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**REQUEST FOR APPLICATIONS (RFA)**

**Emergency Psychiatric Assessment, Treatment, and Healing (EmPATH) Units**

**RFA EmPATH-001**

**Addendum 2**

December 21, 2022

Mental Health Services

Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

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

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# BACKGROUND

1. **PRIORITIZING USES OF MENTAL HEALTH WELLNESS ACT FUNDS**

The Mental Health Services Oversight & Accountability Commission’s annual budget includes $20 million to support the Mental Health Wellness Act in Welfare and Institutions Code section 5848.5, also referred to as the Triage Grant Program or Senate Bill 82 (Statutes of 2013). Over the past eight years, two previous rounds of Mental Health Wellness Act funding have been provided to county behavioral health departments through a competitive grant process and were made available to support community behavioral health programs. As initially enacted, the Mental Health Wellness Act limited the use of these funds to the hiring of supplemental personnel by county behavioral health agencies to support crisis services.

In October 2021, through public hearings and site visits, the Commission began discussing challenges related to the statutory constraints outlined in the Mental Health Wellness Act and identifying areas of priority for the investment of future funds. The Commission initially identified the following three priorities:

1. Strategies to reduce unnecessary Emergency Department utilization and hospitalizations,
2. Opportunities to support services for children ages zero to five, and
3. Programs to meet the mental health and wellness needs of older adults.

To improve the efficacy of these limited funds, the Commission also directed staff to seek statutory changes to allow Mental Health Wellness Act funds to be utilized to support crisis prevention and early intervention in addition to crisis response services. Given those expanded priorities, the Commission sought support to use these funds to work with partners other than county behavioral health departments, to allow matching fund requirements, and to allow competitive or non-competitive solicitations when doing so is in the public interest. In June 2022, as part of the 2022-23 Budget Act (Senate Bill 184, Statutes of 2022), the Legislature and Governor authorized these statutory changes to the Mental Health Wellness Act.

1. **Emergency Psychiatric Assessment, Treatment, and Healing Units**

In September 2022, to help address Priority #1 identified above, the Commission allocated $17 million in Mental Health Wellness Act funds from Budget Years 2021-22 and 2022-23 to expand the number of Emergency Psychiatric Assessment, Treatment, and Healing (EmPATH) crisis stabilization units throughout California hospitals and 24-hour health care facilities that currently operate an emergency department treating mental health clients, and $3 million to provide technical assistance to Grantees and conduct program evaluation. A Technical Assistance consultant will be retained by the Commission through a separate procedure from this RFA.

EmPATH units streamline emergency department assessment of the health needs of mental health consumers and quickly transitions them out of emergency departments into a calming space that allows for the rapid assessment, support of behavioral health needs, and linkage to other services. Preliminary research indicates the EmPATH model can result in a 70 to 80 percent reduction in transfers from emergency departments to locked psychiatric hospital facilities. EmPATH units can reduce costs, enhance recovery, and improve outcomes.

The specific components of the EmPATH model include, but are not limited to, the following:

* Located on the contiguous hospital campus grounds and linked to the emergency department for initial intake/referral
* Ligature safe—bathrooms, door handles, etc.
* Large, open milieu with fold-flat recliner chairs with a minimum of 80 sq. ft. total per client, including 40 sq. ft. around each chair
* Open nursing station with intermingling of staff and clients to facilitate socialization, discussion, interaction, and therapy
* Voluntary calming rooms with elimination of locked seclusion rooms or restraints
* Rapid evaluation and comprehensive treatment planning by a psychiatrist or psychiatric prescribing provider
* Constant observation and re-evaluation
* Multidisciplinary team consisting of diverse professionals including, but not limited to, board-certified psychiatrists/psychiatric providers, Registered Nurses, Licensed Clinical Social Workers, Psychiatric Assistants, Licensed Vocational Nurses/Licensed Psychiatric Technicians, and peer support specialists
* Provide all services onsite at a licensed 24-hour health care facility, as part of a hospital-based outpatient program, certified by the State as a Crisis Stabilization Unit
* Comply with all contact, site, and staffing requirements for Crisis Stabilization Units described in California Code of Regulations Title 9, Sections 1840.338 and 1840.348, and Title 22 for “Crisis Stabilization – Emergency Room”
* Comply with the Emergency Medical Treatment and Active Labor Act
* Adopt the recommendations outlined in the Facility Guidelines Institute’s June 2022 white paper, *Design of Behavioral Health Crisis Units*
* Note – Tribally operated hospitals that are exempt from State licensing and/or requirements must describe the basis for their exemption and their plan for meeting the programmatic requirements of the EmPATH model.

The Technical Assistance contractor will provide support and guidance to the Grantees, ensure program fidelity to the EmPATH model, and assist with the scaling of EmPATH units across the state by:

* Assisting the grant recipients with implementation, training, data collection coordination, and innovative design strategies; and
* Assisting interested entities, including those who applied but were not awarded this grant, in exploring opportunities for the implementation of EmPATH units in their communities.

If demand for technical assistance services exceeds the Technical Assistance Contractor’s capacity, the Technical Assistance Contractor shall prioritize services provided to the grant awardees.

# Purpose and GOALS of grant opportunity

The intent of this Request for Applications (RFA) is to award up to $17 million in available Mental Health Wellness Act funds to support the scaling of EmPATH units throughout California with the overall goal of reducing the need for psychiatric hospitalization, justice system involvement, and homelessness.

The Commission will award grants to licensed California hospitals that currently operate an acute care emergency department, including treatment of mental health emergency clients. Eligible applicants include for-profit, not-for-profit, faith-based, and tribally operated hospitals that serve unserved and/or underserved populations to address disparities in access to effective and culturally appropriate behavioral health services. Funds may be used to supplement, but not supplant, existing financial and resource commitments. Applicants have the discretion to determine the use of funds in order to meet the RFA requirements for the EmPATH unit including, but not limited to, hiring qualified mental health personnel, training, technology, data collection, capital outlay, and purchasing of supplies and goods.

# KEY ACTION DATES

Table III-1, Key Action Dates, provides the dates and times by which actions must be taken or completed. If the Commission finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation. All times listed are Pacific Standard Time (PST).

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

|  |  |
| --- | --- |
| **Action** | **Date & Time** |
| RFA Release | December 21, 2022 |
| Bidder Conference | January 4, 2023 |
| Written Questions and Intent to Apply Due | January 11, 2023 |
| Distribute Questions and Answers | January 17, 2023 |
| Applications Due | February 24, 2023 by 3:00 p.m. |
| Notice of Intent to Award\* | March 20, 2023 |

*\*Dates may be changed by the Commission without the issuance of an addendum to this solicitation.*

1. **RFA RELEASE**

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

**Bidder Conference**   
Wednesday, January 4, 2023  
10:00AM  
<https://mhsoac-ca-gov.zoom.us/j/84015773850>  
Meeting ID: 840 1577 3850  
1(719) 359-4580

1. **WRITTEN QUESTIONS**

All questions must be submitted directly to the Commission in writing via email to: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov) by the deadline listed in Table III-1 above, and must include in the Subject Line: **RFA EmPATH-001**. Use **Attachment 12, Questions Template,** to submit questions. At its discretion, the Commission reserves the right to contact applicants to seek clarification of any inquiry received.

1. **INTENT TO APPLY**

Applicants that desire to participate in the solicitation must submit a completed Intent to Apply (**Attachment 2**). by January 11, 2023 **The Intent to Apply may be submitted up until the Application Due Date**. This document must be emailed to the Procurement Official identified in Section VII.C. Correspondence to an Applicant regarding this solicitation will only be made to the Applicant’s designated contact person.

It shall be the Applicant’s responsibility to immediately notify the Procurement Official, in writing, regarding any revision to the contact person’s information. The Commission shall not be responsible for application correspondence not being received by the Applicant, because the Applicant fails to notify the Commission, in writing, of any changes pertaining to the designated contact person.

1. **DISTRIBUTE QUESTIONS AND ANSWERS**

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

Any changes to the RFA will be made in the form of an addendum. Please note that oral information will not be binding upon the Commission unless such information is confirmed in writing.

1. **APPLICATIONS DUE**

Applications must be submitted electronically to the Commission, via e-mail, to: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov) by the deadline listed in Table III-1 above, and must include in the Subject Line: **RFA EmPATH-001**.

The Commission reserves the right to contact Applicants to ensure the application submitted is complete and represents the intentions of the applicant.

1. **NOTICE OF INTENT TO AWARD**

The announcement of the grant awards will be posted on the Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) by the date listed in Table III-1 above.

