

**MENTAL HEALTH STUDENT SERVICES ACT**

**Request for Applications**

RFA\_MHSSA\_002
Addendum 1

December 6, 2021

Mental Health Services

Oversight and Accountability Commission

1325 J Street, Suite 1700

Sacramento, CA 95814

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# BACKGROUND

The Mental Health Services Oversight & Accountability Commission (Commission) Strategic Plan includes the priorities and objectives for the years 2020-2023. One of these objectives is to “promote school mental health as a prime opportunity to reach and serve at-risk children, families and neighborhoods.” This will be accomplished through the implementation of the Mental Health Student Services Act (MHSSA) as the Commission will have the opportunity to work with grantees who can share lessons learned and identify areas for improvement.

Improved access to mental health services is foundational to supporting children and youth to develop into healthy resilient adults. Comprehensive models and integrated services that are tailored to individual and family needs have the best chance of improving health and academic outcomes. The MHSSA is intended to foster stronger school-community mental health partnerships that can leverage resources to help students succeed by authorizing counties and local educational agencies to enter into partnerships to create programs that include targeted interventions for pupils with identified social-emotional, behavioral, and academic needs. School-community mental health partnerships offer an opportunity to reach children and youth in an environment where they are comfortable and that is accessible.

The Federal American Rescue Plan Act (ARPA) provided $100 million through the State Fiscal Recovery Fund to expand the MHSSA program throughout California. These grants shall be for Economically Disadvantaged Communities. This solicitation is for the federally funded grants and is available to California counties and local education partners, which did not already receive an MHSSA grant from the Commission.

# STAKEHOLDER ENGAGEMENT

In August, the Commission surveyed the 20 eligible counties to understand the following:

* Why didn’t they apply for prior MHSSA funding?
* What challenges do they face in accessing MHSSA grant dollars?
* Do they have the ability to apply for newly available MHSSA funds?
* Are they interested in applying for this new round of grants?
* Would they attend a community engagement/listening session on MHSSA funding?

On September 22, 2021, the Commission held a Community Engagement/Listening Session with the 20 eligible counties, which included members from the county mental/behavioral health departments and county office of education. The intent of the listening session was to present information on the latest funding opportunity, an overview of the procurement process, receive feedback and comments from the local partners, and hear concerns related to applying for the grants and being able to operate an MHSSA program.

Several themes emerged in the survey and listening session, including a county’s ability to hire qualified staff, especially in rural areas. Local partners reported that their resources are stretched thin, first the pandemic and now many counties are facing wildfires, and many did not have the capacity to write a grant application or have access to grant writers for a complex application process.

# PURPOSE AND GOALS

The Federal American Rescue Plan Act includes an economic stimulus package to address the impact of COVID-19 and racial inequality. As stated above, these funds are being disbursed to the Commission through the State Fiscal Recovery Fund as authorized in the Budget Act of 2021, to support grants for partnerships between counties and schools pursuant to the MHSSA targeted to Economically Disadvantaged Communities. The determination of Economically Disadvantaged Communities shall be made by the Commission in consultation with the Department of Finance. For the purpose of this RFA only, Economically Disadvantaged Communities is defined as Title 1 Schools with Free and Reduced-Price Meal Programs

The purpose of the MHSSA is to establish additional mental health partnerships between county mental health or behavioral health departments and local education entities in order to provide increased access to mental health services in locations that are easily accessible to students and their families.

The Commission will award grants to county mental health or behavioral health departments to fund these partnerships. Grants awarded shall be used to provide support services that include, at a minimum, services that are provided on school campuses, to the extent practicable, suicide prevention, drop-out prevention, placement assistance, continuum-of-care for students in need of ongoing services, and outreach to high-risk youth. High-risk youth shall include foster youth, youth who identify as LGBTQ+, and youth who have been expelled or suspended from school.

Funding may be used to supplement, but not supplant, existing financial and resource commitments. Grantees will have the discretion to use this funding to hire qualified mental health personnel; provide professional development for school staff; or support other strategies that respond to the mental health needs of children and youth.

# KEY ACTION DATES

Table IV-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 for Pacific Time.

