Proposal modifications offered in any other manner, oral or written, will not be considered.

3. Applicants are responsible for providing accurate, current, and complete information about their organization and proposed project.

4. The final decision regarding selection of proposals to be funded rests with the State Council on Developmental Disabilities.

5. Timelines

Application Deadline	May 31, 2016
Public Notice of Selection of Awardee	July 25, 2016
Protest Period	July 25- August 5, 2016
Award Notification*	August 8, 2016
Anticipated Funding of Approved Proposals	October 1, 2016
Completion of Project	September 30, 2017

**Pending successful completion of the protest period*

6. Any proposals received after May 31, 2016, regardless of the postmarked date, will be returned to the applicant and will not proceed through the evaluation process.

7. Faxed or e-mailed application materials will not be accepted. SCDD does not accept faxing or e-mailing of any documents pertaining to the completed application.

8. A complete application, including all the required documentation, must be received by 5:00 p.m. on May 31, 2016 at:

State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95811
Attention: Kristie Allensworth

9. The proposal must be complete and meet all of the requirements set forth in the proposal guidelines.

10. Proposers are responsible for providing accurate, current, and complete information about their organization and proposed program/project.

11. All decisions regarding proposals that are ultimately funded are the responsibility of SCDD. Therefore, submission of all required documentation must be submitted and completed in the manner outlined in this proposal packet.

12. SCDD reserves the right to amend the RFP guidelines by addendum, but no later than ten days prior to the submission deadline date. Any such addendum will be posted on the SCDD website and notice will be issued to all parties known by SCDD to have requested a proposal package or submitted a proposal through the date of the addendum.

13. The proposals selected for funding will be at the sole discretion of SCDD.

14. Prior to posting the "Notice of Intent to Award Contracts" and during the protest period, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the protest period ends, all proposals received will be regarded as public records. Any language purporting to render all or any portion of the proposals confidential shall be regarded as non-effective, and the proposal containing the language will be rejected.

15. SCDD staff will not provide written or oral debriefings to unsuccessful applicants.

16. The proposal package should be prepared in the least expensive method.

17. All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package

18. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

19. Any contract awarded under the RFP is subject to the State's General Terms and Conditions (GTC) which are not negotiable.

A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. SCDD may reject any or all proposals and may waive any immaterial deviation in a proposal. SCDD's waiver of immaterial deviation shall in no way modify the RFP or excuse the proposer from full compliance with all requirements.

All grantees must comply with §124(c)(5) of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 USC 15024; PL 106-402).

FUNDING OF PROJECTS

Funding of projects is contingent on availability of federal funds. After the announcement of a grant award, changes in the level of federal allocation to California could result in the reduction of funds or withdrawal of some or all funded proposals.

The Council assumes no responsibility for costs incurred by the applicant for the development or submission of a proposal.

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

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

Successful applicants must complete quarterly reporting and invoice packets which must contain receipts for each expense/line item claimed, which includes but is not limited to: records of salaries paid, travel, conference fees and hotel accommodations, as well as proof of overhead costs and indirect expenses. Reimbursement of expenses will only be made for expenses associated with a line item of the approved budget and which has the proper supporting documentation.

CONTENTS OF APPLICATION PACKAGE

Proposals for Bay Area Regional Office

Must address the following Goals and/or Objectives of the State Plan

- **Goal 5**- Early Intervention, Education Transition & Post-Secondary Education- Californians with I/DD and their families reflecting the diversity of the state will have increased in order to obtain inclusive education services throughout the lifespan.

- **Goal 6**- Formal & Informal Community Supports- Californians with I/DD and their families reflecting the diversity of the state will have increased information and supports to access community- based services available to the general public.

Please refer to the spreadsheet that has been included with the regional office grant advertisement for additional information on the 2017-21 State Plan Goals and/or Objectives.

Proposals must be submitted in accordance with these instructions, using the application forms available on your regional office's webpage, which is located at www.scdd.ca.gov, or utilizing the hard copies attached to these instructions. Documents submitted with this application may be posted on the Council's website.

Completed applications must include the following elements:

1. Cover Letter (The cover letter to the proposal must include):

- A one-paragraph description of the project

- Assurance that the applicant is financially capable of supporting the project until such time as invoices are submitted and reimbursement is received.

- The applicant must indicate the following: "We have carefully read and understand all the provisions in this RFP and agree to be bound by them. We have fully read and reviewed the terms and conditions as stated in the State Contracting Requirements, attached to the RFP, and, by submitting a proposal, understand that this proposal document represents the agreement that we will be expected to execute if we are successfully awarded a Cycle 39 Program Development Grant from the SCDD." No deviations or exceptions to this statement shall be accepted or permitted.