# GRANT FUNDING

1. **FUNDING**
   1. A total of $17 million is available for this solicitation.
   2. If additional funds become available, they may be allocated, at the discretion of the Commission, as additional grant awards to applicants who submitted an application but were not initially awarded a grant, or used to support the objectives of the solicitation such as providing additional technical assistance or program evaluation. The Commission reserves the right to modify any grant agreement to add additional funds. Awards will be based on the criteria stated in this solicitation.
   3. Unspent funds and unspent accumulated interest, held by the Grantees, will be monitored by the Commission and must be returned to the Commission unless the Commission approves a plan for the Grantee to fully expend these amounts.
2. **GRANT CATEGORIES**
   1. There are three (3) categories of grants.
   2. An Applicant may apply under only one (1) Grant Category. Applicants must identify which Category for which they are applying and provide the appropriate support that meets the selected Category requirements.
      1. Category 1 – EmPATH Units serving adults ages 18+
         1. EmPATH Unit focuses on serving adults ages 18+
         2. Individual Grants available for up to $3,000,000
         3. All other requirements are the same for all categories
      2. Category 2 – EmPATH Units serving children and youth ages 17 and under
         1. EmPATH Unit focuses on serving children and youth ages 17 and under
         2. Individual Grants available for up to $3,000,000
         3. All other requirements are the same for all categories
      3. Category 3 – EmPATH Units located in a rural community and serving either adults or children and youth
         1. For the purposes of this RFA, “rural” is defined as
            1. Located outside of a Metropolitan Statistical Area or within a rural census tract of a Metropolitan Statistical Area, or
            2. Federally designated as a Critical Access Hospital
         2. Individual Grants available for up to $2,000,000
   3. All other requirements are the same for all categories
3. **GRANT CYCLE**
   1. The Grant term will be three years. The funds will be allocated in quarterly payments in accordance with the budget worksheets. Grant disbursements will be subject to the Grantee’s compliance with the RFA requirements as submitted through the application, which will be incorporated into the grant agreement.
   2. In order to assist Grantees in managing the grant, Grantees must attend monthly check-in meetings either in-person, virtually, by phone, or by another method identified by the Commission. At the monthly meeting, Grantees will be expected 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 themselves 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 a mitigation plan is submitted and approved by the Commission. If a mitigation plan is not submitted or if it has not been approved by the Commission, the Commission reserves the right to reduce a grant award by the amount of any unexpended funds.
4. **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:
         1. Personnel costs.
         2. Program costs including, but not limited to, services, training, technology, data collection, capital outlay, and supplies and goods that pertain to expanding services to reach fidelity to the EmPATH model.
         3. Administration costs.
         4. All costs must be directly related to supporting the EmPATH unit as outlined in the application.
      2. Grant funds may be used to supplement, but not supplant, existing financial and resource commitments of the applicant for their EmPATH unit.
      3. Grant funds cannot be used for or transferred to any other purposes other than the stated purpose of the grant.
      4. All expenditures may only be used to support the EmPATH unit funded by the grant.

# Grantee’s Responsibilities

1. **SCOPE OF WORK**
2. The Grantee will be responsible for and agree to the following as part of receiving a grant:
3. Implement all components of the EmPATH model for full fidelity including, but not limited to, the following:
4. Located on the contiguous hospital campus grounds and linked to the emergency department for initial intake/referral
5. Ligature safe—bathrooms, door handles, etc.
6. Large, open milieu with fold-flat recliner chairs with a minimum of 80 sq. ft. total per client, including 40 sq. ft. around each chair
7. Open nursing station with intermingling of staff and clients to facilitate socialization, discussion, interaction, and therapy
8. Voluntary calming rooms with elimination of locked seclusion rooms or restraints
9. Rapid evaluation and comprehensive treatment planning by a psychiatrist or psychiatric prescribing provider
10. Constant observation and re-evaluation
11. Multidisciplinary team consisting of diverse professionals including, but not limited to, board-certified psychiatrists/psychiatric providers, Registered Nurses, Licensed Clinical Social Workers, Psychiatric Assistants, Licensed Vocational Nurses/Licensed Psychiatric Technicians, and peer support specialists
12. Provide all services onsite at a licensed 24-hour health care facility, as part of a hospital-based outpatient program, certified by the State as a Crisis Stabilization Unit
13. Comply with all contact, site, and staffing requirements for Crisis Stabilization Units described in California Code of Regulations Title 9, Sections 1840.338 and 1840.348, and Title 22 for “Crisis Stabilization – Emergency Room”
14. Comply with the Emergency Medical Treatment and Active Labor Act
15. Adopt the recommendations outlined in the Facility Guidelines Institute’s June 2022 white paper, *Design of Behavioral Health Crisis Units*
16. Note – Tribally operated hospitals that are exempt from State licensing and/or requirements must describe the basis for their exemption and their plan for meeting the programmatic requirements of the EmPATH model.
17. Participate in model fidelity monitoring and improvement processes.
18. Collaboratively work with and take direction from the Technical Assistance contractor.
19. Engage the local community in the planning process, including peers with lived experience accessing behavioral health care.
20. Collaborate with local entities such as pediatricians, primary care physicians, law enforcement agencies, community-based organizations, and other community programs to ensure appropriate linkage to services and operate the EmPATH unit within the local community’s continuum of crisis care.
21. Collaborate with “stepdown” community mental health crisis care and diversion options in the local community such as peer respite programs, substance use disorder treatment facilities, social services, and related assistance for disposition planning after clients are stabilized in the EmPATH unit to reduce recidivism.
22. Use the matching funds listed in the grant application that are committed to support the EmPATH unit and commit additional funds to continue operating the EmPATH unit after the grant funding is expended.
23. Participate in a technical assistance and evaluation learning collaborative with the Commission, Technical Assistance contractor, other Grantees, and interested entities who are currently operating, or are interested in operating, EmPATH units to share best practices, lessons learned, and sustainability strategies.
24. Initially provide aggregate level data to both the Commission and Technical Assistance contractor as requested. The Commission has a data sharing agreement in place with the California Department of Public Health and Health Care Access and Information. Grantees are required to collect and maintain relevant client-level data and, upon request, provide access to the Commission to all relevant client-level data to link with other state-based datasets to better understand client-specific and population-level outcomes associated with services offered through EmPATH units. The Commission is a State of California “health oversight agency” authorized to collect Personal Health Information (PHI) within the meaning of HIPAA regulations, on the same basis as the California Department of Public Health (CDPH) and Department of Health Care Services (DHCS). [45 CFR 160.103, 164.512(d).] See also B. Evaluation below on the subject of client-level data.\_
25. In addition, the Grantee agrees to the following program goals:
26. Exclude medical etiologies and ensure medical stability.
27. Rapidly stabilize the acute psychiatric crisis.
28. Avoid coercion.
29. Treat in the least restrictive setting.
30. Form a therapeutic alliance.
31. Formulate an appropriate disposition and aftercare plan, including scheduling the client’s first outpatient follow-up appointment and confirming their attendance with the outpatient provider (if the client provided consent).
32. Increase accessibility to mental health crisis care, with a focus on providing culturally competent and relevant services to traditionally underserved or inappropriately served populations.
33. Reduce the need for psychiatric hospitalization, justice system involvement, and homelessness.
34. **EVALUATION**
35. In order to determine program success, Grantees are required to collect and provide to the Commission and the Technical Assistance contractor, at a minimum, aggregate level data on all requested measures.
36. The Commission has a data sharing agreement in place with the California Department of Public Health and Health Care Access and Information. Grantees are required to collect and maintain relevant client-level data and, upon request, provide access to the Commission to all relevant client-level data to link with other state-based datasets to better understand client-specific and population-level outcomes associated with services offered through EmPATH units.
37. Reporting templates will be provided upon grant execution for reporting aggregate data to the Commission and Technical Assistance contractor. If providing client-level data to the Commission, Grantees may submit in a different format as long as all required fields are included.
38. Data Collection
39. Data is required to be reported annually upon opening the EmPATH unit as this will be the baseline used to measure program success. The Annual Data Collection Reporting Schedule will be based on the State Fiscal Year (July 1 through June 30) and is dependent on the timing of the opening of the EmPATH unit. Annual data reports will be due July 31 (within 30 days after the end of the State Fiscal Year).
40. Information required includes, but is not limited to:
41. Number of clients assessed/treated
    1. Age/number in each age group
    2. Primary Language/number in each primary language
    3. Ethnicity/number in each ethnicity
    4. Gender/number in each gender
42. Number/Percentage of clients stabilized and discharged
    1. Number/Percentage of each age group
    2. Number/Percentage of each primary language
    3. Number/Percentage of each ethnicity
    4. Gender/number in each gender
43. Number/Percentage of clients admitted to inpatient hospitalization
    1. Number/Percentage of each age group
    2. Number/Percentage of each primary language
    3. Number/Percentage of each ethnicity
    4. Gender/number in each gender
44. Number of times physical restraints used
    1. Number/Percentage of each age group
    2. Number/Percentage of each primary language
    3. Number/Percentage of each ethnicity
    4. Gender/number in each gender
45. Client satisfaction survey
    1. Number/Percentage of each age group
    2. Number/Percentage of each primary language
    3. Number/Percentage of each ethnicity
    4. Gender/number in each gender
46. Number/Percentage of clients who returned to the Emergency Department within 30 days after discharge
    1. Number/Percentage of each age group
    2. Number/Percentage of each primary language
    3. Number/Percentage of each ethnicity
    4. Gender/number in each gender
47. Average length of stay in EmPATH unit (hours/days) by disposition type (inpatient hospitalization or discharged)
    1. Number/Percentage of each age group
    2. Number/Percentage of each primary language
    3. Number/Percentage of each ethnicity
    4. Gender/number in each gender
48. Number/Percentage of clients who attended first outpatient follow-up appointment after discharge (if the client provided consent)
    1. Number/Percentage of each age group
    2. Number/Percentage of each primary language
    3. Number/Percentage of each ethnicity
    4. Gender/number in each gender