Table IV-1 – Key Action Dates

|  |  |
| --- | --- |
| **Action** | **Date & Time** |
| RFA Release | November 1, 2021 |
| Bidders’ Conference | November 9, 2021 |
| Written Questions and Intent to Apply Due | November 15, 2021 |
| Distribute Questions and Answers | November 19, 2021 |
| Draft Applications Due | ~~December 6, 2021, by 4:00 pm~~ December 8, 2021, by 5:00 pm |
| Confidential Discussions for Draft Applicants | Week of December 13, 2021 |
| Final Application Due | January 14, 2022, by 4:00 pm |
| Notice of Intent to Award\* | February 1, 2022 |

*\* Dates after Final Application Due Date are estimates and may be changed by the Commission without the issuance of an addendum.*

1. RFA Release
	1. The RFA will be posted on the Commission website and published through Cal-eProcure.
2. Bidders’ Conference
	1. The Commission will host a bidders’ conference to walk-through the RFA and answer any questions about the RFA and the requirements. It is not a mandatory requirement that applicants attend.
3. Written Questions and Intent to Apply
	1. Submit written questions and Intent to Apply.
4. Distribute Questions and Answers
	1. The Commission will distribute responses to the questions that were received.
5. Draft Applications Due
	1. Submit a draft of your application for the Commission to review for compliance purposes.
6. Confidential Discussions for Draft Applications
	1. The Commission will hold a confidential discussion with each Applicant who submits a draft application, to discuss compliance with the RFA requirements.
7. Final Application Due
	1. Final application will be submitted electronically, through e-mail, to the Commission at MHSOAC@MHSOAC.ca.gov. Include Subject Line: RFA\_MHSSA\_002.
	2. The Commission reserves the right to follow-up with any Applicant to ensure the final application submitted is complete and represents the intentions of the Applicant.
8. Notice of Intent to Award
	1. The announcement of the grant awardees will be posted in the lobby of the Commission and on the Commission s website.

# GRANT APPLICATION AND FUNDING

1. Eligibility Criteria
	1. Applicants are limited to:
		1. City/County Mental Health/Behavioral Health department who did not apply for and/or have not received previous MHSSA grant funding.
		2. A partnership comprised of:
			1. A County, city, or multicounty mental health or behavioral health departments, or a consortium of those entities, including multicounty partnerships and
			2. One or more school districts, and
			3. Either
				1. The County Office of Education, or
				2. A Charter School



* + 1. An educational entity may be designated as the lead agency at the request of the county, city, or multicounty department, or consortium, and authorized to submit the application. The county, city, or multicounty department, or consortium, shall be the grantee and receive any grant funds if awarded a grant, even if the educational entity is designated as the lead agency and submits the application.
1. Funding
	1. $63 million is available for this procurement. If additional funds become available, the Commission reserves the right to modify any grant contract to add additional funds. Awards will be based on the same criteria stated in this procurement.
	2. Unspent funds and unspent accumulated interest, held by the grantees, will be monitored may be returned to the Commission unless there is an approved plan to fully expend these amounts.
	3. Undisbursed funds, held by the Commission, may result in a reduction of grant funding unless there is an approved plan to fully expend these amounts.
	4. Funds need to be encumbered by June 30, 2024 and expended/liquidated by December 31, 2026.
2. Grant Cycle
	1. Grants will be awarded for a four-year, four-month grant cycle with funds allocated for the program development phase and in quarterly payments for the program operations phase. Grant disbursements will be subject to the Grantee’s compliance with the RFA requirements as submitted through their application, which will be incorporated into the contract.
	2. In order to assist counties in managing their contract there will be monthly check-in meetings either in-person, by phone or some other agreed upon arrangement. The intent is for the Grantee to provide a status on their program including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues.
	3. The Commission may withhold funds from a Grantee who fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If a Grantee finds itself in this position, the Grantee shall immediately contact the Commission and provide a mitigation plan to address the contractual program deficiency. The Commission may withhold funds until an agreed upon mitigation plan is submitted and accepted by the Commission.
	4. If a mitigation plan is not submitted or if it has not been accepted, the Commission reserves the right to reduce a grant award by the amount of any unexpended funds.
3. Grant Apportionment
	1. The Commission will apportion the funds based on population
4. Populations are designated into three sizes: Small, Medium, and Large
5. Population data is from the Department of Finance.

<https://dof.ca.gov/Forecasting/Demographics/Estimates/e-1/documents/E-1_2021_InternetVersion.xlsx>

* 1. Population Designations
		1. Population is per county or city pertinent to the behavioral health department applicant, as follows:
			1. Small (Less than, or equal to 200,000)
			2. Medium (Greater than 200,000 – 750,000)
			3. Large (Greater than 750,000)
		2. For applications from two or more counties and/or city behavioral health departments, the designation will be based on their combined populations.
		3. Grant Funding Caps are assigned to each of these populations as shown in Table V-1
		4. A list of all eligible county or city behavioral health departments and their corresponding population designations is provided below.

