

**REQUEST FOR APPLICATION (RFA)**

**0-5/Maternal Behavioral Health Initiative**

**RFA 0-5/MBH-001**

February 5, 2025

Behavioral Health Services

Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

<https://www.bhsoac.ca.gov>

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## INTRODUCTION

The Behavioral Health Services Oversight and Accountability Commission (BHSOAC or Commission), also known as the Commission for Behavioral Health (CBH), is awarding grants to local Community Based Organizations (CBO) that meet the behavioral health needs of birthing people and children aged 0-5/Maternal Behavioral Health population. The term Population used herein is inclusive of birthing people, children aged 0-5 and their parents and caregivers.

Awardees will be responsible for providing support services to this population and connecting them to other available services through a partnership approach. Awardees will enhance available systems of care for birthing people and children aged 0-5. The CBOs will be required to partner with various other CBOs and organizations to enhance the local system of care with the goal of reducing out-of-home placement, improving educational outcomes, identifying developmental delays, and behavioral health risks. This approach offers a wide range of opportunities informed by organizations who understand the nuanced needs of their specific communities and incentivizes the formation of partnerships with local child and birthing people serving agencies to implement a multi-faceted approach to supporting this population. The Applicant will be the lead and is responsible for initiating and developing the partnerships as required in this RFA as well as entering into subcontract agreements and/or Memorandums of Understanding with the partner organizations.

## PURPOSE

The purpose of this Request for Application (RFA) is to award $18 million in available Mental Health Wellness Act (MHWA) funds in order to reduce out-of-home placements, improve educational outcomes, identify developmental delays, and otherwise serve the behavioral health needs of the Population through the provision of support services to birthing people during pregnancy and to the family through infancy and early childhood.

It is expected that the CBOs will create partnerships at the local level to improve the system of care for behavioral health and development needs of the population. The CBO will be the lead and is responsible for initiating and developing the partnerships as required in this RFA as well as entering into subcontract agreements and/or Memorandums of Understanding with the partner organizations. Six (6) grants are available.

## BACKGROUND

In 2021, the Commission released a report on prevention and early intervention (PEI) entitled “WELL AND THRIVING Advancing Prevention and Early Intervention in Mental Health”. The report provided a vision and framework to guide PEI in mental health via the benefit of a whole community approach. It is recognized that early detection and intervention is key to improving health across the lifespan, and the earliest intervention involves creating healthy, safe environments for families even before a baby is born. In 2018, Senate Bill 1004 identified priorities for local PEI that included: programs that target children who are at risk of exposure to adverse and traumatic events; strategies to reach underserved cultural populations and address barriers related to racial, ethnic, cultural, language, gender, age, economic, or other disparities; and the use of evidence-based approaches to increase early detection of mental health symptoms.

Through its 2024-2027 Strategic Plan, the Commission has adopted an approach that centers on incentivizing best practices and scaling strategies and services that address gaps and barriers within the behavioral health system. The strategic plan goals identified by the Commission are meant to serve as guidelines for a decision-making framework for opportunities to support initiatives and programs. Examples of this include the following reports and activities: *Catalyzing Best Practice Networks* through Early Psychosis Intervention programs; *Inspiring Innovation and Learning* realized through efforts to enhance outcomes in Full-Service Partnerships; *Champion Vision into Action* realized in part through a Substance Use Disorder Pilot; and *Relentlessly Drive Expectations* through a series of advocacy initiatives and CBO contracts. The Strategic Plan and these reports can be found on the Commission’s website.

Over the past five years the state of California has made historic investments in the behavioral health needs of children and youth. The Behavioral Health Student Services Act, California Advancing and Innovating Medi-Cal (CalAIM), Children and Youth Behavioral Health Initiative (CYBHI), Family First Prevention Services and Community Pathways, are examples of the state’s commitment to support the well-being of children and youth and ensure services reach the most marginalized children and youth. In alignment with these goals, this grant project will provide funding to local Community Based Organizations that serve children aged 0-5 and their families by connecting them to available services through a partnership approach, with the goal of reducing out-of-home placement and supporting home and community environments that support learning readiness.

As a result of this work effort, the Commission approved $18 million in MHWA grants to address the needs of the Population. This opportunity would require a lead Community Based Organization to form partnerships with County Behavioral Health Departments, Social Service Agencies, regional centers, school districts, pre-K programs, birth centers, and other child and birthing people serving programs to develop wrap-around service-oriented teams for birthing people and their families, including prenatal care through infancy. Lead CBOs must provide services to prevent out-of-home placement, reduce school failure, and/or serve birthing people and families prior to birthing through infancy. This could include doulas, midwives, home visit networks, or other wrap-around services. The Commission will provide Technical Assistance, Landscape Analysis and Evaluation (TA Provider) through a separate solicitation.

## KEY ACTION DATES

Key actions, including dates and times for this RFA, are presented in the chart below. An addendum to this RFA will be released if any of these dates are changed.

**Table 4-1: Key Action Dates**

|  |  |
| --- | --- |
| **Action** | **Action Date & Time** |
| RFA Release | 02/05/2025 |
| Bidder Conference | 02/12/2025 |
| Deadline for Written Questions | 02/19/2025 |
| Distribute Responses to Questions  | 02/25/2025 |
| Deadline to Submit Applications | 03/28/2025 by 12:00 pm (pacific) |
| Notice of Intent to Award\* | 04/24/2025 |

*\* Dates after Deadline to Submit Proposals are estimates and may be changed by the Commission without the issuance of an addendum.*

1. **RFA RELEASE**

The RFA will be posted on the Commission’s website at: [www.bhsoac.ca.gov](http://www.bhsoac.ca.gov).

1. **BIDDER CONFERENCE**

The Commission will host a bidder conference via Zoom to walk through the RFA. The purpose is to provide an opportunity for Applicants to ask specific questions about the solicitation and the procurement process and to request clarification on components outlined in the RFA. It is not a mandatory requirement that Applicants attend.

Oral responses provided by the Commission during the Bidder Conference shall not be binding on the Commission. If questions are asked at the Bidder Conference, Applicants will be asked to follow-up and submit the question(s) in writing to receive a formal response. Use Attachment 16, Questions Template, to submit your questions. Answers to these questions will be published in a questions and responses set.

**Bidder Conference**
Wednesday, February 12, 2025
9:00AM

[https://mhsoac-ca-gov.zoom.us/j/83577663153](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fmhsoac-ca-gov.zoom.us%2Fj%2F83577663153&data=05%7C02%7Cgregg.fukuhara%40bhsoac.ca.gov%7C6adf4306a2fe4a08de2308dd40b4a6ca%7C8ad5ab38563f410fb00eadbad5ebca9b%7C0%7C0%7C638737866820269068%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=88b%2FerEbCqekDB4cxqz7U4kaFC3pbzYrVpduSdj6Gqk%3D&reserved=0)

Meeting ID: 835 7766 3153
1 (719) 359-4580

1. **DEADLINE FOR WRITTEN QUESTIONS**

All questions must be submitted directly to the Commission via email to: procurements@bhsoac.ca.gov by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFA 0-5/MBH-001**. Use Attachment 16, Questions Template, to submit questions. At its discretion, the Commission reserves the right to contact candidates to seek clarification of any inquiry received.

1. **DISTRIBUTE QUESTIONS AND RESPONSES**

All questions submitted in writing will be answered in writing by the Commission. The questions and responses will be posted on the Commission’s website ([www.bhsoac.ca.gov](http://www.bhsoac.ca.gov)) by the deadline listed in Table 4-1 above.

The Commission may change the RFA as a result of the Question/Response process, in the form of an Addendum. Please note that oral information to or from the Commission will not be binding unless it is confirmed in writing.

1. **DEADLINE TO SUBMIT APPLICATIONS**

Applications must be submitted electronically to the Commission, via e-mail, to: procurements@bhsoac.ca.gov by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFA 0-5/MBH-001**.

1. **NOTICE OF INTENT TO AWARD**

The Notice of Intent to Award will be announced at the April 2025 Commission meeting, if a meeting is held, and posted on the Commission’s website ([www.bhsoac.ca.gov](http://www.bhsoac.ca.gov)) by the date listed in Table 4-1 above.