1. **REPORTING**
2. Upon grant execution, Grantees will be required to provide a quarterly status report on its progress in achieving the goals outlined in its application to the Commission within 30 days after the end of each reporting period. The Commission may modify the reporting schedule to better align with the Grantee’s normal month-end financial cycle. The Grantee, in collaboration with the Technical Assistance contractor, must complete a quarterly Program Plan Status Report that includes, but is not limited to, the following:
3. Status of implementing each of the components listed in the Proposed Plan submitted with the application.
4. List each type of personnel hired by the Grantee (e.g., peer support specialists, Licensed Clinical Social Workers, psychiatrists, Registered Nurses, etc.). Identify which personnel are Grantee‘s staff and which are contractors.
5. List all costs associated with developing and operating the EmPATH unit.
6. Grantees will be required to 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.
7. Note – Report templates will be provided to the Grantee upon grant execution. The Commission reserves the right to ask for additional information if the information provided is not deemed sufficient by the Commission.

# INFORMATION REQUIRED IN THE GRANT APPLICATION

Applicants must provide a response to all requirements. 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. **GRANT APPLICATION COVER SHEET (ATTACHMENT 1)**
2. Enter the applicant’s hospital/health care facility name.
3. Select the category for the grant being applied for. An Applicant can only submit an application for one of the categories. The Commission reserves the right to contact the Applicant to confirm the category they are applying for to ensure the correct Grant Application Cover Sheet is submitted.

Category 1 – EmPATH Unit serving adults ages 18+

Category 2 – EmPATH Unit serving children and youth ages 17 and under

Category 3 – EmPATH Unit located in a rural community

1. Provide the signature of the hospital/health care facility’s Chief Executive Officer/Administrator or designee. Electronic signatures are accepted.
2. Provide a Grant Coordinator contact designated to receive all communications.
3. **MINIMUM QUALIFICATIONS (ATTACHMENT 3)**
   1. 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 applying for funding have adequate experience and capacity to perform the duties as outlined in the RFA.
      * + 1. The applicant must provide evidence that they meet the following minimum qualifications:

Applicant is a licensed California hospital or 24-hour health care facility that:

1. Currently operates an acute care emergency department, including treatment of mental health emergency clients;
   1. Tribally operated hospitals that are exempt from State licensing and/or requirements must describe the basis for their exemption
2. Has been in operation for at least two years; and
3. Is licensed and certified as a health care facility by the California Department of Public Health.
4. **APPLICANT BACKGROUND (ATTACHMENT 4)**

Provide a response to the following questions and/or requirements:

1. Where is your hospital/health care facility located? Include city, county, and zip code.
2. Is your hospital/health care facility Medi-Cal certified?
3. What percentage of patients treated in your ER are covered by Medi-Cal?
4. Do you accept insurance other than Medi-Cal? Please explain.
5. Is your hospital/health care facility’s emergency department currently treating mental health clients? If yes, please provide the following:
6. Monthly average number and percent of mental health clients seen in your emergency department
   1. Provide support for the amount
7. Monthly average number and percent of mental health clients transferred from your emergency department to inpatient hospitalization
   1. Provide support for the amount
8. Average length of stay (hours) of mental health clients in your emergency department
   1. Provide support for the amount
9. Does your hospital/health care facility have existing space available for your proposed EmPATH unit?
10. Describe any in-kind services, advisory services, or other forms of non-monetary, active involvement with community partners related to behavioral health. Do not include entities/individuals that only donate money.
11. Category
    1. If the applying for Category 1, provide support and/or rationale for your selection.
    2. If the applying for Category 2, provide support and/or rationale for your selection.
    3. If the applying for Category 3, provide support for meeting the definition of “rural”. Rural for this RFA is defined as:
       1. Located outside of a Metropolitan Statistical Area or within a rural census tract of a Metropolitan Statistical Area, or
       2. Federally designated as a Critical Access Hospital
12. **PROPOSED PLAN (ATTACHMENT 5)**
    1. Provide a proposed plan that describes how the funds will be utilized to implement an EmPATH unit.
    2. Explain how the project will effectively and efficiently establish an EmPATH unit with fidelity to the EmPATH model.
    3. Explain if there is an existing facility available or if you will have to secure or build a facility for an EmPATH unit.
    4. Describe the community need for an EmPATH unit.
    5. Describe the linkages with the Applicant’s emergency department and other public systems of health and mental health care.
    6. Describe the linkages with “stepdown” community mental health crisis care and diversion options such as peer respite programs, substance use disorder treatment facilities, social services, and related assistance.
    7. How/where will clients be discharged/transferred after they are stabilized in the EmPATH unit to reduce recidivism?
    8. Provide a preliminary project timeline, including key milestones for the EmPATH model components. This will be used as a basis to work with the Technical Assistance contractor upon grant award to develop a detailed and comprehensive implementation plan.
    9. What is the estimate time frame to have an EmPATH unit operating under this grant?
    10. Describe your capacity to collect data for evaluation purposes.

1. **SUSTAINABILITY PLAN (ATTACHMENT 6)**
2. Applicants must respond to the following requirements to ensure that any system improvements created by the grant are sustainable after the grant ends. Applicants are required to include information on the steps they will take to help build their sustainability capacity, including the following:
3. Describe, in detail, the plan to ensure the continuation of the EmPATH unit after the grant ends.
4. Describe, in detail, the plan to maintain current funding and/or acquire additional/new funding to sustain the EmPATH unit after the grant term.
   1. Identify the target sources of funding and whether the funds are one-time or ongoing.
5. Identify the contribution of funds committed during the grant term. For purposes of this requirement, break out the contribution into the following categories and do not duplicate an amount in any category:
   * + 1. Medi-Cal reimbursements
          1. If Medi-Cal funding is expected to be via reimbursement per patient, please estimate the total annual Medi-Cal reimbursements anticipated for each year
          2. Amount committed for Grant Year 1, 2, and 3 (grant term)
       2. Government funds (e.g., Federal, State, or County grants. Do not included Medi-Cal)
          1. Amount committed for Grant Year 1, 2, and 3 (grant term)
          2. Identify the source of the funding and whether the funds are one-time or ongoing
       3. Other/Private funds
          1. Amount committed for Grant Year 1, 2, and 3 (grant term)
          2. Identify the source of the funding and whether the funds are one-time or ongoing
6. If including in-kind services, describe the services being provided, the dollar value, and how the amount was determined
7. **PROPOSED BUDGET (ATTACHMENTS 7 AND 8)**
   1. Provide a proposed budget totaling up to the total grant funding requested for the selected category (up to $3 million for Categories 1 and 2, and up to $2 million for Category 3). This is considered a proposed budget and will be refined after grant award and technical assistance from the TA contractor.
8. Budget Worksheet (Attachment 7)
9. Include all costs to be funded by the grant.
10. Enter all amounts for Grant Year 1, 2, and 3 (grant term).
11. This is the proposed budget for evaluation purposes that will be used to manage the grant over the grant term.
12. Refer to Attachment 7-1 for the Budget Worksheet Instructions.
13. Budget Requirements:
14. List all costs being supported by the Grant
    1. List the costs per Grantee staff, if applicable
    2. List the costs per contractor or other non-staff contracted services, if applicable
    3. List all other non-staff and non-contracted costs (e.g., training, technology, facilities, data collection, capital outlay, supplies and goods)
15. The total amount will equal the grant amount requested in this Application
16. List all other contribution of funds
    1. Amounts listed in the budget should agree with amounts listed in the Sustainability Plan section
17. The total will equal the total cost of the proposed program
18. Budget Narrative (Attachment 8)
19. In conjunction with the Budget Worksheet (Attachment 7), Applicants must complete the Budget Narrative (Attachment 8) with a description of the types of costs that are planned to be incurred by the Applicant including the following, if applicable:
    * + 1. Staffing
20. For each staff listed, what is their role and what will they be doing
21. Explain how the cost was determined, including what is included in the cost
22. State the proposed hiring month
    * + 1. Contractors or Other Non-Staff Contracted Services
23. For each contractor listed, what is their role and what will they be doing
24. Explain how the cost was determined, including what is included in the cost
25. State the proposed hiring month
    * + 1. Other Non-Staff and Non-Contracted Costs
26. For each line item, explain what is planned to be purchased and how it will be used to support the Empath program
27. Explain how the cost was determined, including what is included in the cost
28. State the proposed purchase month
29. **LETTERS OF SUPPORT (ATTACHMENT 9)**
    1. Provide Letter(s) of Support to show community support in this project (Limit of 10 Letters will be accepted). Letters of support may be from the following entities:
       1. County Behavioral Health Department
       2. Local/County government (e.g., board of supervisors)
       3. Community based organizations
       4. Private Donors
    2. Letters must be on the organization’s letterhead, where applicable, and contain the following information:
       1. A statement that they support and commit to collaborate and meaningfully engage with the Applicant on the development and operation of the EmPATH unit
       2. Signed by an authorized representative of the organization, including:
          1. Full Name
          2. Title
          3. Email
          4. Phone number
          5. Address