**Small Designation**

(≤ 200,000)

|  |  |
| --- | --- |
| **County** | **Population** |
| Alpine County | 1,135 |
| Berkeley City | 116,761 |
| Colusa County | 22,248 |
| Del Norte County | 26,949 |
| El Dorado County | 195,362 |
| Inyo County | 18,563 |
| Kings County | 152,543 |
| Lassen County | 27,572 |
| Mono County | 13,295 |
| Napa County | 137,637 |
| Plumas County | 18,116 |
| San Benito County | 63,526 |
| Sierra County | 3,189 |
| Siskiyou County | 44,330 |

**Medium Designation**

(> 200,000 – 750,000)

|  |  |
| --- | --- |
| **County** | **Population** |
| Butte County | 202,669 |
| Merced County | 284,836 |
| Stanislaus County | 555,968 |
| Tri-City | 220,110 |

**Large Designation**

(> 750,000)

|  |  |
| --- | --- |
| **County** | **Population** |
| Alameda County | 1,656,591 |
| San Joaquin County | 783,534 |

1. Grant Funding Caps will be based on the following population designations:

Table V-1 – Grant Funding Caps

|  |  |  |  |
| --- | --- | --- | --- |
| **County Designation** | **Number of Grants** | **Amount of each Grant Funding Cap** | **Total Available** |
| Small | 14 | $2,500,000 | $35,000,000 |
| Medium | 4 | $4,000,000 | $16,000,000 |
| Large | 2 | $6,000,000 | $12,000,000 |
| **TOTAL** |  |  | **$63,000,000** |

1. Applicants may request funds up to the Grant Funding Cap based on these population designations.
2. Allowable Costs
	1. Grant funds must be used as proposed in the grant Application in Compliance with Federal requirements and the MHSSA as approved by the Commission.
		1. Federal Guidance/Requirements (See Appendix 1 – Federal and State Guidance)
			1. There is substantial discretion to use the award funds in the ways that best suit the needs of the recipient/sub-recipient, as long as such use fits into the following statutory category.
			2. The Intent of the Federal Stimulus monies is to respond to the COVID-19 public health emergency or its negative economic impacts.
		2. The Budget Act of 2021 stated that these funds are to support partnerships between counties and schools pursuant to the Mental Health Student Services Act. The MHSSA which provides the following guidance on allowable costs:
			1. Personnel and/or peer support.
			2. Contractor, technical assistance, and other support.
			3. Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
			4. Facilities/Capital Outlay. Refer to Appendix 1 – Federal and State Guidance, for federal guidance on these type of expenditures.
			5. Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
				1. Services provided on school campuses,
				2. Suicide prevention services,
				3. Drop-out prevention services,
				4. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as LGBTQ+, and youth who have been expelled or suspended from school.
				5. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services.
			6. Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission.
		3. Grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.
		4. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant.
		5. All expenditures must only support the program funded by the grant.

# INFORMATION REQUIRED IN THE GRANT APPLICATION

1. GRANT APPLICATION COVER SHEET/MINIMUM REQUIREMENTS (ATTACHMENT 1)
	* + 1. Enter the name of all organizations involved with the Partnership and Grant Application on **ATTACHMENT 1** – Grant Application Cover Sheet/Minimum Requirements
				1. The Applicant must meet the following minimum requirements:

Applicant is a partnership comprised of:

A County, city, or multicounty mental health or behavioral health departments, or a consortium of those entities, including multicounty partnerships and

One or more school districts, and

Either

The County Office of Education, or

A Charter School.

* + - 1. Provide signatures of all entities in the partnership.
			2. Provide a contact as an Applicant/Lead Grant Coordinator designated to receive all communications.
			3. Attest that the Applicant has not applied for and/or has not received a previous MHSSA grant from the Commission.
			4. DUNS number, as provided by Dun & Bradstreet, of the county or city entity receiving the grant funds.
1. ECONOMICALLY DISADVANTAGED COMMUNITIES (ATTACHMENT 3)

Applicants must show how they meet the Economically Disadvantaged Communities requirement by providing the following program information for each school in the proposed MHSSA program on **ATTACHMENT 3**:

* + - 1. School District
			2. School Name
			3. Title 1
			4. Total enrollment in the school
			5. Total enrollment in the Free and Reduced-Price Meal program at the school

In order to comply with the MHSSA requirements (e.g., school district in the partnership) and the intent of the Budget Act of 2021 (e.g., economically disadvantaged communities) the Applicant can meet the Economically Disadvantaged Communities requirement of their proposed program in one of the following ways:

At least 50% of the schools are Title 1, or

At least 50% of the schools are on the Free and Reduced-Price Meal program, or

At least 50% of the students enrolled are on the Free and Reduced-Price Meal program.

1. PROPOSED PLAN (ATTACHMENT 4)
	1. Provide a brief proposed plan that describes the MHSSA program being implemented and how funds will be used in support of the MHSSA program.
	2. Provide a brief explanation of what will be accomplished during each of the following phases:
		1. Program Development
		2. Program Operations
2. PROPOSED BUDGET (ATTACHMENT 5)
	1. Provide proposed budget, by project phase, up to the total Grant Funding Cap for the Applicant’s population designation (See Table V-1):
		1. Program Development
		2. Program Operations
	2. Provide brief description on the types of costs that are planned to be incurred
		1. This can include, but not limited to:
			1. Staffing
			2. Contractors
			3. Trainings and training materials
			4. Goods
			5. Capital Outlays
	3. The Commission understands that during the program development phase, more detail will be provided to support the budgeted costs and there may be changes in costs between the proposed program development and program operations. Any change will be reviewed and approved by the Commission during the program development phase and with the understanding that the total grant amount will not change

# Grantee’s Responsibilities

Grantees agree to and commits to providing the following as part of receiving a grant.