## GRANT TERM AND FUNDING

* 1. **FUNDING**
		1. Funding in the total amount of $18 million is available through this procurement. If additional funds become available, the Commission reserves the right to modify any grant contract to add additional funds. Awards will be based on the same criteria stated in this procurement.
		2. Unspent funds and unspent accumulated interest held by the grantees will be monitored and may be returned to the Commission unless there is an approved plan to fully expend these amounts.
		3. Undisbursed funds, held by the Commission, may result in a reduction of grant funding unless there is an approved plan to fully expend these amounts.
	2. **GRANT CYCLE**
		1. Grants will be awarded for a three-year, six-month grant cycle. The first six (6) months are considered the planning phase, and the remaining three (3) years are considered the program operations phase. Funds will be allocated during the planning phase in two (2) installments, $100,000 at contract execution and $100,000 mid-way through the planning phase. The remaining funds will be allocated in quarterly payments for the program operations phase. Grant disbursements will be subject to the Grantee’s compliance with the RFA requirements as submitted through their application, which will be incorporated into the contract. Applicant may propose a shorter planning phase if there is assurance that all planning activities can be completed in less than six (6) months.
		2. In order to assist the Grantees in managing their contract there will be monthly check-in meetings either in-person, by phone or some other agreed-upon arrangement. The intent is for the Grantee to provide a status on their program including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues.
		3. The Commission may withhold funds from a Grantee who fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If a Grantee finds itself in this position, the Grantee shall immediately contact the Commission and provide a mitigation plan to address the contractual program deficiency. The Commission may withhold funds until an agreed upon mitigation plan is submitted and accepted by the Commission.
		4. If a mitigation plan is not submitted or if it has not been accepted, the Commission reserves the right to reduce a grant award by the amount of any unexpended funds.
	3. **GRANT APPORTIONMENT**
		1. The Commission will apportion the funds based on county population.
			1. Populations are designated into three (3) sizes: Small, Medium, and Large.
			2. Population data is from the Department of Finance. <https://dof.ca.gov/wp-content/uploads/sites/352/Forecasting/Demographics/Documents/E-1_2024_InternetVersion.xlsx>
		2. Population Designations
			1. Population is per county based on headquarters/main location of the Applicant, as follows:
				1. Small (Less than, or equal to 200,000)
				2. Medium (Greater than 200,000 – 750,000)
				3. Large (Greater than 750,000)
			2. Grant Funding are assigned to each of these population designations as shown in Table V-1
			3. A list of county population designations is provided below.

**Small Designation**

(≤ 200,000)

|  |  |
| --- | --- |
| **County** | **Population** |
| Alpine | 1,179 |
| Amador | 39,611 |
| Calaveras | 44,842 |
| Colusa | 21,743 |
| Del Norte | 26,345 |
| El Dorado | 188,583 |
| Glenn | 28,736 |
| Humboldt | 133,100 |
| Imperial | 182,881 |
| Inyo | 18,856 |
| Kings | 152,627 |
| Lake | 67,001 |
| Lassen | 28,197 |
| Madera | 159,328 |
| Mariposa | 16,966 |
| Mendocino | 89,476 |
| Modoc | 8,484 |
| Mono | 12,861 |
| Napa | 135,029 |
| Nevada | 100,177 |
| Plumas | 18,841 |
| San Benito | 65,853 |
| Shasta | 179,195 |
| Sierra | 3,171 |
| Siskiyou | 43,409 |
| Sutter | 100,110 |
| Tehama | 64,308 |
| Trinity | 15,915 |
| Tuolumne | 54,407 |
| Yuba | 83,721 |

**Medium Designation**

(> 200,000 – 750,000)

|  |  |
| --- | --- |
| **County** | **Population** |
| Butte | 205,928 |
| Marin | 252,844 |
| Merced | 287,303 |
| Monterey | 437,614 |
| Placer | 412,844 |
| San Luis Obispo | 278,469 |
| San Mateo | 741,565 |
| Santa Barbara | 443,623 |
| Santa Cruz | 262,572 |
| Solano | 446,426 |
| Sonoma | 478,152 |
| Stanislaus | 548,744 |
| Tulare | 478,918 |
| Yolo | 221,666 |

**Large Designation**

(> 750,000)

|  |  |
| --- | --- |
| **County** | **Population** |
| Alameda | 1,641,869 |
| Contra Costa | 1,146,626 |
| Fresno | 1,017,431 |
| Kern | 910,300 |
| Los Angeles | 9,824,091 |
| Orange | 3,150,835 |
| Riverside | 2,442,378 |
| Sacramento | 1,578,938 |
| San Bernardino | 2,181,433 |
| San Diego | 3,291,101 |
| San Francisco | 843,071 |
| San Joaquin | 791,408 |
| Santa Clara | 1,903,198 |
| Ventura | 823,863 |

* + 1. Grants will be awarded based on the following population designations:

|  |  |  |  |
| --- | --- | --- | --- |
| **Population Designation** | **Number of Grants** | **Amount of each Grant** | **Total** |
| Small | 2 | $2,000,000 | $4,000,000 |
| Medium | 2 | $3,000,000 | $6,000,000 |
| Large | 2 | $4,000,000 | $8,000,000 |
| **TOTAL** |  |  | **$18,000,000** |

* + - 1. Applicants’ population designation will be determined based on the address listed on the Grant Application Cover Sheet (Attachment 1)
		1. Allowable Costs
			1. Grant funds must be used as proposed in the application and subsequent grant agreement approved by the Commission.
				1. Allowable costs include:

Personnel costs.

Program costs including, but not limited to, services, training, technology, data collection, capital outlay, and supplies and goods that pertain to providing services under this grant.

Administration costs, limited to 15% of the total grant.

All costs must be directly related to supporting the proposed program as outlined in the application.

* + - * 1. Grant funds may be used to supplement, but not supplant, existing financial and resource commitments of the applicant for their proposed program unit.
				2. Grant funds cannot be used for or transferred to any other purposes other than the stated purpose of the grant.
				3. All expenditures may only be used to support the proposed program funded by the grant.
	1. **AWARD PROCEDURES**
		1. Funds will be awarded as follows:
			1. Applicants will compete based on their population designation
			2. The top two (2) highest scoring applications in each population designation will receive a grant.
			3. If there are less than two (2) compliant applications in any population designation, the remaining unawarded funds may be awarded as grants to the next highest scoring application in any other the other population designation.
			4. If there are not enough funds to award a full grant, a partial grant may be awarded.
			5. The Commission reserves the right to determine the best allocation of unawarded funds which best meets the goals and objectives of this RFA. Options include but are not limited to award additional grants (full and/or partial), increase the award amount to winning grantees, increasing the amount for the TA Provider contract, or some other expenditure that further supports the goals and objectives of this grant.
		2. Following the award, the Applicant will be required to enter into a written Grant Agreement with the Commission. (See Appendix 1.)
		3. The Commission reserves the right to negotiate to finalize any grant contract.

## SCOPE OF WORK

This RFA allows all CBOs to apply as long as they meet the goal of providing support services to the Population. The applicant CBO will be the lead agency and is responsible for initiating and developing the partnerships as required in this proposal as well as entering into subcontracts or Memorandums of Understanding with the partner organizations.

1. **GOALS AND OBJECTIVES**
	1. The goal of this grant is to reduce school failures, prevent out-of-home placements, identify developmental delays and behavioral health risks, and serve the Population prior to birth and through infancy and early childhood by creating partnerships between CBOs and county behavioral health and child welfare agencies to build a stronger system of care, including access to local and state level wraparound services.
	2. A specific objective of this grant is to leverage services provided through the State funded by funded Children and Youth Behavioral Health Initiatives (CYBHI) <https://cybhi.chhs.ca.gov/>).
2. **GRANTEE’S RESPONSIBILITIES**
	1. Partner with county Behavioral Health Departments and other local government agencies; and with other CBOs that are delivering healthcare, behavioral healthcare and support services to the Population.
	2. Partner with other local CBOs to provide support services related to maternal behavioral health (mental health and SUD) and the 0-5 population
		1. Each Grantee is required to partner with another local CBO(s).
			1. Small county designation requires partnering with at least one (1) local CBO.
			2. Medium county designation requires partnering with at least two (2) local CBOs.
			3. Large county designation requires partnering with at least three (3) CBOs.
		2. Local CBOs role and responsibility will be to provide services that are different from the other CBOs in the partnership to form wrap-around services for this population
		3. Formalize the relationships with the Local CBOs during the planning phase with an MOU, contract or some other signed agreement.
			1. The expectation is that the Grantee will pay the Local CBO during the grant term.
		4. Allow the Commission to meet with the Local CBOs during the planning phase.
			1. Commission reserves the right to request changes to local CBOs if they are not performing the duties based on the requirements in this RFA
	3. Statewide Collaboration Meetings
		1. Grantees shall participate in learning collaboration meetings with the other grantees and the TA Provider to discuss strategies, opportunities, and resources that aid in this work. The meetings will be facilitated by the TA Provider and may include presentations by the grantees.
	4. Agree to work collaboratively with the Commission and the TA Provider.
3. **EVALUATION**
	1. Grantees shall collect data for program evaluation purposes and share with the Commission and TA Provider.
	2. Specific data will be defined by the Commission and/or TA Provider.
4. **REPORTING**
	1. Monthly Check-In
		1. Grantee shall have monthly check-in communications with Commission staff. This can be done through a telephone or video call, as agreed by the Commission and Grantee. The intent is a quick communication status on the progress toward implementing the workplan. These check-ins provide an opportunity for the Grantee to discuss progress ahead of the quarterly reports. There is no report required for the monthly check-in.
	2. Quarterly Meetings
		1. Grantee shall meet with Commission staff on a quarterly basis to discuss the contents of the most recent Quarterly Report and topics related to the report. The Grantee and Commission staff will coordinate on meeting times.
		2. Grantee shall submit quarterly reports within 30 days of the quarter end date that outline the efforts underway for all activities in the Workplan, as well as the outcomes of each completed activity.
		3. The quarterly report shall include at least the following:
			1. Status of implementing the program.
			2. Status of hiring staff, if applicable.
			3. Identification of any bureaucratic barriers that prevent service delivery
			4. Identification of any funding challenges and potential sustainability strategies.
			5. Identification of any local/state policy changes needed to promote the effectiveness of service delivery.
			6. What implementation steps were most difficult (should this be in the annual / final report? – Also, should ask for mitigations.)
			7. Final details of the quarterly report will be agreed to by the Commission and grantee.
	3. Annual Report
		1. Grantee shall submit an annual report within 30 days of the end of each grant year. The annual report is a “year-in-review” that will include information and data obtained from completing activities in the workplan throughout the year. The report will capture experiences, stories, successes, and challenges from members of the population.
		2. The report shall include at least the following:
			1. The number of clients served, and the support services requested and/or provided.
			2. Identified behavioral health needs of the Population and innovative strategies to meet the needs.
			3. Barriers to providing quality support services to children ages 0-5 and effective maternal behavioral health care.
			4. Experience in accessing county services for the population served.
			5. Recommendations on policies and community interventions for transforming the behavioral health system to better meet the needs of the Population.
			6. Specific information on what has been learned through this grant including successes and challenges.
			7. Final details of the annual report will be agreed to by the Commission and grantee.
		3. Grantees shall report all grant expenditure information to the Commission in an Annual Fiscal Report within 30 days after the end of each grant year. Funds awarded to a Grantee that are unspent within the grant term, and unspent accumulated interest, must be remitted to the Commission within 30 days after the end of the grant term.
	4. Final Report
		1. Grantees shall provide a final report within 30 days of the third grant year.
		2. The report shall include, but not be limited to the following:
			1. Statistics and data analytics identified by the TA Provider.
			2. Trending support services requested.
			3. Challenges faced by this population.
			4. Success stories.
			5. Benefits to the partnership approach of providing services.
			6. Recommendations for future work for the age 0-5 population.
	5. Other Requirements
		1. Grantees shall engage in ongoing communication with the Commission and relevant constituents regarding progress within all facets of this project which may include the following:
			1. Maintain ongoing interaction with Commission staff and other Commission constituents.
			2. Participate in briefing calls with Commission staff to discuss project progress.
			3. Provide updates and presentations to the Commission.
			4. Develop and provide a plan for dissemination of deliverables to Commission community partners and other interested parties.