2. Project Data Sheet (Form available online and attached to this RFP):

Applicant Information

- **Project Number** -Leave blank (assigned by SCDD)
- **Project Name**- Provide a short descriptive name for the proposed project (55-character limit)
- **Organization Name**- Applicant's legal name
- **Organization Website** - If applicable, provide the applicant's website address
- **Organization Address** - Street and floor or suite number
- **Organization City/State** - City and State
- **Organization Zip Code** - five or nine-digit zip code
- **Taxpayer ID Number**- Provide taxpayer identification number (TIN)
- **Project Period**- Month/Day/Year. Use numbers. (e.g. XX/XX/XXXX)

Project Information

- **Type of Applicant:** Select the type of applicant from the pull down menu (i.e., Non-profit, School District, County, etc.) Select only one. Partnerships/collaborations must choose one organization as the primary applicant.
- **State Plan Goal(s)/Objective(s):** Enter which State Plan goals or objectives the project will address.

Project Funding

- **Total project costs:** Must equal the total of "SCDD grant funds" plus "applicant matching funds." The federal government is requiring matching funds on each grant awarded by SCDD. A match of 25% is required for Non-Poverty Areas and a 15% match is required for services that will be provided in Poverty Areas. The match may be in-kind funding.
- **Indirect costs:** Cannot exceed 10% (see definition under “Allowable and Non-Allowable PDG Grant Costs.”
- **Grant Type:** Select Poverty or Non-Poverty from the pull-down menu. The U.S. Census Bureau provides information on the percent of persons in poverty by state and county. Go to www.census.gov/. In the "People" section, click on "Poverty." Click on "Small Area Income and Poverty Estimates" to access the state and county data.

Contact Information

- List the appropriate individuals with whom the SCDD staff will communicate for the indicated purposes. Use the check box to auto-fill repetitive information for a contact. The auto-fill information can be over written if necessary (i.e. email addresses).

Signatory Authority

- Identify the organization’s Director (CEO or equivalent) who can legally enter into a contractual agreement on behalf of the applicant.

3. Project Narrative (Form available online and attached to this RFP):

- The proposal must include a project narrative that includes the following sections and contents as described below. Do not exceed eight (8) pages.

Abstract-

- Provide a one-paragraph abstract that clearly states the project goal, the major activities of the project and the impact it will have on people with I/DD.

Qualifications-

- Describe your organization's qualifications to implement the proposed project, including your experience working with people with developmental disabilities.

Collaboration

- Identify any organizations that will be collaborating on the project, and provide a brief description of the respective roles.

Methodology

- Provide a detailed narrative about the project, including information on the methodology to be used and an overview of project activities.
- Describe how (if applicable) the project is:
  - A new promising practice created
  - A promising practice improved
  - A promising practice supported
  - A new best practice created
  - A best practice improved
  - A best practice supported
- Explain how the proposed project is consistent with the Council's mission.
- State who the target population is and why it is being targeted.
- If applicable, describe how the project benefits individuals from underserved communities and addresses cultural diversity.
- Specify if the project targets individuals in (a) federally identified poverty area(s).
- Describe the role of people with I/DD in the project.
- Provide a brief description of project functions for each staff and any subcontractors identified for the project.

Outcome Measures & Evaluation

- Describe the major expected outcomes of the project, and how successful completion of the project will impact people with I/DD and/or systems serving people with me I/DD. (Please reference the “DD Council Draft Performance Measures – July 2015”).

- Describe how you will evaluate the outcomes of the project.
- Specify the expected number of people to be served by this project by the following categories:
    - Number of individuals with I/DD
    - Number of family members
    - Number of other individuals
- Describe how activities will continue after the grant is completed.
- Provide a specific timeline for contract work to be performed, including benchmarks and estimated completion dates for benchmarks and final product(s).

Additional Grant Applications

- Has the applicant submitted a proposal to serve another region for this grant cycle? If yes, please list the additional regional office(s).

4. Budget Detail Worksheet (Form available online and attached to this RFP):

Develop a line item budget for the project, using the Budget Detail Worksheet, which is included in this RFP. Include the names or position titles for each staff person to be paid from the project budget, as identified on the Organization Chart (see Item 5.b. below). Specify the total project costs for each line item, description of expenses, and the expenses charged to SCDD funds. Identify your organization's matching expenses under the Matching Funds column and identify the source of those funds.

5. Required Attachments:

Continuation of funding letter(s) or verification

When possible, include a letter documenting the availability of funding for continuation of the project after the period of the grant.