1. Implement the MHSSA program in phases
	1. Program Development Phase (Contract execution through June 30, 2022, or sooner)
		1. Develop a program that complies with the MHSSA (WIC 5886) and the Federal Requirements (See Appendix 1)
		2. Work collaboratively with the Commission and/or other MHSSA counties to learn from others, including, but not limited to developing a program and exploring possible ways to sustain the program
		3. Deliverables.
			1. Provide the following deliverables (reporting templates will be provided upon contract execution):
				1. Project Plan
				2. Implementation Plan
				3. Communication Plan
				4. Refined Budget

Line-item detail level of proposed costs

* + - * 1. Agreement by all the partners that they support/approve the plan.
			1. Project Plan needs to be approved by the Commission before moving on to the Program Operations phase.
		1. Reporting.
			1. Provide the following reports and/or documents:
				1. Program Expenditures

Federal reporting, due quarterly (See Table VII-1)

Total expenditures

Commission reporting, due as requested or at a minimum annually

Staff hired and count

Contractors hired and count

Goods purchased

Capital outlays

Other, explain

The Commission reserves the right to ask for additional information, if the information provided is not clear or if the Federal Government requests additional information

* + - * 1. Program Data

Baseline data to measure the success of the program

See section VII.A.2.d.4.a. for list

* + - * 1. Contractor Contracts

Copy of Contract

Contractor DUNS number

* 1. Program Operations Phase (July 1, 2022, or sooner, through June 30, 2026)
		1. Operate the MHSSA program
		2. Work collaboratively with the Commission and/or other MHSSA counties to learn from others, including, but not limited to operating a program and exploring possible ways to sustain the program
		3. Monthly Check-Ins with the Commission
		4. Quarterly meetings with the Commission
		5. Data Collection
			1. At minimum aggregate level data is required, but the Commission may require student level data for those grantees able to provide such data.
			2. Reporting templates will be provided at contract execution for reporting aggregate data. If providing student level data, grantee may submit in a different format, as long as all fields are included.
			3. Information is required to be reported quarterly, starting with the beginning of the program operation phase, as this will be the baseline used to measure the program operations. Refer the Table VII-1 – Reporting Schedule for due dates of reports after the initial report is submitted at the start of program operations.
			4. Information required
1. Number of students screened and **not** referred to services
	1. Number of students on the Free and Reduced-Meal Program
	2. Grade/Number in each grade
	3. Age/Number is each age group
	4. Primary Language/number in each primary language
	5. Ethnicity/number in each ethnicity
	6. Number of students suspended/expelled
	7. Number of students who dropped out
	8. Number of students with IEP/504
	9. Number of students in foster care
	10. Number of students that have been in juvenile hall
2. Number of students screened and referred to services
3. Number of students on the Free and Reduced-Meal Program
4. Grade/Number in each grade
5. Age/Number is each age group
6. Primary Language/number in each primary language
7. Ethnicity/number in each ethnicity
8. Number of students suspended/expelled
9. Number of students who dropped out
10. Number of students with IEP/504
11. Number of students in foster care
12. Number of students that have been in juvenile hall
13. Number of trainings provided to teachers, administrators, and parents
14. Number of school mental health partnership coordination activities with other interested parties
	* 1. Reporting
			1. Quarterly reporting is required as part of this grant. The Federal Government requires the State to report by the end of the following month after quarter end.
			2. The Department of Finance has provided a reporting schedule for Sub-Recipients (grantees), Recipients (Commission), and the Department of Finance.

Table VII-1 – Department of Finance Reporting Schedule

| **Report** | **Reporting Period** | **Sub-Recipients Due** | **Recipients Due to Finance** | **State Due to US Treasury** |
| --- | --- | --- | --- | --- |
| 1 | Award Date – December 31, 2021 | January 10, 2022 | January 21, 2022 | January 31, 2022  |
| 2 | January 1 – March 31, 2022 | April 8, 2022 | April 20, 2022 | April 30, 2022 |
| 3 | April 1 – June 30, 2022 | July 8, 2022 | July 20, 2022 | July 31, 2022 |
| 4 | July 1 – September 30, 2022 | October 7, 2022 | October 19, 2022 | October 31, 2022 |

* + - 1. Data Collection
				1. Information stated in section VII.A.2.d.
			2. Program Expenditures
				1. Federal reporting, due quarterly (See Table VII-1)