## INFORMATION REQUIRED IN THE APPLICATION

The following information is required for all Applications.  Attachments are provided to respond to all of the requirements.  The fields are expandable. Applications must provide a response to all requirements. Responses should be succinct and to the point of responding to the requirement. There are no additional points for the length of a response. If there is a requirement that an Applicant deems “Not Applicable,” the Applicant must respond that the requirement is “Not Applicable” and provide a reason to support the statement.

1. **APPLICATION COVER SHEET (ATTACHMENT 1)**
	1. Enter the Applicant’s Name and other requested information.
		1. The population designation applied for will be based on the Applicant’s address.
	2. Provide the signature of someone authorized by the organization to enter into a contract and to attest that all information included in the application is true and accurate. Electronic signatures are accepted.
	3. Provide a Program Coordinator contact designated to receive all communications.
2. **MINIMUM QUALIFICATIONS (ATTACHMENT 2)**

Each of the minimum qualifications below must be met by the Applicant. The Applicant must include documentation and reference the documentation within the application that verifies each qualification. The purpose of establishing these minimum qualifications is to ensure that the entities submitting an application have adequate experience and capacity to perform the duties as outlined in the RFA.

* 1. Be an established CBO which has been in operation for at least two (2) years and has experience providing services that reduce out-of-home placement or other negative outcomes of behavioral health illness for birthing people and children ages 0-5.
		1. Provide support.
	2. Be a non-profit organization, registered to do business in California.
		1. Evidence that Applicant is registered to do business in California. Support can be provided with a copy or screen shot of your California Secretary of State certification showing an “Active Status”. This can be found at https://bizfileonline.sos.ca.gov/search/business
1. **APPLICANT BACKGROUND (ATTACHMENT 3)**

Provide a response to the following:

* 1. How long has your organization been in existence?
		1. Provide support.
	2. Describe your organization’s experience in providing behavioral health support services to birthing people and children ages 0-5.
		1. State the number of years these services have been provided.
	3. How many staff are employed by your organization? This does not include volunteers or contractors.
	4. Describe your experience working with managed care plans for reimbursements.
		1. Identify all of the managed care plans that you have worked with.
	5. Describe your experience collaborating with county agencies to provide support services for the Population, specifically: Behavioral Health, Child Welfare Services, Social Service Agencies, County First 5 and/or County Resource Centers.
		1. Identify all of the agencies that you have collaborated with.
		2. Provide a reference from each organization listed confirming the collaboration.
	6. Describe the cultural responsiveness training that is provided to staff.
	7. List the languages in which services are provided.
	8. Describe the resources that are available for clients that require language access other than those you currently provide.
1. **PROPOSED WORKPLAN (ATTACHMENT 4)**

Provide a response to the following:

* 1. Provide a workplan as to how the funds will be used to create the partnership and provide services.
	2. Include a timeline that identifies milestones from the planning phase through the operations phase.
	3. Identify all members of the proposed partnership including local government agencies, CBOs, and any other organization.
		1. Identify the services each one will provide.
		2. Describe the experience each has in providing the service (excluding government agencies).
	4. Explain how the proposed support services will:
		1. Reduce school failures.
		2. Prevent out-of-home placements.
		3. Serve birthing people and their children prior to birth and through infancy and early childhood (ages 0-5).
		4. Otherwise meet the Purpose of this RFA.
	5. Explain how CYBHI related services or other state funding sources can be leveraged.
	6. Local CBOs
		1. For each proposed Local CBO, provide a signed Letter of Commitment that if awarded the grant, the CBO will enter into a formal agreement to partner in support of this grant.
		2. This will be due during the planning phase and the Commission will identify certain language that needs to be included in the agreement.
		3. Proposing CBOs beyond the minimum required for each population designation will receive incentive points.
1. **REFERENCES (ATTACHMENT 5 ,6 and 7)**

Three (3) types of references are required with your proposal. Please carefully read was as to what is required and the number of references for each. All references shall be from activities performed within the last two (2) years.

1. Collaborating with county agencies, specifically Behavioral Health, Child Welfare Services, Social Service Agencies, County First 5, and/or Family resource centers. (ATTACHMENT 5)
	1. A reference is required from each county agency that has collaborated with the Applicant.
	2. The reference is to confirm the collaboration.
	3. The reference shall be from a representative of the county agency.
2. Organizations that have partnered with the Applicant in providing services for the Population. (ATTACHMENT 6)
	1. Two (2) references are required from organizations that have worked with the Applicant in providing services to birthing people and children ages 0-5.
	2. The same organization cannot be used for both references.
	3. The references will attest that they worked with the Applicant and provide an objective assessment of the services that were performed.
3. A family member and/or parent of a child aged 0-5 who received support services from the Applicant. (ATTACHMENT 7)
	1. Two (2) references are required from a family member and/or parent of a child aged 0-5 who received services from the Applicant.
	2. The same family member and/or parent cannot be used for both references.
	3. The references will attest that they received services from the Applicant and provide an objective assessment of the services that were performed.
4. **PROPOSED BUDGET (ATTACHMENT 8) and NARRATIVE (ATTACHMENT 9)**
	1. Provide a proposed budget totaling up to the total grant amount for the population designation applying for. This is considered a proposed budget for assessment purposes only. The budget will be refined during the planning phase based on Commission and/or TA Provider input.
		1. Proposed Budget (Attachment 8)
			1. Include all costs to be funded by the grant.
			2. Enter all amounts for the Planning Phase and Grant Year 1, 2, and 3 (grant term).
				1. The Planning Phase budget is fixed at $200,000.
			3. This is the proposed budget for assessment purposes that will be used to manage the grant over the grant term.
			4. Refer to Attachment 8-1 for the Budget Worksheet Instructions.
			5. Budget Requirements:
				1. List all costs being supported by the Grant.
				2. List the costs per Grantee staff, if applicable,
				3. List the costs per contractor or other non-staff contracted services, if applicable,
				4. List costs provided to each Local CBO,
				5. List all other non-staff and non-contracted costs (e.g., training, technology, facilities, data collection, and supplies and goods),
				6. Administration costs are limited to 15% of the total grant.

Small population designation = $300,000.

Medium population designation = $450,000.

Large population designation = $600,000.

* + 1. Proposed Budget Narrative (Attachment 9)
			1. In conjunction with the Proposed Budget (Attachment 8), Applicants must complete the Proposed Budget Narrative (Attachment 9) with a description of the types of costs that are planned to be incurred by the Applicant including the following, if applicable:
				1. Hire Staff

For each staff listed, explain their role is in the program,

Explain how the cost was determined, including what is included in the cost,

State the proposed hiring month.

* + - * 1. Hire Contractors, Subcontractors, or Other Non-Staff

For each Contractors, Subcontractors, or Other Non-Staff listed, explain their role is in the program,

Explain how the cost was determined, including what is included in the cost,

State the proposed hiring month.

Note – Partner CBO costs would go here

* + - * 1. Other Costs (non-staff and non-contracted services)

For each line item, explain what is planned to be purchased and how it will be used to support the program,

Explain how the cost was determined, including what is included in the cost.

State the proposed purchase month.