Organizational Chart

- Provide an organizational chart for the proposed project only, including sub-contractors where applicable. The organization chart must include a list of the names and position titles of the personnel staff and sub-contractors listed on the Budget Worksheet. The organizational chart does not need to include the entire agency or institution.

Personnel Information

For each staff person employed by the project, including those identified on the Budget Detail Worksheet, provide Curricula Vitae/Resume, Duty Statement, and any applicable current Licenses and Credentials. If staff has not been hired, provide position descriptions.

Previous Grants/Awards

- List all grants/awards received from any entity during the last two years that benefit individuals with I/DD. Include the name of the project, the funding source, contact person, telephone number, and the amount of the grant/award.

Payee Data Record

- (Form available online and attached to this RFP)

Three (3) Letters of Support

- A minimum of three letters of support from three different entities is required. Applicants are urged to obtain letters of support from any collaborators that will be working on the project. Each letter must include the company/individual's name, address and contact person, with the telephone number. At least one letter of support must be from an entity with recognized expertise in the area identified in the proposal. The letters should address (1) familiarity with the applicant and (2) the need for services outlined in the proposal. Letters of support received from entities and/or individuals that will financially benefit from the funding of this project will not be counted toward the required three letters of support.
- Council members, including state department appointees and employees of the Council or Regional Offices, are ineligible to write letters of support.

Proposal Checklist (Form available online and attached to this RFP)

- Applicants must complete the attached Proposal Checklist to help ensure that all required items are included.

ESSENTIAL CRITERIA FOR ALL PROPOSALS

1. Proposals submitted must meet one or more of the State Plan goals and/or objectives identified for the region in this RFP.
2. Proposals submitted must serve individuals who meet the federal definition of I/DD.
3. Proposals submitted must be consistent with all applicable federal, state, and local government laws and regulations.
4. Proposals must be complete, including all required attachments.

PROGRAM EVALUATION AND SELECTION PROCESS

1. **Overall Proposal Evaluation**
   - Each eligible proposal will be scored as follows. A maximum of 100 points may be awarded by each member of the review team.
2. **Criteria for Proposal Evaluation**
   - **25 pts.:** The extent to which the proposal advances the state plan's goals and/or objectives. Measurable outcomes are identified and clearly defined.
   - **25 pts.:** The proposal describes the types of services/supports to be provided, using sound methodology that can achieve the outcomes identified in the proposal.

- **10 pts.:** The applicant demonstrates the experience, knowledge, and ability to accomplish what is being proposed.
- **15 pts.:** The proposed budget contains all elements required by this RFP and is reasonable and appropriate for accomplishing the identified program objectives and for reaching target audience(s).
- **15 pts.:** The proposal includes an appropriate method to determine if the project achieves the outcomes identified in the proposal.
- **10 pts.:** The proposal outlines how it will address/impact underserved communities and cultural diversity. The target audience(s) is clearly delineated and is appropriate to the proposal.

ALLOWABLE AND NON-ALLOWABLE PDG GRANT COSTS

The purpose of the PDG program is to provide resources necessary to initiate new services/supports that are creative, needed and innovative for people with I/DD and their families. These funds may not be used to purchase goods or services, for which another funding source is available, or to supplant existing funding. Proposal budgets should include all necessary expenses for the applicant to complete the project.

Each line item in the budget will be reviewed to determine whether it is allowable and reasonable. The Council reserves the right to request a revised budget. The following list contains examples of allowable and non-allowable PDG contract expenditures:

1. Funds cannot be used to purchase real property.
2. Funds cannot be used to purchase childcare vouchers.
3. Funds may be used to modify facilities to meet fire and life safety requirements of the fire marshal and/or the licensing agency. The applicant will be required to submit three bids for any facility
4. Rent for an office and/or facility is a reimbursable expense, as long as staff funded through the grant is working at or from the office/facility. The rent should not exceed the rental rates for an equivalent size facility in the geographical area.
5. Equipment may be leased; however, it may not be leased with an option to purchase. The contractor shall provide SCDD with copies of agreements for equipment leased during the contract period.
6. Examples of equipment that may not be purchased or purchased only with prior approval include:
   a. Motor vehicles may not be purchased.
   b. Computers may only be purchased with prior approval from the SCDD.
   c. Copy machines may not be purchased. However, they may be leased during the contract period.
   d. Any equipment item that is attached to a facility or vehicle, which cannot be removed in usable condition from the facility or vehicle.
7. Funds cannot be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and life safety requirements.