Total expenditures

* + - * 1. Commission reporting, due as requested or at a minimum annually

Staff Hired and count

Contractors hired and count

Goods purchased

Capital purchases

Other, explain

* + - * 1. The Commission reserves the right to ask for additional information, if the information provided is not clear or if the Federal Government requests additional information.
			1. Contractor (Sub-Contractor) Contracts
				1. Copy of Contract
				2. DUNS Number
1. Comply with all Federal requirements (See Appendix 1)
	1. Highlights of the requirements include:
		1. Develop and implement effective internal controls to ensure that funding decisions under the grant award constitute eligible uses of funds, and document determinations,
		2. Implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles,
		3. If using multiple funding sources to support the program, must be able to track and report State Fiscal Recovery Funds separately from any other funding sources,
		4. Funds may be used for administering the MHSSA program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements,
		5. Maintain records and financial documents for five years after December 31, 2026, which is the date in the US Treasury has set as when the funding ends.
	2. Title VI of the Civil Rights Act of 1964
		1. Provide attestation and/or support for compliance during the term of the grant, as requested.

# APPLICATION INSTRUCTIONS

1. APPLICANT ADMONISHMENT

This procurement 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 required dates and times,
				4. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed,
				5. Carefully re-read the entire solicitation before submitting an application.
1. WRITTEN QUESTIONS

Only questions submitted in writing and answered in writing by the Procurement Official shall be binding and official. Written questions must be submitted by email to the Procurement Official identified in section VIII.C, Procurement Official, using ATTACHMENT 8, Questions Template. All written questions submitted by the deadline, specified in the Key Action Dates (Table IV-1), will be responded to by the Commission. At its discretion, 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 website ([www.MHSOAC.ca.gov](http://www.MHSOAC.ca.gov)) and Cal eProcure ([www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)) will be used to communicate with prospective Applicants. Information and ongoing communications for this solicitation will be posted at each location.

1. PROCUREMENT OFFICIAL

The Procurement Official is the Commission’s designated authorized representative regarding this procurement.

Applicants are directed to communicate, submit questions, deliver bids, and submit all correspondence regarding this procurement to the Procurement Official.

Cheryl Ward, Procurement Official
Mental Health Services Oversight and Accountability Commission
E-mail: mhsoac@mhsoac.ca.gov

Subject Line: RFA\_MHSSA\_002

1. INTENT TO APPLY

Applicants who want to participate in the solicitation shall submit a completed Attachment 2 - Intent to Apply, see due date specified on Table IV-1, Key Action Dates. The purpose of the Intent to Apply is to ensure all interested parties to the solicitation receive communications during the procurement process. The Intent to Apply shall be emailed to the Procurement Official identified in section VIII.C. Only those Applicants who submit an Intent to Apply will be eligible to apply for this Grant. Correspondence to an Applicant regarding this solicitation will only be given to the Applicant’s designated contact person.

It shall be the Applicant’s responsibility to immediately notify the Procurement Official identified in section VIII.C, in writing, regarding any revision to the contact person information. The Commission shall not be responsible for bid correspondence not received by the Applicant, if the Applicant fails to notify the Commission, in writing, about any change pertaining to the designated contact person.

1. SOLICITATION DOCUMENT

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

If an Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Applicant shall immediately notify the Procurement Official identified in section VIII.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 Contract, 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 make an independent assessment whether it is exempt from disclosure. If the Commission disagrees with the Applicant, the Commission will notify the Applicant and give them a reasonable opportunity to justify their position or obtain a court order protecting the material 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 award as part of the public record, unless a court has ordered the Commission not to release the document.

Any disclosure of confidential information by the Applicant is a basis for rejecting the Applicant’s bid and ruling the Applicant ineligible to further participate. Any disclosure of confidential information by a Commission employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code Section 19570 et seq.

1. ADDENDA

The Commission may modify the solicitation prior to Contract 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.

Applicants are allowed five (5) business days to submit written questions related solely to the changes made in the addendum.

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 Partnership 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 Partnership. An unsigned Application may be rejected.

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

Applicant Name

Street Address

City, State, Zip Code

 APPEAL LETTER: RFA\_MHSSA\_002 Grant Award

Cheryl Ward, Procurement Official

Mental Health Services Oversight and Accountability Commission

1325 J Street, Suite 1700, Sacramento, California 95814

1. Within five (5) 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 contract 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.
3. If a Letter of Appeal is filed, the contract shall not be awarded until the Commission has reviewed and resolved the appeal.

The Executive Director of the Commission 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 SUMISSION 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 shall include all required attachments and be organized in the following order:

* Attachment 1: Grant Application Cover Sheet/Minimum Requirements
* Attachment 2: Intent to Apply
* Attachment 3: Economically Disadvantaged Communities
* Attachment 4: Proposed Plan
* Attachment 5: Proposed Budget
* Attachment 6: Final Submission Checklist
* Attachment 7: Payee Data Record (Std 204)

Applications not including 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 FORMAT FOR AN APPLICATION

Applications shall be submitted electronically to the Procurement Official listed in Section VIII.C. Applications may be 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 IV-1.