1. **BIDDER DECLARATION (GSPD-05-105) ATTACHMENT (ATTACHMENT 10)**
2. The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>. This document will be used to identify all subcontractors in the proposal.
3. **CONTRACTOR CERTIFICATIONS CLAUSES (CCC-307) (ATTACHMENT 11)**
	1. Required certification to enter into a contract with the State.
4. **DARFUR CONTRACTING ACT CERTIFICATIONS (ATTACHMENT 12)**
5. Effective January 1, 2009, Public Contract Code sections 10475, et. seq.; Stats. 2008, Ch. 272, requires that all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.
6. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a Proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).
7. Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or Proposal to a State agency. (See option #1 on ATTACHMENT 12).
8. A scrutinized company may still, however, submit a bid or Proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See option #2 on ATTACHMENT 12).
9. **PAYEE DATA RECORD (STD 204) (ATTACHMENT 13)**
10. The Payee Data Record (STD 204) is required to receive a payment from the State of California and is completed in lieu of an IRS W-9 or W-7. The information provided is used to populate the check (warrant) when payments are made. In addition, the information is used for California state agencies to prepare Information Returns (Form 1099)
11. **GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) (ATTACHMENT 14)**
12. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
13. Bidder / Offeror / Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.
14. The State has developed a [GenAI Reporting and Factsheet](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.documents.dgs.ca.gov%2Fdgs%2Ffmc%2Fpdf%2Fstd1000.pdf&data=05%7C02%7Cgregg.fukuhara%40mhsoac.ca.gov%7Ce114841b3fd6459b5c0f08dc9a05798c%7C8ad5ab38563f410fb00eadbad5ebca9b%7C0%7C0%7C638554595532953940%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=GTeKzrWx3dFRnqvOrVJkYz5DfuxRmy%2Bn8DGnawyw%2Foc%3D&reserved=0) (STD 1000) to be completed by the Bidder / Offeror / Contractor.
15. Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder / Offeror / Contractor.
16. Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.
17. Upon receipt of a Bidder / Offeror / Contractor GenAI Reporting and Factsheet (STD 1000), the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

## APPLICANT INSTRUCTIONS

* 1. **APPLICANT ADMONISHMENT**

This solicitation will follow an approach designed to increase the likelihood that Applicants have a full understanding of the requirements before attempting to develop their application.

It is the Applicant’s responsibility to:

* + - 1. Carefully read the entire solicitation,
			2. Ask appropriate questions in a timely manner, if clarification is necessary,
			3. Submit all required responses by the deadlines,
			4. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed, and
			5. Carefully re-read the entire solicitation before submitting an application.

Applications are to be prepared in such a way as to provide a straightforward, concise explanation of capabilities to satisfy the requirements of this RFA. Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFA instructions, responsiveness to the RFA requirements, and on completeness and clarity of content.

Applicants are encouraged to submit their proposal in either a Word format or a searchable PDF format. Applicants are responsible for ensuring all pages, attachments and signatures are included in the applications. In addition, Applicant is responsible for ensuring all pages on the application are legible.

Applications must comply with all RFA requirements. Before submitting a response to this RFA, Applicants should review the application, correct all errors, and confirm compliance with the RFA requirements. Not complying with the RFA requirements is cause for a application to be rejected. The Commission reserves the right to contact an Applicant about any errors and/or omissions in the application.

* 1. **WRITTEN QUESTIONS**

Written questions must be submitted by email to procurements@bhsoac.ca.gov, using ATTACHMENT 16, Questions Template. Email subject line shall be **RFA 0-5/MBH-001**. Only questions submitted in writing and answered in writing by the Commission shall be binding and official. All written questions submitted by the deadline, specified in the Key Action Dates (Table 4-1), will be responded to by the Commission. At its discretion, the Commission reserves the right to contact an Applicant to seek clarification of any inquiry received.

Any changes to the RFA will be made in the form of an addendum. Please note that no verbal information given will be binding upon the Commission unless such information is confirmed in writing.

The Commission’s website ([www.bhsoac.ca.gov](http://www.bhsoac.ca.gov)) will be the official means to communicate with prospective Applicants. Information and ongoing communications for this solicitation will be posted on the website.

* 1. **SOLICITATION DOCUMENT**

This solicitation document includes, in addition to an explanation of the Commission’s requirements which must be met, instructions which prescribe the format and content of bids to be submitted and the model of the contract to be executed between the Commission and the successful Applicant.

If an Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Applicant shall immediately notify the Commission by email at procurements@bhsoac.ca.gov of such error in writing and request clarification or modification of the document.

If the solicitation document contains an error known to the Applicant, or an error that reasonably should have been known, the Applicant shall bid at its own risk. If the Applicant fails to notify the Commission of the error prior to the date fixed for submission of bids, and is awarded the contract, the Applicant shall not be entitled to additional compensation or time by reason of the error or its later correction.

* 1. **CONFIDENTIALITY**

Applicant’s material becomes public only after the Notice of Intent to Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the California Public Records Act, Government Code Section 6250 et seq., the Commission will independently assess whether it is exempt from disclosure.

The Applicant should be aware that marking a document “confidential” or “proprietary” in a bid may exclude it from consideration for award and will not keep that document from being released after Notice of Intent to Award as part of the public record.

* 1. **ADDENDA**

The Commission may modify the solicitation prior to contract award by issuance of an addendum. The addendum will be published on the Commission’s website.

* 1. **RFA CANCELLATION**

If it is in the State’s best interest, the Commission reserves the right to do any of the following:

1. Cancel this RFA,
2. Amend this RFA as needed, or
3. Reject any or all applications received in response to this RFA.
	1. **APPLICANT’S COST**

Costs for developing the application is the responsibility entirely of the Applicant and shall not be chargeable to the Commission.

* 1. **SIGNATURE OF BID (APPLICATION)**

A cover letter (which shall be considered an integral part of the application), and any bid form requiring signature, must be signed by an individual who is authorized to bind the bidding organization contractually. Electronic signatures will be accepted for the submission of an application. The signature block must indicate the title or position that the individual holds in the bidding organization. An unsigned application may be rejected.

* 1. **FALSE OR MISLEADING STATEMENTS**

Applications which contain false or misleading statements may be rejected. If, in the opinion of the Commission, such information was intended to mislead the Commission in its scoring of the bid, and the attribute, condition, or capability is a requirement of this solicitation document, it will be the basis for rejection of the application.

* 1. **DISPOSITION OF APPLICATIONS**

All materials submitted in response to this solicitation will become the property of the State of California and will be returned only at the Commission’s option and at the Applicant’s request. A copy of the Application shall be retained for official files and will become a public record after the Notice of Intent to Award is posted. However, materials the Commission considered as confidential information will be returned upon request of the Applicant.

* 1. **MODIFYING OR WITHDRAWAL OF APPLICATION**

An Applicant may, by letter to the Procurement Official, withdraw or modify a submitted application before the deadline to submit applications. Applications cannot be changed after the deadline to submit. Submit all requests to procurements@bhsoac.ca.gov

* 1. **IMMATERIAL DEFECT**

The Commission may waive any immaterial defect or deviation contained in an Applicant’s application. The Commission’s waiver shall in no way modify the application or excuse the successful Applicant from full compliance.

* 1. **APPEAL**

This RFA is solicited in accordance with the Welfare and Institutions Code Section 5897(f) which exempts the Commission from the Public Contract Code and the State Administrative Manual and the Department of General Services approval. Therefore, the provisions to appeal the award of a contract under this RFA shall be as stated below.

There is no basis for appeal if the Commission rejects all applications based on the best interest of the State or if the Commission cancels the RFA. Only an Applicant who submitted an application to this RFA may appeal the award of a contract under this RFA.

An Intent to Appeal letter from an Applicant must be received at the following address no later than 3:00pm (Pacific Time) five (5) working days from the date of the posting of Notice of Intent to Award. The only acceptable delivery method for Intent to Appeal letter is by a postal service (United States Post Office, Federal Express, etc.). The Intent to Appeal letter cannot be hand delivered by the Applicant, faxed, or sent by electronic mail. Any Intent to Appeal letter received without an original signature and/or by a delivery method other than a postal service will not be considered.

Include the following label information and deliver your Intent to Appeal, in a sealed envelope:

Applicant Name

Street Address

City, State, Zip Code

INTENT TO APPEAL

RFA 0-5/MBH-001

Tom Orrock

Commission for Behavioral Health

1812 9th Street, Sacramento, California 95811

Within five (5) working days from the date the Commission receives the Intent to Appeal letter, the appealing Applicant must file with the Commission at the above address a Letter of Appeal detailing the grounds for the appeal. The only acceptable delivery method for the Letter of Appeal is by a postal service (United States Post Office, Federal Express, etc.). The Letter of Appeal cannot be hand delivered by the Applicant, faxed or sent by electronic mail. Any Letter of Appeal received without an original signature and/or by a delivery method other than a postal service will not be considered.

The Letter of Appeal must describe the factors that support the appealing Applicant’s claim that the appealing Applicant would have been awarded the contract had the Commission correctly applied the prescribed assessment rating standards in the RFA or if the Commission had followed the assessment and scoring methods in the RFA. The Letter of Appeal must identify specific information in the application that the Applicant believes was overlooked or misinterpreted. The Letter of Appeal may not provide any additional information that was not included in the original application. The Letter of Appeal cannot appeal the scoring of another Applicant’s application.

If a Letter of Appeal is filed, the contract shall not be awarded until the Commission has reviewed and resolved the appeal.

The Executive Director of the Commission, or designee, will render a decision in writing to the Appeal and the decision will be considered final. The written decision will be sent to the appealing Applicant via a postal service.