# APPLICATION 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 applications.

* + - 1. 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.

1. **WRITTEN QUESTIONS**

Written questions must be submitted by email to the Procurement Official identified in section VII.C, Procurement Official, using ATTACHMENT 12, Questions Template. Only questions submitted in writing and answered in writing by the Procurement Official shall be binding and official. All written questions submitted by the deadline, specified in the Key Action Dates (Table III-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 as an official addendum.

The Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) will be used to communicate with prospective applicants. Information and ongoing communications for this solicitation will be posted on both websites.

1. **PROCUREMENT OFFICIAL**

The Procurement Official is the Commission’s designated authorized representative regarding this solicitation. Applicants are directed to submit questions, bids, and submit all correspondence regarding this solicitation to the Procurement Official.

Tom Orrock, Procurement Official  
Mental Health Services Oversight and Accountability Commission  
E-mail: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov)

Subject Line: RFA EmPATH-001

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 grant to be executed between the Commission and the successful applicants.

If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the applicant shall immediately notify the Procurement Official identified in section VII.C. 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 grant, the applicant shall not be entitled to additional compensation or time by reason of the error or its later correction.

1. **CONFIDENTIALITY**

Applicant 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 grant award by issuance of an addendum to all applicants who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively.

1. **APPLICANT’S COST**

Costs for developing the application are 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 evaluation 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 expense. At a minimum, the master 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 considers as confidential information will be returned upon request of the applicant.

1. **APPEALS**

Although not required by law, the Commission will have an Appeals process for the awarding of the grants under this RFA. The provisions for the process are as follows:

1. The Appeal process is limited to only those applicants who submitted an application.
2. An Intent to Appeal letter from an applicant must be received at the address listed below no later than 3:00 p.m. (PST) five working days from the date of the posting of the Notice of Intent to Award.
3. The only acceptable delivery method for Intent to Appeal letters 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.
4. Include the following label information and deliver your Intent to Appeal letter in a sealed envelope:

Applicant Name

Street Address

City, State, Zip Code

APPEAL LETTER: RFA EmPATH-001 Grant Award

Tom Orrock, Procurement Official

Mental Health Services Oversight & Accountability Commission

1812 9th Street, Sacramento, California 95811

1. Within five working days from the date the Commission receives the Intent to Appeal letter, the protesting 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.
2. The Letter of Appeal must describe the factors that support the applicant’s claim that the appealing applicant would have been awarded the grant had the Commission correctly applied the prescribed evaluation rating standards in the RFA or if the Commission had followed the evaluation 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.
3. If a Letter of Appeal is filed, the grant shall not be awarded until the Commission has reviewed and resolved the appeal.
4. The Executive Director of the Commission 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.

# APPLICATION 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 evaluate each application uniformly and fairly. Applicants 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 | Intent to Apply |
| Attachment 3 | Minimum Qualifications |
| Attachment 4 | Applicant Background |
| Attachment 5 | Proposed Plan |
| Attachment 6 | Sustainability Plan |
| Attachment 7 | Budget Worksheet |
| Attachment 8 | Budget Narrative |
| Attachment 9 | Letters of Support |
| Attachment 10 | Payee Data Record (Std. 204) |
| Attachment 11 | Final Submission Checklist |

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

1. **REQUIRED APPLICATION FORMAT**

Applications must be submitted electronically to the Procurement Official listed in Section VII.C above. Applications may be submitted in either Word or PDF format. If submitting in PDF format, please ensure the document is in a readable PDF format. Applications 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 an application to be rejected.

Applications must be submitted by the due date and time listed on Table III-1 above.

# ADMINISTRATION

1. **PAYEE DATA RECORD (Std. 204) (ATTACHMENT 10)**

The Payee Data Record is required to receive 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.

1. **BUDGET DETAIL AND PAYMENT PROVISIONS**
   1. Invoicing and Payment
      1. For activities/tasks 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 Grantee in accordance with the rates specified in the grant.
      2. Invoices shall include the grant agreement number and shall not be submitted more frequently than quarterly in arrears via email to:

MHSOAC  
Attention: Accounting Office  
[Accounting@mhsoac.ca.gov](mailto:Accounting@mhsoac.ca.gov)  
Subject Line: EmPATH Grant

* 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 grant does not appropriate sufficient funds for the program, the grant shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under the grant and the Grantee shall not be obligated to perform any provisions of the grant.
     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 the grant with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the reduced amount.
     3. If the grant overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which the grant was executed, the State may exercise its option to cancel the grant.
     4. In addition, the grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of the grant in any manner.
  2. Cost
     1. The total amount of the grant cannot exceed the total amount requested on the Budget Worksheet (ATTACHMENT 7).
     2. The Commission reserves the right to adjust the grant amount and grant term as needed during the grant term. Any change will occur through a grant amendment.
  3. Prompt Payment Clause
     1. 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.
  4. General Terms and Conditions
     1. See Appendix 1 – General Terms and Conditions for the standard rules covering the grant.

# APPLICATION SCORING

Applications will be separated by Category selected. Applications will be reviewed and scored based on the Applicant’s response to each requirement. Points will be awarded for responses meeting the requirement.

Scoring will be conducted in the following areas described below:

* Mandatory Requirements
* Scored Requirements

1. **MANDATORY REQUIREMENTS**

All requirements are considered mandatory, in that they all require a response. Responding “Not Applicable (N/A)” is appropriate if true. Not responding to all of the requirements, or providing false information, are grounds for disqualification.

1. **SCORED REQUIREMENTS**

Requirements as stated in Section VI. Information Required in the Grant Application (ATTACHMENTS 1 through 9) will be scored.

Scoring criteria is listed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SCORING CRITERIA APPLICATION** | | | | |
| Response does not address the requirement | Response is partially complete including clarity and reasonableness  (less than 30%) | Response is partially complete including clarity and reasonableness  (30% - 49%) | Response is partially complete including clarity and reasonableness  (50% - 89%) | Response is fully complete including clarity and reasonableness (90%+) |
| 0% of  available points | 25% of  available points | 50% of  available points | 75% of  available points | 100% of available points |

Total points available:

|  |  |  |
| --- | --- | --- |
|  | Requirement | Points Available |
| ADMINISTRATIVE REQUIREMENTS | | |
| 1 | GRANT APPLICATION COVER SHEET | Pass/Fail |
| 2 | INTENT TO APPLY | Pass/Fail |
| 3 | MINIMUM QUALIFICATIONS | Pass/Fail |
| SCORED REQUIREMENTS | | |
| 4 | APPLICANT BACKGROUND | 4,300 |
| 5 | PROPOSED PLAN | 4,100 |
| 6 | SUSTAINABILITY PLAN | 4,500 |
| 7 | PROPOSED BUDGET / BUDGET WORKSHEET | 4,000 |
| 8 | LETTERS OF SUPPORT | 1,800 |
|  | TOTAL POINTS AVAILABLE | 18,700 |

Detailed scoring is listed below. Scores will be applied based on the completeness of the response, which includes the quality of listed items asked for in the requirements. The more complete the response, the more points will be awarded, up to the total amount of available points designated for each requirement.