# ADMINISTRATION

1. PAYEE DATA RECORD (Std 204) (ATTACHMENT 7)

The Payee Data Record is required to receive a payment from the State of California and is completed in lieu of a 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 this contract.
		2. Invoices shall include the Contract Number and shall not more frequently than quarterly in arrears to:

MHSOAC
Attention: Accounting Office
MHSOAC@mhsoac.ca.gov
Subject Line: MHSSA 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 Contract does not appropriate sufficient funds for the program, this Contract shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Contract and Grantee shall not be obligated to perform any provisions of this Contract.
		2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
		3. If this Contract 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 this Contract was executed, the State may exercise its option to cancel this Contract.
		4. In addition, this Contract 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 this contract in any manner.
	2. Cost
		1. The total amount of this Agreement shall not exceed the amount of the grant request listed on Proposed Budget (ATTACHMENT 5)
		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 contract 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. These are the standard rules covering this grant contract
		2. See Exhibit 1 – General Terms and Conditions

# APPLICATION SCORING

This section explains how the Applications will be scored.

1. APPLICATION SCORING

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

Scoring will be conducted in the following areas:

* Mandatory Requirements
* Scored Requirements
* Budget

Each of these areas are described below.

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

The following attachments will be scored: Attachment 3 (Economically Disadvantaged Communities), Attachment 4 (Proposed Plan), and Attachment 5 (Proposed Budget).

Scoring criteria is listed below:

|  |
| --- |
| **SCORING CRITERIA APPLICATION** |
| Response does not address the requirement | Response is partially complete including reasonableness (less than 30%) | Response is partially complete including reasonableness (30% - less than 50%) | Response is partially complete including reasonableness (50% - 90%) | Response is fully complete including 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 | INTENT TO APPLY | Pass/Fail |
| 2 | GRANT APPLICATION COVER SHEET/MINIMUM REQUIREMENTS | Pass/Fail |
|  | SCORED REQUIREMENTS |  |
| 3 | ECONOMICALLY DISADVANTAGED COMMUNITIES | 3,000 |
| 4 | PROPOSED PLAN | 2,000 |
| 5 | PROPOSED BUDGET | 2,000 |
| 6 | TOTAL POINTS AVAILABLE | 7,000 |

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 point designated for each requirement.

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| **VIII. APPLICATION INSTRUCTIONS** |  |
| D | INTENT TO APPLY |  |
| D | Applicants who want to participate in the solicitation shall submit a completed Intent to Apply | Pass / Fail |
| **VI. INFORMATION REQUIRED IN THE GRANT APPLICATION** |  |
| A | GRANT APPLICATIONS COVER SHEET/MINIMUM REQUIREMENTS |  |
| A.1. | Enter the name of all organizations involved with the Partnership and Grant Application on ATTACHMENT 1 – Grant Application Cover Sheet | Pass / Fail |
| A.2. | Provide signatures of all entities in the partnership | Pass / Fail |
| A.3. | Provide a contact as an Applicant/Lead Grant Coordinator designated to receive all communications | Pass / Fail |
| A.4. | Attest that the Applicant has not applied for and/or has not received a previous MHSSA grant from the Commission | Pass / Fail |
| A.5. | DUNS number, as provided by Dun & Bradstreet, of the County or city entity receiving the grant funds | Pass / Fail |
| B. | ECONOMICALLY DISADVANTAGED COMMUNITIES |  |
| B. | Applicants must show how they meet the Economically Disadvantaged Communities requirement by providing the following program information for each school in the MHSSA program  | 1,000 |
|  | Enrollment Data Calculations |  |
|  | Ratio of Title 1 schools on Free and Reduced-Price Meal program / Total schools covered in the proposed program x 1,000 points | 1,000 |
|  | Ratio of schools on Free and Reduced-Price Meal program / Total schools covered in the proposed program x 500 points | 500 |
|  | Ratio of enrolled students on Free and Reduced-Price Meal program / Total enrolled students covered in the proposed program x 500 points | 500 |
| C. | PROPOSED PLAN |  |
| C.1. | Provide a brief program plan that describes how funds will be used in support of the MHSSA program  | 1,500 |
| C.2. | Provide a brief explanation of what will be accomplished during each of the following phases:a. Program Developmentb. Program Operations | 500 |
| D. | PROPOSED BUDGET |  |
| D.1. | Provide proposed budget, by project phase, up to the total Grant Funding Cap for the Applicant’s population designation (See Table V-1):* + 1. Program Development