## SUBMISSION INSTRUCTIONS

This section contains the format requirements and instructions on how to submit an application. The format is prescribed to assist the Applicant in meeting State bidding requirements and to enable the Commission to assess each application uniformly and fairly. Applicant must follow all application format instructions, answer all questions, and supply all required documents.

1. **REQUIRED DOCUMENTS**

Applications must include all required attachments organized in the following order:

|  |
| --- |
| Attachment 1: Grant Application Cover Sheet |
| Attachment 2: Minimum Qualifications |
| Attachment 3: Applicant Background |
| Attachment 4: Proposed Workplan |
| Attachment 5: References (Agencies) |
| Attachment 6: References (Organizations) |
| Attachment 7: References (Parents/Families) |
| Attachment 8: Proposed Budget |
| Attachment 9: Proposed Budget Narrative |
| Attachment 10: Bidder Declaration (GSPD-05-105) |
| Attachment 11: Contractor Certification Clauses (CCC-307) |
| Attachment 12: Darfur Contracting Act Certification (if applicable) |
| Attachment 13: Payee Data Record (STD 204) |
| Attachment 14: Generative Artificial Intelligence (GenAI) |
| Attachment 15: Final Submission Checklist |

Applications that do not include all of the above listed items, including proper signatures when required, shall be deemed non-compliant. ***A non-compliant proposal is one that does not meet the basic proposal requirements and may be rejected***.

1. **REQUIRED PROPOSAL FORMAT**

Proposals must be submitted electronically to:

procurements@bhsoac.ca.gov
Subject Line: **RFA 0-5/MBH-001**

Applications may be submitted in either Word or PDF format. If submitting in PDF format, a readable PDF format is preferable. Application should have a Table of Contents and page numbers on each page. Applications must comply with all RFA requirements. Before submitting a response to this RFA, Applicants should review the application, correct all errors, and confirm compliance with the RFA requirements. Not complying with all of the RFA requirements is cause for a proposal to be rejected.

Due to file size restrictions, please ensure the Application does not exceed 25mb in size. If it does, please consider reducing the size of the file, while still maintaining the integrity of the contents, or sending multiple files to complete your submission. If submitting multiple files, all files must be received by the date and time listed on the Key Action Dates in Table 4-1. It is recommended that Applicant submit a follow-up email to ensure the Commission has received the complete application submission.

The Commission reserves the right to contact any Applicant to ensure a complete application was received, including clarification of submitted items.

1. **LATE SUBMISSIONS**

Late applications will not be accepted. Applicants assume all risk of late submission. Applications received after the deadline will be rejected without review. Incomplete submissions may also be rejected without review.

## SCORING PROCESS

The following information is required for all Applications.

1. **APPLICATION SCORING**

Applications will be assessed and scored based on their response to the information requested in this RFA. All elements of the RFA require a response unless otherwise indicated. Assessment will be conducted based on consensus scoring of the Assessment Panel. The entire procurement process, from issuance of the RFA to the receipt of proposals and scoring of the proposals until completion of the competitive process, with the issuance of the Notice of Intent to Award is confidential. All Applications and the final assessment and scoring sheet will be considered public documents upon completion of the competitive process and the issuance of the Notice of Intent to Award.

Applications will be assessed as follows:

#### Administrative Review

Initially, each Application will be reviewed by the Commission for the presence of all required documents as listed in Section 7. In addition, the Grant Application Cover Sheet (Attachment 1) and the Minimum Qualifications (Attachment 2) will be reviewed for completeness. The review will be scored on a pass/fail basis. Those Applications that pass the Administrative Review move on to the Technical Review. Those Applications that do not meet the requirements of Administrative Review will be deemed non-compliant and will not be eligible to receive an award.

#### Technical Review

Each application will be assessed and scored based on the Applicant’s response to each requirement. The Assessment will be based on meeting all aspects of the following requirements:

* Attachment 3: Applicant Background
* Attachment 4: Proposed Workplan
* Attachment 5: References (Agencies)
* Attachment 6: References (Organizations)
* Attachment 7: References (Parents/Families)
* Attachment 8: Proposed Budget
* Attachment 9 – Proposed Budget Narrative

**Total Points Available:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| 1 | Administrative Review | Pass/Fail |
| 3 | Applicant Background | 2,900 |
| 4 | Proposed Workplan | 4,100 |
| 5 | References | 3,000 |
| 6 | Proposed Budget  | 2,000 |
| **6** | **Total Assessment Points** | **12,000** |

**Assessment Criteria**

The following criteria will be used, where applicable:

|  |  |  |
| --- | --- | --- |
| **No.** | **Criteria** | **Definition** |
| 1 | Clarity | The ease at which the information presented is understood. |
| 2 | Reasonableness | The reasonableness of the information presented being accomplished successfully and is in alignment with the requirement. |
| 3 | Completeness | The thoroughness of a response in addressing a requirement. |
| 4 | Alignment with current functions being performed by Applicant. | Focus is on activities that have proven successful in the past for the organization. |

**Scoring**

|  |  |  |  |
| --- | --- | --- | --- |
| **Minimally addresses the requirement**(25% or less) | **Partially meets the requirement**(Less than 50%) | **Partially meets the requirement**(More than 50%) | **Fully meets the requirement**(At least 90%) |
| 1 | 2 | 3 | 5 |

Each Assessment Criteria used will be given a score of 0, 1, 2, 3, or 5. Scores will be converted to points. Multiple Assessment Criteria may be used for each requirement. See Assessment Scoring Detail.

**Assessment Scoring Detail**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement\*** | **Points Available** |
| **APPLICANT BACKGROUND** |  |
| C.1. | How long has your organization been in existence?*Scoring Criteria: Clarity and Reasonableness**(Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| C.1.a. | Provide support.*Scoring Criteria: Clarity and Reasonableness**(Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| C.2. | Describe your organization’s experience in providing behavioral health services to birthing people and children ages 0-5.*Scoring Criteria: Clarity and Reasonableness**(Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| C.2.a. | State the number of years these services have been provided.*Scoring Criteria: Clarity and Reasonableness**(Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| C.3. | How many staff are employed by your organization? This does not include volunteers or contractors.*Scoring Criteria: Clarity and Reasonableness**(Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| C.3.Calc | Staff employedPoints will be awarded based on the ratio of staff employed by the organization (C.3.) compared to the organization with the most staff employed multiplied by the points available (100)*Calculation: Number of staff* employed by the organization */ Number of staff employed by the organization with the most staff x 100 points**(Example: Applicant A has 5 staff. Applicant B has 10 staff, which is the most out of all Applicants. Applicant A would be awarded the following points: 5 / 10 x 100 points = 50 points)* | 100 |
| C.4. | Describe your experience working with managed care plans for reimbursements.*Scoring Criteria: Clarity and Reasonableness**(Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| C.4.a. | Identify all of the managed care plans that you have worked with.*(Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| C.4.a. Calc | Managed Care PlansPoints will be awarded based on the ratio of the number of managed care plans (C.4.a.) compared to the organization with the most managed care plans multiplied by the points available (300)*Calculation: Number of managed care plans listed / Number of managed care plans by the organization with the most managed care plans x 300 points**(Example: Applicant A has listed 5 managed care plans. Applicant B has listed 10 managed care plans, which is the most out of all Applicants. Applicant A would be awarded the following points: 5 / 10 x 300 points =150 points)* | 300 |
| C.5. | Describe your experience collaborating with county agencies, specifically Behavioral Health, Child Welfare Services, Social Service Agencies, County First 5, and/or Family Resource Centers.*Scoring Criteria: Clarity and Reasonableness**(Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| C.5.a. | Identify all of the entities that you have collaborated with.*Scoring Criteria: Clarity and Reasonableness**(Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| C.5.b. | Provide a reference from each organization listed confirming the collaboration.*Scoring Criteria: Clarity and Reasonableness**(Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| C.5.Calc | CollaborationsPoints will be awarded based on the ratio of the number of collaborations supported by a reference (C.5.a. and C.5.b.) compared to the number of collaborations supported by a reference by the organization with the most collaborations multiplied by the points available (300)*Calculation: Number of collaborations supported by a reference / Number of collaborations supported by a reference by the organization with the most x 300 points**(Example: Applicant A has 5 collaborations supported by a reference. Applicant B has 10 collaborations supported by a reference, which is the most out of all Applicants. Applicant A would be awarded the following points: 5 / 10 x 300 points =150 points)* | 300 |
| C.6. | Describe the cultural responsiveness training that is provided to staff.*Scoring Criteria: Clarity and Reasonableness**(Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| C.7. | List the languages in which services are provided.*Scoring Criteria: Clarity and Reasonableness**(Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| C.7. Calc | LanguagesPoints will be awarded based on the ratio of the number of languages services are provided in (C.7.) compared to the organization with the languages services are provided in multiplied by the points available (200)*Calculation: Number of languages services are provided in / Number of languages services are provided in by the organization with the most languages x 200 points**(Example: Applicant A has listed 5 languages services are provided in. Applicant B has listed 10 languages services are provided in, which is the most out of all Applicants. Applicant A would be awarded the following points: 5 / 10 x 200 points =100 points)* | 200 |
| C.8. | Describe the resources that are available for clients that require language access other than those you currently provide.*Scoring Criteria: Clarity and Reasonableness**(Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| **PROPOSED WORKPLAN** |  |
| D.1. | Provide a workplan as to how the funds will be used to create the partnership and provide services.*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)* | 500 |
| D.2. | Include a timeline that identifies milestones from the planning phase through the operations phase.*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 20 to award max points)* | 400 |
| D.3. | Identify all members of the proposed partnership including local government agencies, CBOs, and any other organization.*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| D.3.a. | Identify the services each one will provide.*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| D.3.b. | Describe the experience each has in providing the service (excluding government agencies).*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 300 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 15 to award max points)* | 300 |
| D.3. Calc | PartnershipPoints will be awarded based on the ratio of members in the partnership (D.3.) compared to the organization with the most members in the partnership multiplied by the points available (300)*Calculation: Number of members in the partnership / Number of members in the partnership by the organization with the most members x 300 points**(Example: Applicant A has 5 members in the partnership. Applicant B has 10 members in the partnership, which is the most out of all Applicants. Applicant A would be awarded the following points: 5 / 10 x 300 points = 150 points)* | 300 |
| D.4. | Explain how the proposed services will: |  |
| D.4.a. | Reduce school failures.*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 300 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 15 to award max points)* | 300 |
| D.4.b. | Prevent out-of-home placements.*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 300 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 15 to award max points)* | 300 |
| D.4.c. | Serve birthing people and their children prior to birth and through infancy and early childhood (ages 0-5).*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 300 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 15 to award max points)* | 300 |
| D.5. | Explain how CYBHI related services or other state funding sources can be leveraged.*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 300 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 15 to award max points)* | 300 |
| D.6. | Local CBOs |  |
| D.6.a. | * + 1. For each proposed Local CBO, provide a signed Letter of Commitment that if awarded the grant, the CBO will enter into a formal agreement to partner in support of this grant.
		2. This will be due during the planning phase and the Commission will identify certain language that needs to be included in the agreement.
		3. Proposing CBOs beyond the minimum required for each population designation will receive incentive points.