Note the table below does not contain the full requirement description as the intent is only to provide the possible points for each requirement. Refer to the respective RFA sections for the complete requirement.

**SCORING**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| **VI. INFORMATION REQUIRED IN THE GRANT APPLICATION** | |  |
| A | GRANT APPLICATION COVER SHEET |  |
| A.1. | Enter the applicant’s hospital/health care facility name. | Pass / Fail |
| A.2. | Select the category for the grant being applied for. An Applicant can only submit an application for one of the categories. | Pass / Fail |
| A.3. | Provide the signature of the hospital/health care facility’s Chief Executive Officer/Administrator or designee. Electronic signatures are accepted. | Pass / Fail |
| A.4. | Provide a Grant Coordinator contact designated to receive all communications. | Pass / Fail |
| B. | MINIMUM QUALIFICATIONS |  |
| B.1.a.1. | Applicant is a licensed California hospital or 24-hour health care facility | Pass / Fail |
| B.1.a.1.a) | Currently operates a licensed emergency department treating mental health clients;  Tribally operated hospitals that are exempt from State licensing and/or requirements must describe the basis for their exemption | Pass / Fail |
| B.1.a.1.b) | Has been in operation for at least two years; | Pass / Fail |
| B.1.a.1.c) | Is licensed and certified as a health care facility by the California Department of Public Health. | Pass / Fail |
| C. | APPLICANT BACKGROUND |  |
| C.1. | Where is your hospital/health care facility located? Include city, county, and zip code. | 100 |
| C.2. | Is your hospital/health care facility Medi-Cal certified? | 100 |
| C.3. | What percentage of patients treated in your ER are covered by Medi-Cal? | 100 |
| C.4. | Do you accept insurance other than Medi-Cal? Please explain. | 100 |
| C.5. | Is your hospital/health care facility’s emergency department currently treating mental health clients? If yes, please provide the following: | 100 |
| C.5.a. | Monthly average number and percent of mental health clients seen in your emergency department. | 100 |
| C.5.a.1. | Provide support for the amount | 200 |
| Calculation | Applicant’s monthly average number of mental health clients seen in your emergency department / Applicant with the highest number in response to C.5.a. x 500 points | 500 |
| Calculation | Applicant’s monthly average percent of mental health clients seen in your emergency department / Applicant with the highest percent in response to C.5.a. x 500 points | 500 |
| C.5.b. | Monthly average number and percent of mental health clients transferred from your emergency department to inpatient hospitalization. | 100 |
| C.5.b.1. | Provide support for the amount | 200 |
| Calculation | Applicant’s monthly average number of mental health clients transferred from your emergency department to inpatient hospitalization / Applicant with the highest number in response to C.5.b. x 500 points | 500 |
| Calculation | Applicant’s monthly average percent of mental health clients transferred from your emergency department to inpatient hospitalization / Applicant with the highest number in response to C.5.b. x 500 points | 500 |
| C.5.c. | Average length of stay (hours) over the past year of mental health clients in your emergency department. | 100 |
| C.5.c.1. | Provide support for the amount | 200 |
| Calculation | Average length of stay (hours) over the past year of mental health clients in your emergency department / Applicant with the highest number in response to C.5.c. x 500 points | 500 |
| C.6. | Does your hospital/health care facility have existing space available for your proposed EmPATH unit? | 100 |
| C.7. | Describe any in-kind services, advisory services, or other forms of non-monetary, active involvement with community partners. Do not include entities/individuals that only donate money. | 200 |
| C.8. | Category   * 1. If the applying for Category 1, provide support and/or rationale for your selection.   2. If the applying for Category 2, provide support and/or rationale for your selection.   3. If the applying for Category 3, provide support for meeting the definition of “rural”. Rural for this RFA is defined as:      + 1. Located outside of a Metropolitan Statistical Area or within a rural census tract of a Metropolitan Statistical Area, or  1. Federally designated as a Critical Access Hospital | 100 |
| D. | PROPOSED PLAN |  |
| D.1. | Provide a proposed plan that describes how the funds will be utilized to implement an EmPATH unit. | 500 |
| D.2. | Explain how the project will effectively and efficiently establish an EmPATH unit with fidelity to the EmPATH model. | 500 |
| D.3. | Explain if there is an existing facility available or if you will have to secure or build a facility for an EmPATH unit. | 500 |
| D.4. | Describe the community need for an EmPATH unit. | 400 |
| D.5. | Describe the linkages with the Applicant’s emergency department and other public systems of health and mental health care. | 400 |
| D.6. | Describe the linkages with “stepdown” community mental health crisis care and diversion options such as peer respite programs, substance use disorder treatment facilities, social services, and related assistance. | 400 |
| D.7. | How/where will clients be discharged/transferred after they are stabilized in the EmPATH unit to reduce recidivism? | 300 |
| D.8. | Provide a preliminary project timeline, including key milestones for the EmPATH model components. This will be used as a basis to work with the Technical Assistance contractor upon grant award to develop a detailed and comprehensive implementation plan. | 400 |
| D.9. | What is the estimate time frame to have an EmPATH unit operating under this grant? | 400 |
| D.10. | Describe your capacity to collect data for evaluation purposes. | 300 |
| E. | SUSTAINABILITY PLAN |  |
| E.1.a. | Describe, in detail, the plan to ensure the continuation of the EmPATH unit after the grant ends. | 500 |
| E.1.b. | Describe, in detail, the plan to maintain current funding and/or acquire additional/new funding to sustain the EmPATH unit after the grant term. | 500 |
| E.1.b.1. | Identify the target sources of funding and whether the funds are one-time or ongoing | 400 |
|  | Identify the contribution of funds committed during the grant term. |  |
| E.1.c.1. | Medi-Cal reimbursements   1. If Medi-Cal funding is expected to be via reimbursement per patient, please estimate the total annual Medi-Cal reimbursements anticipated for each year 2. Amount committed for Grant Year 1, 2, and 3 (grant term) | 300 |
| Calculation | Medi-Cal amount committed by Applicant / Highest amount committed by all Applicants x 400 points | 400 |
| E.1.c.2. | Government funds (e.g., Federal, State, or County grants. Do not included Medi-Cal)   1. Amount committed for Grant Year 1, 2, and 3 (grant term) 2. Identify the source of the funding and whether the funds are one-time or ongoing | 300 |
| Calculation | Government funds amount committed by Applicant / Highest amount committed by all Applicants x 400 points | 400 |
| E.1.c.3. | Other/Private funds   1. Amount committed for Grant Year 1, 2, and 3 (grant term) 2. Identify the source of the funding and whether the funds are one-time or ongoing | 300 |
| Calculation | Other/Private funds amount committed by Applicant / Highest amount committed by all Applicants x 400 points | 400 |
| Calculation | Total amount of all funds committed by Applicant / Highest total amount of funds committed by all Applicants x 500 points | 500 |
| E.1.d. | If including in-kind services, describe the services being provided, the dollar value, and how the amount was determined | 500 |
| G. | PROPOSED BUDGET |  |
| F.1.a. | Budget Worksheet (Attachment 7) | 2,000 |
| F.1.b. | Budget Narrative (Attachment 8) | 2,000 |
| G. | LETTERS OF SUPPORT |  |
| G.1. | Letters of Support  (100 points for each, with a maximum of 1,000 points available) | 1,000 |
| Calculation | There are 4 categories for Letters of Support in the RFA:   1. County Behavioral Health Department 2. Local/County government (e.g., board of supervisors) 3. Community based organizations 4. Private donors   (Points will be awarded based on number of categories represented in the Letters of Support)  (1 category = 100 points, 2 categories = 200 points, 3 categories = 500 points, 4 categories = 800 points) | 800 |
| TOTAL POINTS | | 18,700 |

1. **GRANT AWARD DETERMINATION**
   1. Funds will be awarded as follows:
      1. Category 1 – The top four (4) highest scoring proposals will receive their requested funds.
      2. Category 2 and 3 – The top scoring proposal will receive their requested funds.
      3. If there are not enough Category 1 proposals to award 4 grants, the remaining Category 1 funds will be allocated to Category 2 for awarding additional grants to the next highest scoring proposal(s).
         1. If funds remain after fully funding Category 2 proposals, they will be allocated to Category 3 for awarding additional grants to the next highest scoring proposal(s).
      4. If there are not enough Category 2 proposals to award a grant, the remaining Category 2 funds will be allocated to Category 1 for awarding additional grants to the next highest scoring proposal(s).
         1. If funds remain after fully funding Category 1 proposals, they will be allocated to Category 3 for awarding additional grants to the next highest scoring proposal(s)
      5. If there are not enough Category 3 proposals to award a grant, the remaining Category 3 funds will be allocated to Category 1 for awarding additional grants to the next highest scoring proposal(s).
         1. If funds remain after fully funding Category 1 proposals, they will be allocated to Category 2 for awarding additional grants to the next highest scoring proposal(s).
      6. If after allocating funds to another category there are not enough funds to award another grant at the full amount requested, the Commission will use its discretion as to how the funds will be allocated or used to support the objective of the grant.
      7. The Commission reserves the right to negotiate to finalize any grant.