Program Operations | 500 |
| D.2. | Provide brief description on the types of costs that are planned to be incurreda. This can include, but not limited to1. Staffing2. Contractors3. Trainings4. Goods5. Capital Outlays | 1,500 |
| TOTAL POINTS | 7,000 |

1. GRANT AWARD DETERMINATION
	1. Funds will be awarded as follows:
		1. Applications will be scored and ranked, highest score to lowest score. Applicants that meet the threshold of scoring at least 50% of the available points are eligible to receive a grant
		2. Grant funds will be awarded starting with the highest score and continuing in rank until all funds are awarded
		3. If the total funds available exceed the requested application amounts, the Commission reserves the right to award additional amounts to grantees
		4. The intent of this grant is to award grants to all applicants that meet the threshold, but the actual amount of the grant received may be different than the amount requested
		5. The Commission reserves the right to negotiate to finalize any contract.

# ATTACHMENT 1: APPLICATION COVER SHEET

**Mental Health Student Services Act**

**Grant Application Cover Sheet**

Provide the information related to the partnership below.

|  |  |
| --- | --- |
| Name of County and/or City Mental Health/Behavioral Health Department | Director or Designee Name and Title |
|  |  |
| Director or Designee Signature*(Sign as Lead Agency or sign to authorize the Lead Agency listed below, if not the county/city)* | Date |
|  |  |

**DUNS number of the County and/or City Mental Health/Behavioral Health Department: \_\_\_\_\_\_\_\_\_**

Provide the Lead agency information if it is not the County and/or City Mental Health/Behavioral Health Department

|  |  |
| --- | --- |
| Name of Lead Agency | Director or Designee Name and Title |
|  |  |
| Director or Designee Signature | Date |
|  |  |

**County and/or City Mental Health/Behavioral Health Department Applicant has not applied for and/or has not received a previous MHSSA grant from the Commission (initial):** **\_\_\_\_\_\_\_**

I HEREBY CERTIFY under penalty of perjury that I have the authority to apply for this grant; that we have not applied and/or received previous MHSSA funds and that this grant Application is consistent with the terms and requirements of the Commission's Request for Application for the Mental Health Student Services Act.

If this is a joint effort with another County and/or City Mental Health/Behavioral Health, list all additional participants to the application. *(Add lines as needed)*

|  |  |  |
| --- | --- | --- |
| Additional County and/or City Mental Health/Behavioral Health Departments | Director or Designee | Date Signed |
| 1. | Name:  |  |
| Signature: |
| 2. | Name:  |  |
| Signature: |

|  |
| --- |
| List all school districts in the partnership for this application*(Add lines as needed)* |
| 1. |
| 2. |
| 3. |

List all Educational entities (County Office of Education and/or Charter School(s)) participating in this application. *(Add lines as needed)*

|  |  |  |
| --- | --- | --- |
| Name of Educational Entity  | Director or Designee | Date Signed |
| 1. | Name:  |  |
| Signature: |
| 2. | Name:  |  |
| Signature: |

Applicant/Lead Grant Coordinator Contact Information:

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

# ATTACHMENT 2: INTENT TO APPLY

This Attachment is required to be submitted to be eligible to receive a grant. See due state stated in Table IV-I Key Action Dates.

The form may be submitted by email to the Procurement Official below, but the original signed copy must be submitted with the final Application.

Procurement Official:

Cheryl Ward
Mental Health Services Oversight and Accountability Commission
MHSOAC@mhsoac.ca.gov

Subject Line: RFA\_MHSSA\_002

We intend to submit an Application for the MSHAOC RFA\_MHSSA\_002:

The individual to whom all information regarding this solicitation shall be transmitted is:

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

List all counties, and/or city mental health/behavioral health departments covered under this Intent to Bid. If this is a joint effort, the lead county shall be listed first and sign the Intent to Apply. (Add lines as needed)

|  |
| --- |
| Counties, and/or city mental health/behavioral health departments |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

List all School Districts participating in this application. If a School District is the lead, identify which one. *(Add lines as needed)*

|  |
| --- |
| School Districts |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |

List all Educational entities (County Office of Education and/or Charter School(s)) participating in this application. If an Educational entity is the lead, identify which one. *(Add lines as needed)*

|  |
| --- |
| Educational entities (County Office of Education and/or Charter School(s)) |
| 1. |  |
| 2. |  |
| 3. |  |

Authorized Signor:

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

# ATTACHMENT 3: ECONOMICALLY DISADVANTAGED COMMUNITIES

Applicants must show how they meet the Economically Disadvantaged Communities requirement by providing the following program information for each school in the proposed MHSSA program

|  |
| --- |
| **Economically Disadvantaged Communities** |
| **VI.B.** | **Enrollment Data** |
|  |  | School District(Name) | School(Name) | Title 1(Y/N) | Total Enrollment(Count) | Total Enrollment in Free and Reduced-Price Meal program(Count) |
|  | 1 |  |  |  |  |  |
|  | 2 |  |  |  |  |  |
|  | 3 |  |  |  |  |  |
|  | 4 |  |  |  |  |  |
|  | 5 |  |  |  |  |  |
|  | 6 |  |  |  |  |  |
|  | 7 |  |  |  |  |  |
|  | 8 |  |  |  |  |  |
|  | 9 |  |  |  |  |  |
|  | 10 |  |  |  |  |  |
|  | 11 |  |  |  |  |  |
|  | 12 |  |  |  |  |  |
|  | 13 |  |  |  |  |  |
|  | 14 |  |  |  |  |  |
|  | 15 |  |  |  |  |  |
|  | 16 |  |  |  |  |  |
|  | 17 |  |  |  |  |  |
|  | 18 |  |  |  |  |  |
|  | 19 |  |  |  |  |  |
|  | 20 |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  | (Add lines as needed) |  |  |  |  |

# ATTACHMENT 4: PROPOSED PLAN

|  |
| --- |
| **Proposed Plan** |
| **VI.C.** | Provide a brief program plan that describes the MHSSA program being implemented and how funds will be used in support of the MHSSA program |
| **VI.C.** | Provide a brief explanation of what will be accomplished during each of the following phases:* + - 1. Program Development
			2. Program Operations
 |

# ATTACHMENT 5: PROPOSED BUDGET

Provide proposed budget, by project phase, up to the total Grant Funding Cap for the Applicant’s population designation (See Table V-1)

|  |
| --- |
| **Proposed Budget** |
| D.1.a. | Program Development |
|  | Proposed Budget – Program Development | $ |
| D.2. | Provide brief description on the types of costs that are planned to be incurred 1. This can include, but not limited to
	1. Staffing
	2. Contractors
	3. Trainings
	4. Goods
	5. Capital Outlays
 |
| D.1.b. | Program Operations |
|  |  | Proposed Budget – Program Operations |
|  |  | Year 1 | Year 2 | Year 3 | Year 4 | Total Program Operations |
|  |  | $ | $ | $ | $ | $ |
| D.2. | Provide brief description on the types of costs that are planned to be incurred 1. This can include, but not limited to
	1. Staffing
	2. Contractors
	3. Trainings
	4. Goods
	5. Capital Outlays
 |
| D.1.c. | Total Grant Request |
|  | Total Grant Request (Total Program Development + Total Program Operations) | $ |

# ATTACHMENT 6: 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 Commission. For your application to be complete, all required attachments along with this checklist shall be returned with your application package.

|  |  |
| --- | --- |
| **Check** | **DESCRIPTION** |
|  | Attachment 1: Application Cover Sheet/Minimum Requirements |
|  | Attachment 2: Intent to Apply |
|  | Attachment 3: Economically Disadvantaged Communities |
|  | Attachment 4: Proposed Plan |
|  | Attachment 5: Proposed Budget |
|  | Attachment 6: Final Submission Checklist |
|  | Attachment 7: Payee Data Record (Std 204) |

# ATTACHMENT 7: PAYEE DATA RECORD (STD 204)

The Applicant must complete and submit Payee Data Record (STD. 204) with its Final Application.

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

# ATTACHMENT 8: QUESTIONS TEMPLATE

Use this template for submitting questions in relation to this procurement. Add rows as needed. Follow Key Action Dates in Table IV-1 and submit to the procurement official identified in Section VIII.C.

|  |
| --- |
| **RFA\_MHSSA\_002** |
|  | **RFA Section Reference** | **Question** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |

# APPENDIX 1: FEDERAL AND STATE GUIDANCE

The MHSSA grants, funded through the State Fiscal Recovery Fund, are governed by the rules of the US Department of Treasury and the MHSSA. It is up to the Grantee to understand and comply with all rules

These MHSSA grant funds are classified as

* Statutory Category: To respond to the COVID-19 public health emergency or its negative economic impacts
* Expenditure Category: 1. Public Health
* Expenditure Sub-Category: 1.10. Mental Health Services
	1. US Department of the Treasury – Compliance and Reporting Guidance
		1. <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>
	2. US Department of the Treasury – Interim Final Rule
		1. <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>
	3. US Department of the Treasury – FAQ
		1. <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>
	4. US Department of the Treasury – Quick Reference Guide
		1. <https://home.treasury.gov/system/files/136/SLFRP-Quick-Reference-Guide-FINAL-508a.pdf>
	5. Mental Health Student Services Act (Welfare and Institutions Code 5886)
		1. <https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=WIC&division=5.&title=&part=4.&chapter=3.&article=>

# EXHIBIT 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 Contract 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, 1325 J Street, Suite 1700, Sacramento, California 95814. 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: Contract 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. 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 Contract 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 Contractor’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 Contract 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.