*Scoring Criteria: Compliant CBO (i.e., Letter of Commitment is provided).**(Max 1000 points available. Calculated: 400 points for meeting the minimum requirements for the population designation. Additional 200 points per CBO above the minimum requirement.* | 1000 |
| **REFERENCES** |  |
| E. | The Applicant is required to provide three types of references:  |  |
| E.1. | A reference is required from each county agency that has collaborated with the Applicant.*Scoring Criteria: References support the number of collaborations with county agencies as listed in C.5.(Max 1000 points. Calculated: Number of compliant references divided by the number of collaborations with county agencies as listed in C.5. multiplied by 1000)* | 1000 |
| E.2. | Two (2) references are required from organizations that have worked with the Applicant in providing services to birthing people and children ages 0-5. *Scoring Criteria: Actual Reference Scores.(Max 500 points per reference, 1000 total points. Calculated: Each reference is worth 25 points. Each reference score will be multiplied by 20 to award max points)* | 1000 |
| E.3. | Two (2) references are required from a family member and/or parent of a child aged 0-5 who received services from the Applicant.*Scoring Criteria: Actual Reference Scores.(Max 500 points per reference, 1000 total points. Calculated: Each reference is worth 25 points. Each reference score will be multiplied by 20 to award max points)* | 1000 |
| **PROPOSED BUDGET** |  |
| F. | Proposed Budget and Proposed Budget Narrative.*Scoring Criteria: Clarity, Reasonableness, and Completeness.(Max 2000 points available. Calculated: Clarity, Reasonableness, and Completeness are worth 5 points each. Score will be multiplied by 133.33 to award max points)* | 2000 |
|  |  |
| **TOTAL ASSESSMENT POINTS** | **12,000** |

**\*** The requirements stated in the scoring table may not reflect the full actual requirement being scored. The information presented here is for reference only. Refer to actual requirements in Section 7.

NOTE – The total cost is not a factor in the assessment of these applications as the full amount of funds available will be disbursed to the winning applications.

## ATTACHMENT 1: GRANT APPLICATION COVER SHEET

Provide the information below.

|  |
| --- |
| Applicant Name |
|  |
| Applicant Address and Telephone Number |
|  |
| Name of Authorized Signor (Print) |
|  |
| Signature of Authorized Signor | Date |
|  |  |

I HEREBY CERTIFY under penalty of perjury that I have the authority to sign this application on behalf of the named Applicant above and that all information provided in this application is true and accurate.

I further understand and agree to accept and comply with all the requirements in the RFA and related documents. In addition, if there is any false information in the proposal that it is grounds for the proposal to be rejected, and if any false information comes to light after contract award, that it is grounds for the contract to be terminated immediately.

Program Coordinator Contact Information

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Email: |  |
| Phone Number: |  |

## ATTACHMENT 2: MINIMUM QUALIFICATIONS

Provide a response and support for the following minimum qualifications of the Applicant:

|  |  |
| --- | --- |
| B.1. | Be an established CBO which has been in operation for at least two (2) years and has experience providing services that reduce out-of-home placement or other negative outcomes of behavioral health illness for birthing people and children ages 0-5. |
| *Provide support services and/or reference the location in the application where the services are provided.* |
| B.2. | Be a non-profit organization, registered to do business in California.Evidence that Applicant is registered to do business in California. The support can be provided with a copy or screen shot of your California Secretary of State certification showing an “Active Status”. This can be found at <https://bizfileonline.sos.ca.gov/search/business>. |
| *Reference the location in the application where the support is located* |
|  |

##

## ATTACHMENT 3: APPLICANT BACKGROUND

Provide a response to the following:

|  |  |
| --- | --- |
| C.1. | How long has your organization been in existence? |
|  |
| 1. Provide support.
 |
|  |
| C.2. | Describe your organization’s experience in providing behavioral health services to birthing people and children ages 0-5. |
|  |
| 1. State the number of years these services have been provided.
 |
|  |
| C.3. | How many staff are employed by your organization? This does not include volunteers or contractors.  |
|  |
| C.4. | Describe your experience working with managed care plans for reimbursements. |
|  |
| 1. Identify all of the managed care plans that you have worked with.
 |
| 1.2.3.*(Add lines as needed)* |
| C.5. | Describe your experience collaborating with county agencies, specifically Behavioral Health, Child Welfare Services, Social Service Agencies, County First 5, and/or Family Resource Centers. |
|  |
| 1. Identify all of the agencies that you have collaborated with?
 |
| 1.2.3.*(Add lines as needed)* |
| 1. Provide a reference from each organization listed confirming the collaboration. (Attachment 5)
 |
| *Reference the location in the application where the reference is located* |
| C.6. | Describe the cultural responsiveness training that is provided to staff. |
|  |
| C.7. | List the languages in which services are provided. |
| 1.2.*(Add lines as needed)* |
| C.8. | Describe the resources that are available for clients that require language access other than those you currently provide. |
|  |
|  |

## ATTACHMENT 4: PROPOSED WORKPLAN

Provide a response to the following:

|  |  |
| --- | --- |
| D.1. | Provide a workplan as to how the funds will be used to create the partnership and provide services. |
|  |
| D.2. | Include a timeline that identifies milestones from the planning phase through the operations phase. |
|  |
| D.3. | Identify all members of the proposed partnership including local government agencies, other CBOs, and any other organization.  |
|  |
| 1. Identify the support services each one will provide
 |
|  |
| 1. Describe the experience each partner has in providing these services (excluding government agencies)
 |
|  |
| D.4. | Explain how the proposed services will: |
| 1. Reduce school failures.
 |
|  |
| 1. Prevent out-of-home placements.
 |
|  |
| 1. Serve birthing people and their children prior to birth and through infancy and early childhood (ages 0-5).
 |
|  |
| D.5. | Explain how CYBHI related services or other state funding sources can be leveraged.  |
|  |
| D.6. | Local CBOs1. For each proposed Local CBO, provide a signed Letter of Commitment that if awarded the grant, the CBO will enter into a formal agreement to partner in support of this Grant.
2. This will be due during the planning phase and the Commission will identify certain language that needs to be included in the agreement.
3. Proposing CBOs beyond the minimum required for each population designation will receive incentive points.
 |
| *Reference the location in this Application where the Letter of Commitment is located* |
|  |

## ATTACHMENT 5: REFERENCES (Collaboration County Agencies)

Reference for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Organization Name:** |  |
| **Time Period the Reference Covers**(Must have been within the last 2 years of the release date of this RFA) |  |
| **Collaboration Services Provided:**(Describe and confirm the collaboration) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Reference Signature** |  | **Date** |

## ATTACHMENT 6: REFERENCES (Organization)

Reference for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Organization Name:** |  |
| **Time Period the Reference Covers**(Must have worked with the Applicant within the last 2 years of the release date of this RFA) |  |
| **Service Provided:**(Must have been related to providing services to birthing people and children ages 0-5.) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