8. Any reimbursement for necessary travel expenses and per diem shall be at rates set in accordance with allowable state guidelines and per diem and mileage rates. Travel outside the State of California shall not be reimbursed. (Travel outside the SCDD regional office catchment area must be pre-approved by the SCDD regional office if reimbursement is requested).
9. Funds shall not be used to purchase food for participants at PDG-sponsored conferences, trainings, seminars or workshops.
10. Costs related to disseminating information about project outcomes can only be included in the funding request if this expense is to be incurred during the term of the contract period.
11. No staff person can be committed to more than 100% of that person's time. SCDD reserves the right to verify and determine reasonableness of staff time committed to other jobs/projects.
12. Funds may be used to secure insurance coverage to assure that, prior to the contract approval, Contractor, other than a self- insured public entity, can furnish to the regional office a Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of Contract's activities under this contract, as appropriate, of not less than $500,000 per occurrence.

As a general rule, it can be assumed that equipment with a value under $500 will be amortized and no longer property of the State after three years. For purposes of PDG, equipment item costs must be considered in terms of the end usable product, e.g., a bed is considered the sum of the cost of the mattress, box springs and frame. Applicants should contact the regional office concerning items over $500. All equipment will be inventoried and be issued a state identification tag identifying each as the property of the State until such time as it is released by the State.

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

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

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

NOTICE OF INTENT TO AWARD CONTRACTS AND PROTESTS

SCDD regional office recommendations for grant awards will be presented to the State Plan Committee (SPC) for consideration at its July 2016 meeting. A final decision to award contracts will be made by the State Council on Developmental Disabilities (SCDD) at its July 22, 2016 meeting.

A written protest may be filed with the Chair of SCDD during the period July 25 - August 5, 2016. The protest letter must be received at the below address before 5:00 p.m. on August 5, 2016:

State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95811
Attention: Aaron Carruthers

The written protest must outline specifically what the applicant is protesting and why the protest is being filed. Protests are limited to those instances where the regional office did not follow the guidelines for accepting and evaluating the proposal. The decision of the SCDD Chairperson shall be final.

Pending successful completing of the protest period, a "Notice of Intent to Award Contract" will be posted August 8, 2016 at www.scdd.ca.gov and at the local regional office.

OTHER TERMS AND CONDITIONS

TERMS

The term of this agreement will be from October 1, 2016, through September 30, 2017. The State Council on Developmental Disabilities reserves the right to extend the contract term for one-year. The State Council on Developmental Disabilities shall endeavor to give notice of its intention to extend the contract term at least sixty (60) days before expiration of the contract term.

Patents and Copyrights:

An applicant awarded a grant (hereinafter "contractor") agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects, or deliverables cannot be made without the express written approval of SCDD. Credit for these deliverables will be acknowledged as follows:

"This product was made possible by funding from the California State Council on Developmental Disabilities awarded to (insert provider's name) © California State Council on Developmental Disabilities. All Rights Reserved." Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD, whether or not a patent or copyright is applied for or received by any other party or person.

Termination of Contract

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

Subcontractors

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

Insurance Requirements

Prior to the contract approval, the contractor, other than a self-insured public entity, shall furnish to SCDD, Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of contract's activities under this contract, as appropriate, of not less than $500,000 per occurrence.

The Certificate of Insurance will provide that:

> The insurer will not cancel the insured's coverage without a thirty-day (30) prior written notice to SCDD. SCDD, the Federal Administration on Intellectual and Developmental Disabilities, its officers, employees, and agents are included as additional named insurers, but only insofar as the operations under this contract are concerned.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the contractor agrees to provide at least thirty (30) days prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

The contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as, but not limited to Workers' Compensation Insurance.

Reporting Requirements

Contractor shall agree to the following reporting requirements:

1. Submission of written monthly or quarterly progress reports. These reports shall include, but not be limited to: whether the project is on schedule, addressing those issues related to project operations and supervision, and affording opportunities for airing difficulties or special problems encountered, so that remedies can be developed quickly. SCDD reserves the right to withhold payment on invoices submitted until an acceptable report is received;

2. Invoices submitted for payment must be accompanied by the quarterly and final report. Supporting documents for all expenses claimed including but not limited to: receipts for any purchase made, travel claims, and payroll reports must be included with each billing;

3. Submission of a written final report in a format and manner prescribed by SCDD, within 30 days after contract completion or termination. This final report shall include but not be limited to an electronic copy and a camera-ready or master copy of any materials developed in the performance of this contract. The final report shall be comprehensive and include problems and solutions encountered during the contract term and submission of other reports as may be required by SCDD.

Project Change

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

Project Evaluation

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

Software Certification

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

RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES

Current State Employees

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

Former State Employees

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

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code § 10411)

Conflict with Present State Employees

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