# ATTACHMENT 1: GRANT APPLICATION COVER SHEET

**Emergency Psychiatric Assessment, Treatment, and Healing (EmPATH) Unit**

**Grant Application Cover Sheet**

Provide the information below.

|  |  |  |
| --- | --- | --- |
| Name of Hospital/Health Care Facility | CEO/Administrator or Designee Name and Title | |
|  |  | |
| CEO/Administrator or Designee Signature | | Date |
|  | |  |

I HEREBY CERTIFY under penalty of perjury that I have the authority to apply for this grant and that all information provided is true and accurate.

Applicant’s Grant Coordinator Contact Information:

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

|  |
| --- |
| **Grant category being applied for (Select one):** |
| Category 1 – EmPATH Unit serving adults ages 18+  Category 2 – EmPATH Unit serving children and youth ages 17 and under  Category 3 – EmPATH Unit located in a rural community |

# ATTACHMENT 2: INTENT TO APPLY

Tom Orrock  
Mental Health Oversight and Accountability Commission  
1812 9TH Street  
Sacramento, CA 95811

Reference: RFA EmPATH-001

Send to: procurements@mhsoac.ca.gov

This is to notify you that it is our present intent to submit an application in response to the above referenced RFA. The individual to whom information regarding this RFA should be transmitted is:

|  |  |
| --- | --- |
| Name: |  |
| Company Name: |  |
| Address: |  |
| City, State and ZIP Code: |  |
| Telephone: |  |
| E-Mail: |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name (Signature) |  | Date |
| Name and Title (Print) |  | Telephone |
| Company Name |  | Email |

**ATTACHMENT 3: MINIMUM QUALIFICATIONS**

|  |  |  |
| --- | --- | --- |
| Qualification | Yes/No | Documentation Provided: |
| * + - 1. Applicant is a licensed California hospital or 24-hour health care facility | Yes  No |  |
| 1. Currently operates an acute care emergency department, including treatment of mental health emergency clients;    1. Tribally operated hospitals that are exempt from State licensing and/or requirements must describe the basis for their exemption | Yes  No |  |
| b) Has been in operation for at least two years; | Yes  No |  |
| 1. Is licensed and certified as a health care facility by the California Department of Public Health | Yes  No |  |

# 

# ATTACHMENT 4: APPLICANT BACKGROUND

|  |  |
| --- | --- |
| **C. APPLICANT BACKGROUND** | |
| C.1. | Where is your hospital/health care facility located? Include city, county, and zip code. |
| C.1.a. | If the applying for Category 3, provide support for meeting the definition of “rural”. Rural for this RFA is defined as:   * + - 1. Located outside of a Metropolitan Statistical Area or within a rural census tract of a Metropolitan Statistical Area, or       2. Federally designated as a Critical Access Hospital |
| C.2. | Is your hospital/health care facility already Medi-Cal certified? |
| C.3. | What percentage of patients treated in your ER are covered by Medi-Cal? |
| C.4. | Do you accept insurance other than Medi-Cal? Please explain. |
| C.5. | Is your hospital/health care facility’s emergency department currently treating mental health clients? If yes, please provide the following: |
| C.5.a. | Monthly average number and percent of mental health clients seen in your emergency department. |
| C.5.a.1. | Provide support for the amount |
| C.5.b. | Monthly average number and percent of mental health clients transferred from your emergency department to inpatient hospitalization. |
| C.5.b.1. | Provide support for the amount |
| C.5.c. | Average length of stay (hours/days) of mental health clients in your emergency department. |
| C.5.c.1. | Provide support for the amount |
| C.6. | Does your hospital/health care facility have existing space available for your proposed EmPATH unit? |
| C.7. | Describe any in-kind services, advisory services, or other forms of non-monetary, active involvement with community partners. Do not include entities/individuals that only donate money. |
| C.8 | Category  a. If the applying for Category 1, provide support and/or rationale for your selection.  b. If the applying for Category 2, provide support and/or rationale for your selection.  c. If the applying for Category 3, provide support for meeting the definition of “rural”. Rural for this RFA is defined as:  1. Located outside of a Metropolitan Statistical Area or within a rural census tract of a Metropolitan Statistical Area, or   1. Federally designated as a Critical Access Hospital |

# ATTACHMENT 5: PROPOSED PLAN

|  |  |
| --- | --- |
| **D. PROPOSED PLAN** | |
| D.1. | Provide a proposed plan that describes how the funds will be utilized to implement an EmPATH unit. |
| D.2. | Explain how the project will effectively and efficiently establish an EmPATH unit with fidelity to the EmPATH model. |
| D.3. | Explain if there is an existing facility available or if you will have to secure or build a facility for an EmPATH unit. |
| D.4. | Describe the community need for an EmPATH unit. |
| D.5. | Describe the linkages with the Applicant’s emergency department and other public systems of health and mental health care. |
| D.6. | Describe the linkages with “stepdown” community mental health crisis care and diversion options such as peer respite programs, substance use disorder treatment facilities, social services, and related assistance. |
| D.7. | How/where will clients be discharged/transferred after they are stabilized in the EmPATH unit to reduce recidivism? |
| D.8. | Provide a preliminary project timeline, including key milestones for the EmPATH model components. This will be used as a basis to work with the Technical Assistance contractor upon grant award to develop a detailed and comprehensive implementation plan. |
| D.9. | What is the estimate time frame to have an EmPATH unit operating under this grant? |
| D.10. | Describe your capacity to collect data for evaluation purposes. |

# ATTACHMENT 6: SUSTAINABILITY PLAN

|  |  |
| --- | --- |
| **E. Sustainability Plan** | |
| E.1. | Applicants must respond to the following requirements to ensure that any system improvements created by the grant are sustainable after the grant ends. Applicants are required to include information on the steps they will take to help build their sustainability capacity, including the following: |
| E.1.a. | Describe, in detail, the plan to ensure the continuation of the EmPATH unit after the grant ends. |
| E.1.b. | Describe, in detail, the plan to maintain current funding and/or acquire additional/new funding to sustain the EmPATH unit after the grant term. |
| E.1.b.1. | Identify the target sources of funding and whether the funds are one-time or ongoing. |
|  | Identify the contribution of funds committed during the grant term. For purposes of this requirement, break out the contribution into the following categories and do not duplicate an amount in any category: |
| E.1.c.1.a). | Medi-Cal  If Medi-Cal funding is expected to be via reimbursement per patient, please estimate the total annual Medi-Cal reimbursements anticipated for each year   1. Amount committed for Grant Year 1, 2, and 3 (grant term):   Grant Year 1:  Grant Year 2:  Grant Year 3: |
| E.1.c.2.a). | Government funds (e.g., Federal, State, or County grants. Do not included Medi-Cal)  Amount committed for Grant Year 1, 2, and 3 (grant term):  Grant Year 1:  Grant Year 2:  Grant Year 3: |
| E.1.c.2.b) | Identify the source of the funding and whether the funds are one-time or ongoing |
| E.1.c.3.a) | Other/Private funds  Amount committed for Grant Year 1, 2, and 3 (grant term):  Grant Year 1:  Grant Year 2:  Grant Year 3: |
| E.1.c.3.b). | Identify the source of the funding and whether the funds are one-time or ongoing |
| E.1.d. | If including in-kind services, describe the services being provided, the dollar value, and how the amount was determined |

# ATTACHMENT 7: budget worksheet

**The Budget Worksheet (ATTACHMENT 7) must be prepared according to the Budget Worksheet Instructions found in ATTACHMENT 7-1. The total cost on the Budget Worksheet must equal the total amount of the grant.**

File name is: MHSOAC RFA EmPATH-001 – ATTACHMENT 7 – Budget Worksheet

Complete the Budget Worksheet Excel workbook and attach to the application.