**Ratings:** Summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. Provide comments related to the rating.

Please follow the rating guidelines below for description of rating scale:

|  |
| --- |
| **Rating Guidelines and Description of Rating Scale:** |
| **Exceptional (5)** | Performance/service provided was significantly above expectations |
| **Very Good (4)** | Performance/service was slightly above expectations |
| **Satisfactory (3)** | Performance met expectations |
| **Marginal (2)** | Performance/service was slightly below expectations |
| **Unsatisfactory (1)** | Performance/service provided was significantly below expectations |

|  |  |  |
| --- | --- | --- |
| **Category** | **Comments**Provide a comment for the rating | **Rating***(Circle One)* |
| 1. Demonstrated experience in serving the Population. |  | 1 2 3 4 5 |
| 2. Demonstrated capability to manage a project of similar duration and funding. |  | 1 2 3 4 5 |
| 3. Demonstrated the ability to speak in the language of the clients being served. |  | 1 2 3 4 5 |
| 4. Demonstrated cultural responsiveness to the clients being served. |  | 1 2 3 4 5 |
| 5. Overall quality of service delivered. |  | 1 2 3 4 5 |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Reference Signature** |  | **Date** |

## ATTACHMENT 7: REFERENCES (Individual)

Reference for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Individual/Reference Name:** |  |
| **Time Period the Reference Covers**(must have worked with or been provided services by the Applicant within the last 2 years of the release date of this RFA) |  |
| **Service Provided:**(Must have been related to services to birthing people and children ages 0-5.) |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

**Ratings:** Summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. Provide comments related to the rating.

Please follow the rating guidelines below for description of rating scale:

|  |
| --- |
| **Rating Guidelines and Description of Rating Scale:** |
| **Exceptional (5)** | Performance/service provided was significantly above expectations |
| **Very Good (4)** | Performance/service was slightly above expectations |
| **Satisfactory (3)** | Performance met expectations |
| **Marginal (2)** | Performance/service was slightly below expectations |
| **Unsatisfactory (1)** | Performance/service provided was significantly below expectations |

|  |  |  |
| --- | --- | --- |
| **Category** | **Comments**Provide a comment for the rating | **Rating***(Circle One)* |
| 1. Did staff understand your issues/needs? |  | 1 2 3 4 5 |
| 2. Did staff speak to you in your native language? |  | 1 2 3 4 5 |
| 3. Did staff appear to have experience with thePopulation. |  | 1 2 3 4 5 |
| 4. Did staff successfully assist you? |  | 1 2 3 4 5 |
| 5. Did you trust the staff? |  | 1 2 3 4 5 |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Reference Signature** |  | **Date** |

## ATTACHMENT 8: PROPOSED BUDGET

**The Proposed Budget (ATTACHMENT 8) must be prepared according to the Proposed Budget Instructions found in ATTACHMENT 8-1. The total cost on the Proposed Budget Worksheet must equal the total amount of the grant.**

File name is: BHSOAC RFA 0-5-MBH-001 – ATTACHMENT 8 – Proposed Budget

Complete the Proposed Budget Excel workbook and attach it to the application.

## ATTACHMENT 8-1: PROPOSED BUDGET INSTRUCTIONS

Information provided in the Proposed Budget (Attachment 8) should reflect the Applicant’s plans to implement their proposed grant program. Any staff, contractors, subcontractors to be hired shall be itemized and be comprised of personnel related to providing the services in the proposed program, including staff devoted to data collection, program evaluation, and administrative staff. Administration costs cannot exceed 15% of the total Grant amount. The information entered onto the Proposed Budget should correspond with the information provided in the Proposed Budget Narrative.

The Applicant should provide its best estimate in terms of types of staff being sought for positions and anticipated expenditures. The Proposed Budget will be used to manage the grant over the grant term. Any changes to the Proposed Budget must be reviewed and approved by the Commission, with the understanding that the total grant amount will not change.

The following instructions are in worksheet order, and the numbers pertain to each line item identified on the Proposed Budget. All amounts shall be entered using whole dollars only.

A. PERSONNEL EXPENDITURES

* + 1. Hire Staff (Employees)
			1. List each staff position /classification proposed to be hired for this program
		2. Hiring Month
			1. List the hiring month in which each staff will be hired. For instance, entering a "1" means that the staff will be hired within the first 30 days of grant execution. Entering a "2" means that the position will be hired within 31-60 days of grant execution. Enter a number between 1 and 42.
		3. Planning Phase
			1. Enter the cost (salary) of staff for the Planning Phase of the grant. (i.e., months 1-6)
		4. GY 1
			1. Enter the cost (salary) of the staff for the first Grant Year (i.e., months 7-18)
		5. GY 2
			1. Enter the cost (salary) of the staff for the second Grant Year (i.e., months 19 -30)
		6. GY 3
			1. Enter the cost (salary) of the staff for the third Grant Year (i.e., months 31-42)
		7. Total All GYs
			1. Summation of the Planning Phase and all Grant Years for each line item on the Proposed Budget
		8. Total Personnel Services
			1. Summation, by Planning Phase and Grant Year, of personnel service salaries for staff hired
		9. Hire Contractors, Subcontractors or other non-staff
			1. List each entity/role/classification that will be hired as a contractor for this program
		10. Hiring Month
			1. List the hiring month in which each contractor will be hired. For instance, entering a "1" means that the contractor will be hired within the first 30 days of the grant execution. Entering a "2" means that the position will be hired within 31-60 days of grant execution. Enter a number between 1 and 36.
		11. Planning Phase
			1. Enter the cost (salary) of staff for the Planning Phase of the grant. (i.e., months 1-6)
		12. GY 1
			1. Enter the cost of Contractors, Subcontractors or other non-staff for the first Grant Year (i.e., months 7-18)
		13. GY 2
			1. Enter the cost of Contractors, Subcontractors or other non-staff for the second Grant Year (i.e., months 19 -30)
		14. GY 3
			1. Enter the cost Contractors, Subcontractors or other non-staff for the third Grant Year (i.e., months 31-42)
		15. Total All GYs
			1. Summation of the Planning Phase and all Grant Years for each line item on the Proposed Budget
		16. Total Contracted Services
			1. Summation, by Planning Phase and Grant Year, of Contracted Services cost
		17. Total Personnel/Contracted Services
			1. Summation, by Planning Phase and Grant Year, of Total Personnel Services and Total Contracted Services
		18. Other Costs (non-staff and non-contracted services)
			1. List each Other Costs that will be incurred by the Applicant as part of operating the program. Costs may be grouped into categories (e.g., training)
		19. Exp Month
			1. List the month in which the expenditure will occur/first occur. For instance, entering a "1" means that the Other Costs will be incurred within the first 30 days of the grant execution. Entering a "2" means that Other Costs will be incurred within 31-60 days of grant execution. Enter a number between 1 and 42.
		20. Planning Phase
			1. Enter the cost for each Other Costs listed for the Planning Phase of the grant. (i.e., months 1-6)
		21. GY 1
			1. Enter the cost for each Other Costs listed for the first Grant Year (i.e., months 7-18)
		22. GY 2
			1. Enter the cost for each Other Costs listed for the second Grant Year (i.e., months 19 -30)
		23. GY 3
			1. Enter the cost for each Other Costs listed for the third Grant Year (i.e., months 31-42)
		24. Total All GYs
			1. Summation of the Planning Phase and all Grant Years for each line item on the Proposed Budget
		25. Total Other Costs
			1. Summation, by Planning Phase, Grant Year, of Other Costs
		26. Total Grant
			1. Summation of all grant costs proposed by Planning Phase and Grant Year
			2. The total of all columns shall equal the total amount of the grant request.
			3. Enter the amount committed for contribution for each Grant Year
		27. Total Other Contribution of Funds
			1. Summation of all Other Contribution of Funds by Grant Year
		28. Total Proposed Program Costs
			1. Summation of all Costs and Contribution of funds proposed by Grant Year
			2. The total of all 3 years shall equal the total amount of the program.

See Budget Worksheet Example on the next page.



ATTACHMENT 9: PROPOSED BUDGET NARRATIVE

|  |
| --- |
| **F.1.b. Proposed Budget Narrative** |
| The Proposed Budget Narrative (ATTACHMENT 9) must be prepared in conjunction with the Proposed Budget (ATTACHMENT 8). |
| F.1.b.1)a) | Hire Staff |
| 1) | For each staff listed, what is their role and what will they be doing |
| 2) | Explain how the cost was determined, including what is included in the cost  |
| 3) | State the proposed hiring month |
| F.1.b.1)b) | Hire Contractors, Subcontractors or other non-staff |
| 1) | For each Contractor, Subcontractors or other non-staff listed, what is their role and what will they be doing. |
| 2) | Explain how the cost was determined, including what is included in the cost  |
| 3) | State the proposed hiring month |
| F.1.b.1)c) | Other Costs (non-staff and non-contracted services) |
| 1) | For each line item, explain what is planned to be purchase and how it will be used to support the program |
| 2) | Explain how the cost was determined, including what is included in the cost  |
| 3) | State the proposed purchase month |

ATTACHMENT 10: BIDDER DECLARATION (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>.

##

## ATTACHMENT 11: CONTRACTOR CERTIFICATION CLAUSES

**CCC-307**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|  |  |
| --- | --- |
| *Contractor/Bidder Firm Name (Printed)* | *Federal ID Number* |
| *By (Authorized Signature)* |
| *Printed Name and Title of Person Signing* |
| *Date Executed* | *Executed in the County of* |

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs; and,

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) Receive a copy of the company's drug-free workplace policy statement; and,

2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee 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 leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to beaware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under theState laws, the Contractor shallnot be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

## ATTACHMENT 12: DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a Proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a Proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or Proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

|  |  |
| --- | --- |
| *Company/Vendor Name (Printed)* | *Federal ID Number* |
| *By (Authorized Signature)* |
| *Printed Name and Title of Person Signing* |
| *Date Executed* | *Executed in the County and State of* |

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a Proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or Proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

|  |  |
| --- | --- |
| *Company/Vendor Name (Printed)* | *Federal ID Number* |
| *Initials of Submitter* |
| *Printed Name and Title of Person Initialing*  |

## ATTACHMENT 13: PAYEE DATA RECORD (STD 204)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.documents.dgs.ca.gov%2Fdgs%2Ffmc%2Fgs%2Fpd%2Fgspd05-105.pdf&data=04%7C01%7CGregg.Fukuhara%40mhsoac.ca.gov%7C9ac9d76d91ac4557f0c608da0203a362%7C60292dfd8bde4e20b5acc75d9cdf6db0%7C0%7C0%7C637824511895610323%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=OMbtfK0tCSkcm%2FL6VVF0kAkS4y6QiFqfWOe7fXNL4Mo%3D&reserved=0)

## ATTACHMENT 14: GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

The Applicant must complete and submit Generative Artificial Intelligence (GenAI) Disclosure and Factsheet (STD 1000).

This form is available at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>

## ATTACHMENT 15: FINAL SUBMISSION CHECKLIST

A responsive Application shall consist of all the required items identified below. Complete this checklist by marking the box with an “X” for each item you are submitting to the Commission

|  |  |
| --- | --- |
| **Check** | **DESCRIPTION** |
|  | Attachment 1: Grant Application Cover Sheet |
|  | Attachment 2: Minimum Qualifications |
|  | Attachment 3: Applicant Background |
|  | Attachment 4: Proposed Workplan |
|  | Attachment 5: References (Agencies) |
|  | Attachment 6: References (Organizations) |
|  | Attachment 7: References (Parents/Families) |
|  | Attachment 8: Proposed Budget |
|  | Attachment 9: Proposed Budget Narrative |
|  | Attachment 10: Bidder Declaration (GSPD-05-105) |
|  | Attachment 11: Contractor Certification Clauses (CCC-307) |
|  | Attachment 12: Darfur Contracting Act Certification (if applicable) |
|  | Attachment 13: Payee Data Record (STD 204) |
|  | Attachment 14: Generative Artificial Intelligence (GenAI) |
|  | Attachment 15: Final Submission Checklist |

## ATTACHMENT 16: QUESTIONS TEMPLATE

Use this template for submitting questions in relation to this solicitation. Add rows as needed. Follow the Key Action Dates in Table 4-1 and submit it to procurements@bhsoac.ca.gov.

|  |
| --- |
| **RFA 0-5/MBH-001** |
|  | **RFA Section Reference** | **Question** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |

## APPENDIX 1: CONTRACT EXHIBITS B and C SAMPLES

**EXHIBIT B SAMPLE**

**Budget Detail and Payment Provisions**

1. **Invoicing and Payment**
2. For services satisfactorily rendered (i.e., upon receipt and approval of agreed upon deliverables), and upon receipt and approval of the invoices, the Commission agrees to compensate the Contractor in accordance with Section 5 of this Exhibit B.
3. Invoices shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred:

Commission for Behavioral Health
Attention: Accounting Office
1812 9th Street
Sacramento, CA 95831
Accounting@bhsoac.ca.gov

1. **Budget Contingency Clause**
	1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
	2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
	3. If this Agreement overlaps State fiscal years, should funds not be appropriated and approved by the Legislature for the fiscal year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
	4. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this contract in any manner.
2. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all of the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

1. **Cost Detail**
2. The total amount of this Agreement shall not exceed two million dollars and no cents ($2,000,000.00). Payment shall be made in accordance with the Payment Table below. *[example only]*
3. **Payment Table**

This is a grant that will be paid out in installments. During the planning phase, $200,000 will be paid. $100,000 upon contract execution and $100,000 mid-way through the planning phase. During the operations phase, payment will be made in quarterly installments based on the approved budget as shown below.

**ADD BUDGET**

**EXHIBIT C SAMPLE****GENERAL TERMS AND CONDITIONS**

1. Amendment. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. Antitrust Claims: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below:
	1. The Government Code Chapter on Antitrust claims contains the following definitions:
		1. "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
		2. "Public purchasing body" means the Commission or the subdivision or agency making a public purchase. Government Code Section 4550.
	2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
	3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
	4. Upon demand in writing by the assignor, the assignee shall, within one year of such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
3. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained by the Commission. Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The Commission’s determination as to satisfactory work shall be final absent fraud or mistake.
4. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
5. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Contractor’s records and supporting documentation pertinent to its performance. Contractor agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Contractor agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Contractor advance written notice of any onsite audit. (Gov Code § 8546.7)
6. Captions: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. Certification Clauses: The CONTRACTOR CERTIFICATION CLAUSES contained in the document DGS CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
8. Child Support Compliance Act: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
	1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
	2. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
9. Change of Control: In the event Contractor undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.
10. Compensation: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. Confidentiality: Contractor shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission, and subject to the terms and conditions of Section 30 of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
	1. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State’s actions on the same, except to the Commission staff, Contractor’s own personnel involved in the performance of this Agreement, or as required by law.
12. Contract/Agreement is Complete: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
13. Copyright: Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Contractor shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.
14. Contractor-Commission Collaboration: At the request of the Commission, Contractor shall permit Commission Staff to work closely with Contractor’s Staff, and Commission Staff shall be given access to Contractor’s data, working papers and other written materials as needed for this purpose.
15. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.
16. Dispute Resolution:
	1. Contractor shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Contractor shall submit a written statement of dispute to: Executive Director, BHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
	2. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor’s manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
	3. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
	4. While the informal dispute or arbitration process is pending, Contractor shall proceed diligently with its performance under the Agreement.
17. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature.  The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
18. Force Majeure: Neither the Commission nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.
19. Forum Selection: The County of Sacramento in the State of California shall be the proper forum for any dispute between the parties regarding this Agreement.
20. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
21. Gratuities and Contingency Fees: The Commission, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, the State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1. Indemnification: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Independent Contractor*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. Information Security: The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and it’s implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
4. Key Personnel: Contractor’s key personnel, as may be identified in this Agreement, cannot be substituted without the Commission’s prior written approval.
5. Litigation: The Commission, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Agreement.

The failure of the Commission to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the Commission of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

1. Limited License and Fair Use.  The Commission hereby assigns Contractor a limited, non-exclusive, royalty-free License to use materials produced under this Agreement for which the Commission holds the copyright.  This License shall be limited to the following purposes:  research, professional publication or educational outreach.  Furthermore, the Commission recognizes the Fair Use Doctrine in U.S. copyright law, by which it is permissible to use limited portions of a work including quotes for purposes such as commentary, criticism, scholarly reports and more as identified at Copyright.gov.  ***Optional language to include if Contractor requests a limited license.***
2. Loss Leader: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Contract Code §10344(e)).
3. BHSOAC Logo: The Commission hereby grants Contractor the use of the BHSOAC Logo for purposes of its performance of this Agreement. Contractor understands and agrees that it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the Contractor upon request.
4. Nondisclosure: Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.
5. Non-Discrimination: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

1. Notice: The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party’s Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.
2. Notice of Litigation: Contractor shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
3. Permits and Licenses: The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Contractor shall immediately notify the Commission in writing.

1. Priority Hiring Considerations: If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
2. Public Hearings: If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor’s proposed budget. The Commission shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by the Commission.
3. Public Records Act: This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 6250 *et seq*. Under a Public Records Act Request, Contractor may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
4. Publications and Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
	1. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).
5. Recycling Certification: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contract Code §12205).
6. Work Product Rights: The Contractor hereby grants the Commission with Government Purpose Rights to the Work Product produced pursuant to this Agreement. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. “Government Purpose Rights” also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose.[ Such recipients of the Work Product may include, without limitation, Not-for-Profit Corporations, Community-Based Organizations, State Contractors, California local governments, the United States Government, and the State and local governments of other states. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
7. Severability: In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
8. Small Business Participation and DVBE Participation Reporting Requirements:
	1. If for this Agreement, Contractor made a commitment to achieve a small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.).
	2. If for this Agreement, Contractor made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841).
9. State Funds: Contractor, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:
	1. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
	2. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any activities specified in this Agreement that are intended to inform, educate, and support advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the MHSA.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

1. Subcontracts: Prior to entering any subcontract, Contractor shall obtain the Commission’s prior approval. Contractor shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out.  The Contractor shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Forum Selection, Governing Law, Indemnification, Independent Contractor, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.
2. Substitutions: Contractor’s key personnel as indicated in its Proposal may not be substituted without Contract Manager’s prior written approval.
3. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, Dispute Resolution, Forum Selection, Governing Law, Indemnification, Public Records Act, and Publication and Reports.
4. Termination For Cause: The Commission may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor, pursuant to Exhibit B of this Agreement, upon demand.
5. Termination Without Cause: Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Contractor for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Contractor for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed. The Commission shall also be entitled to an accounting of the use of the funds and is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.
6. Timeliness: Time is of the essence in this Agreement.
7. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
8. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.
9. Worker’s Compensation: Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker’s Compensation Insurance for all its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof at any time the Commission may request the same.
10. GenAI Technology Use & Reporting: During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors.  The Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract.  The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

**The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.**