# ATTACHMENT 7-1: budget worksheet instructions

Information provided in the Budget Worksheet (Attachment 7) should reflect the Applicant’s plans to implement the components of the EmPATH model. The staff and contractors 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 Request. The information entered onto the Budget Worksheet should correspond with the information provided in the Budget Narrative.

The Applicant should provide its best estimate in terms of types of staff being sought for positions and anticipated expenditures. The Budget Worksheet will be used to manage the grant over the grant term. Any changes to the Budget Worksheet 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 Budget Worksheet. 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 36.
    3. GY 1
       1. Enter the cost (salary) of the staff for the first Grant Year (i.e., months 1-12 from the grant execution date)
    4. GY 2
       1. Enter the cost (salary) of the staff for the second Grant Year (i.e., months 13 -24 from the grant execution date)
    5. GY 3
       1. Enter the cost (salary) of the staff for the third Grant Year (i.e., months 25-36 from the grant execution date)
    6. Total All GYs
       1. Summation of all Grant Years for each line item on the Cost Worksheet
    7. Total Personnel Services
       1. Summation, by Grant Year, of personnel service salaries for staff hired
    8. Hire Contractors or other non-staff
       1. List each entity/role/classification that will be hired as a contractor for this program
    9. 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.
    10. GY 1
        1. Enter the cost for each contractor listed for the first Grant Year (i.e., months 1-12 from the grant execution date)
    11. GY 2
        1. Enter the cost for each contractor listed for the second Grant Year (i.e., months 13-24 from the grant execution date)
    12. GY 3
        1. Enter the cost for each contractor listed for the third Grant Year (i.e., months 25-36 from the grant execution date)
    13. Total All GYs
        1. Summation of all Grant Years for each line items on the Cost Worksheet
    14. Total Contracted Services
        1. Summation, by Grant Year, of contractors cost
    15. Total Personnel/Contracted Services
        1. Summation, by Grant Year, of Total Personnel Services and Total Contracted Services
    16. 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)
    17. 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 36.
    18. GY 1
        1. Enter the cost for each Other Costs listed for the first Grant Year (i.e., months 1-12 from the grant execution date)
    19. GY 2
        1. Enter the cost for each Other Costs listed for the second Grant Year (i.e., months 13-24 from the grant execution date)
    20. GY 3
        1. Enter the cost for each Other Costs listed for the third Grant Year (i.e., months 25-36 from the grant execution date)
    21. Total All GYs
        1. Summation of all Grant Years for each line items on the Cost Worksheet
    22. Total Other Costs
        1. Summation, by Grant Year, of Other Costs
    23. Total Proposed Grant Request
        1. Summation of all grant costs proposed by Grant Year
        2. The total of all 3 years shall equal the total amount of the grant request.
    24. Other Contribution of Funds
        1. All Contribution of funds committed by Grant Year
        2. The total of all 3 years shall equal the total amount of the Contribution of funds committed to the program.
    25. GY 1
        1. Enter the amount for each Other Contribution of Funds listed for the first Grant Year (i.e., months 1-12 from the grant execution date)
    26. GY 2
        1. Enter the amount for each Other Contribution of Funds listed for the second Grant Year (i.e., months 13-24 from the grant execution date)
    27. GY 3
        1. Enter the amount for each Other Contribution of Funds listed for the third Grant Year (i.e., months 25-36 from the grant execution date)
    28. Total All GYs
        1. Summation of all Grant Years for each line items on the Cost Worksheet
    29. Medi-Cal Reimbursements
        1. Enter the amount committed for contribution for each Grant Year
    30. Government Funding
        1. Enter the amount committed for contribution for each Grant Year
    31. Other/Private Funds
        1. Enter the amount committed for contribution for each Grant Year
    32. Total Other Contribution of Funds
        1. Summation of all Other Contribution of Funds by Grant Year
    33. 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.

**EXAMPLE BUDGET WORKSHEET**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **ATTACHMENT 7** | | | | | |
|  | **BUDGET WORKSHEET - EmPATH** | | | | | |
|  | (Whole Dollars) | | | | | |
|  | **Applicant: EXAMPLE** |  |  |  |  |  |
|  |  |  |  |  |  |  |
| (1) Hire Staff (list individual role/classification) (add rows as needed) | | (2) Hiring Month | (3) GY 1 | (4) GY 2 | (5) GY 3 | (6) Total All GYs |
|  | Psychiatrist | 4 | 70,000 | 210,000 | 210,000 | 490,000 |
|  | Registered Nurse 1 | 4 | 50,000 | 150,000 | 150,000 | 350,000 |
|  | Registered Nurse 2 | 4 | 50,000 | 150,000 | 150,000 | 350,000 |
|  | Social Worker 1 | 6 | 50,000 | 100,000 | 100,000 | 250,000 |
|  | Social Worker 2 | 6 | 50,000 | 100,000 | 100,000 | 250,000 |
|  | Psychiatric Assistant | 6 | 60,000 | 120,000 | 120,000 | 300,000 |
|  |  |  |  |  |  |  |
|  | (7) Total Personnel Services |  | 330,000 | 830,000 | 830,000 | 1,990,000 |
|  |  |  |  |  |  |  |
| (8) Hire Contractors or other non-staff (If applicable, list individual role/classification) (Add rows as needed) | | (9) Hiring Month | (10) GY 1 | (11) GY 2 | (12) GY 3 | (13) Total All GYs |
|  | CBO A | 3 | 30,000 | 120,000 | 120,000 | 270,000 |
|  | Company A | 1 | 100,000 | 100,000 | 100,000 | 300,000 |
|  |  |  |  |  |  |  |
|  | (14) Total Contracted Services |  | 130,000 | 220,000 | 220,000 | 570,000 |
|  |  |  |  |  |  |  |
|  | (15) Total Personnel/Contracted Services | | 460,000 | 1,050,000 | 1,050,000 | 2,560,000 |
|  |  |  |  |  |  |  |
| (16) Other Costs (non-staff and non-contracted services) | | (17) Exp Month | (18) GY 1 | (19) GY 2 | (20) GY 3 | (21) Total All GYs |
|  | Training | 4 | 10,000 | 30,000 | 30,000 | 70,000 |
|  | Facilities | 8 | 40,000 | 120,000 | 120,000 | 280,000 |
|  | Technology | 3 | 10,000 | 40,000 | 40,000 | 90,000 |
|  |  |  |  |  |  |  |
|  | (22) Total Other Costs |  | 60,000 | 190,000 | 190,000 | 440,000 |
|  |  |  |  |  |  |  |
|  | **(23) Total Grant Request (*Cannot exceed $3,000,000 for Category 1 and 2, or $2,000,000 for Category 3)*)** | | **520,000** | **1,240,000** | **1,240,000** | **3,000,000** |
|  | (24) Other Contribution of Funds |  | (25) GY 1 | (26) GY 2 | (27) GY 3 | (28) Total All GYs |
|  |  |  |  |  |  |  |
|  | (29) Medi-Cal Reimbursements |  | 50,000 | 100,000 | 100,000 | 250,000 |
|  |  |  |  |  |  |  |
|  | (30) Government Funding |  | 25,000 | 50,000 | 50,000 | 125,000 |
|  |  |  |  |  |  |  |
|  | (31) Other/Private Funds |  | 100,000 | 100,000 | 100,000 | 300,000 |
|  |  |  |  |  |  |  |
|  | (32) Total Other Contribution of Funds |  | 175,000 | 250,000 | 250,000 | 675,000 |
|  |  |  |  |  |  |  |
|  | (33) Total Proposed Program Costs |  | 695,000 | 1,490,000 | 1,490,000 | 3,675,000 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **\*** Administration costs cannot exceed 15% of the total Grant Request (line 23) | | | | |  |

# ATTACHMENT 8: BUDGET NARRATIVE

|  |  |  |
| --- | --- | --- |
| **F. Budget Narrative** | | |
| The Budget Narrative (ATTACHMENT 8) must be prepared in conjunction with the Budget Worksheet (ATTACHMENT 7). | | |
| 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) | Contractors or Other Non-Staff Contracted Services | |
| 1) | For each contractor 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 Non-Staff and Non-Contracted Costs | |
| 1) | For each line item, explain what is planned to be purchase and how it will be used to support the Empath program |
| 2) | Explain how the cost was determined, including what is included in the cost |
| 3) | State the proposed purchase month |

# ATTACHMENT 9: LETTERS OF SUPPORT

Applicant must include all Letters of Support as Attachment 9 to the application.

|  |
| --- |
| **G. Letters of Support** |
| 1. Provide Letter(s) of Support to show community support in this project (Limit of 10 Letters will be accepted). Letters of support may be from the following entities:    1. County Behavioral Health Department    2. Local/County government (e.g., board of supervisors)    3. Community based organizations    4. Private Donors 2. Letters must be on the organization’s letterhead, where applicable, and contain the following information:    1. A statement that they support and commit to collaborate and meaningfully engage with the Applicant on the development and operation of the EmPATH unit    2. Signed by an authorized representative of the organization, including:       1. Full Name       2. Title       3. Email       4. Phone number       5. Address |
|  |

# ATTACHMENT 10: PAYEE DATA RECORD (STD. 204)

The applicant must complete and submit the Payee Data Record (STD. 204) with their application.

This form is available at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

# ATTACHMENT 11: Final submission checklist

Complete this checklist to confirm the items in your application. Place a check mark or “X” next to each item that you are submitting to the Commission. For your application to be complete, all required attachments, along with this checklist, must be returned with your application.

|  |  |
| --- | --- |
| **Check** | **DESCRIPTION** |
|  | Attachment 1: Grant Application Cover Sheet |
|  | Attachment 2: Intent to Apply |
|  | Attachment 3: Minimum Qualifications |
|  | Attachment 4: Applicant Background |
|  | Attachment 5: Proposed Plan |
|  | Attachment 6: Sustainability Plan |
|  | Attachment 7: Budget Worksheet |
|  | Attachment 8: Budget Narrative |
|  | Attachment 9: Letters of Support |
|  | Attachment 10: Payee Data Record (Std. 204) |
|  | Attachment 11: Final Submission Checklist |

# ATTACHMENT 12: QUESTIONS TEMPLATE

Use this template for submitting questions in relation to this solicitation. Add rows as needed. Follow the Key Action Dates in Table III-1 and submit to the Procurement Official identified in Section VII.C.

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

# APPENDIX 1: GENERAL TERMS AND CONDITIONS

1. Amendment: 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 the parties.
2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. Audit: 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 Grantee’s records andsupportingdocumentationpertinent to its performance. Grantee agrees to maintain such records and documents for five years after December 31, 2026, which is the date the US Treasury has set as when the funding ends. Grantee 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). Commission agrees to give Grantee advance written notice of any onsite audit.
4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of Commission.
6. 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.  This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. Dispute Resolution:
   1. *First Level*. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Grant Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 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. *Second Level*. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor’s representative(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. *Arbitration*. 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.
8. 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 term “electronic signature” means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved.  The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.
10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.

1. Independent Contractor*:* Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of Commission.
2. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
3. Commission Logo: Grant agreement hereby authorizes the uses of Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees 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 Grantee upon the request.
4. Non-Discrimination: Grantee shall not discriminate against 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. Grantee represents that this pledge extends to its obligations as an employer. Grantee also represents that it will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.
5. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other’s Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.
6. Presentations: Grantee shall meet with Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.
7. Progress Reports: Unless otherwise specified in the RFA, Grantee shall provide a monthly progress report to Commission. This Report must be in writing unless an oral Report is approved in advance. This Report shall include the status of grant deliverables and a statement as to why they are (or are not) on schedule. Grantee shall cooperate with and shall be available to meet with Commission to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
8. Public Records Act: Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq*. Under the PRA, medical records, data and any other information in the custody of Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.
9. Publications And Reports: Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. Commission further reserves the right to authorize others to use or reproduce such materials.
10. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
11. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee’s staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Grantee’s data, working papers and other written materials as needed for this purpose.
12. Subordinate Agreements:
    1. Pass-Through. Grantee shall not “pass through” any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding; or, as identified by written Notice to the Grant Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:
       1. Incorporate the reporting requirements in this RFA
       2. Incorporate the invoicing requirements in this RFA
       3. Incorporate the data requirements in this RFA
       4. Include the following provisions from this Exhibit 1: Audit, Commission Logo, Presentations and Governing Law/Forum
    2. Vendors. Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor contracts: Audit, Commission Logo, Presentations and Governing Law/Forum.
13. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.
14. Termination For Cause: Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, MSHOAC agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.
15. (Removed. Does not apply.)
16. 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; that is, in addition to every other remedy provided by law. Any failure by Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.

# APPENDIX 2: GLOSSARY OF TERMS

|  |  |
| --- | --- |
| Term | Definition |
| Crisis Stabilization Unit (CSU) | Per California Code of Regulations (CCR) Title 9, Section 1840.338 and 1840.348, crisis stabilization is a service that lasts less than 24 hours and is provided to or on behalf of a beneficiary for a condition that requires a more timely response than a regularly scheduled visit.  Service activities include, but are not limited to:   * + Assessment   + Collateral   + Therapy   + Crisis Intervention   + Medication Support Services   + Referral   Crisis stabilization is delivered by providers who meet contact, site, and staffing requirements for crisis stabilization described in CCR Title 9, §§ 1840.338 and 1840.348.  Crisis stabilization must be provided onsite at a licensed 24-hour health care facility, as part of a hospital-based outpatient program, certified by the State to perform crisis stabilization.  The maximum allowance provided for in CCR, Title 22 for “Crisis Stabilization: Emergency Room” shall apply when the service is provided in a 24-hour facility, including a hospital outpatient department.  Source:  [Specialty Mental Health Services Medi-Cal Billing Manual (May 2022](https://www.dhcs.ca.gov/provgovpart/Documents/Billing-Manual-v-1-1-June-2022.pdf)) |
| Critical Access Hospital (CAH) | The Center for Medicare and Medicaid Services (CMS) designates certain rural hospitals meeting the following criteria as Critical Access Hospitals (CAHs):   * Be located in a State that has established a State Medicare Rural Hospital Flexibility Program; * Be designated by the State as a CAH; * Be located in a rural area or an area that is treated as rural; * Be located either more than 35-miles from the nearest hospital or CAH or more than 15 miles in areas with mountainous terrain or only secondary roads; OR prior to January 1, 2006, were certified as a CAH based on State designation as a “necessary provider” of health care services to residents in the area. * Maintain no more than 25 inpatient beds that can be used for either inpatient or swing-bed services; * Maintain an annual average length of stay of 96 hours or less per patient for acute inpatient care (excluding swing-bed services and beds that are within distinct part units); * Demonstrate compliance with the CAH Medicare Conditions of Participation (CoPs) listed in the “Code of Federal Regulations” at 42 CFR Part 485 subpart F; and * Furnish 24-hour emergency care services 7 days a week.   In addition to the 25 inpatient CAH beds, a CAH may also operate a psychiatric and/or a rehabilitation distinct part unit of up to 10 beds each. These units must comply with the Hospital CoPs.  Hospitals designated as CAHs receive increased revenues through the cost-based reimbursement Medicare Program and are certified under a different set of eligibility rules called Medicare CoPs.  The California State Office of Rural Health (CalSORH), in partnership with the Federal Health Resources and Services Administration, participates in the Flex Program which was established by Congress in 1997 to stabilize America’s smallest and most vulnerable rural hospitals, as well as improve hospital-based healthcare access for rural communities.  Sources:  [CMS Critical Access Hospital Eligibility Criteria](https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/CertificationandComplianc/CAHs)  [California State Office of Rural Health Flex/CAH Program](https://hcai.ca.gov/workforce-capacity/california-primary-care-office/medicare-rural-hospital-flexibility-critical-access-hospital-flex-cah-program/)  [California Critical Access Hospital Network](https://www.ccahn.org/post/california-critical-access-hospital-map) |
| Metropolitan Statistical Area (MSA) | The United States Office of Management and Budget (OMB) delineates metropolitan statistical areas (MSAs) according to published standards that are applied to Census Bureau data. The general concept of a MSA is that of a core area containing a substantial population nucleus, together with adjacent communities having a high degree of economic and social integration with that core.  Each MSA must have at least one urbanized area of 50,000 or more inhabitants. If specified criteria are met, a MSA containing a single core with a population of 2.5 million or more may be subdivided to form smaller groupings of counties referred to as "metropolitan divisions."  Currently delineated MSAs are based on application of 2010 standards (which appeared in the Federal Register on June 28, 2010) to 2010 Census and 2011-2015 American Community Survey data, as well as 2018 Population Estimates Program data, and were announced by OMB effective March 2020.  Sources:  [United States Census Bureau](https://www.census.gov/programs-surveys/metro-micro/about.html)  [HRSA Small Rural Hospital Improvement Program](http://www.ruralcenter.org/sites/default/files/HRSA-23-033%20%28H3H%29%20SHIP.pdf) |