



REQUEST FOR PROPOSAL (RFP)

**0-5/Maternal Behavioral Health Initiative
Technical Assistance (TA)**

RFP 0-5/MBH-002

November 21, 2025

Behavioral Health Services
Oversight and Accountability Commission
1812 9th Street
Sacramento, CA 95811

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

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1. INTRODUCTION

The goal of the Behavioral Health Services Oversight and Accountability Commission (BHSOAC), also known as the Commission for Behavioral Health (CBH or Commission), Mental Health Wellness Act (MHWa) 0-5/Maternal Behavioral Health (MBH) grant initiative is to serve the behavioral health needs of children aged 0-5, birthing people, and their families by connecting them to available services through a partnership approach in order to reduce school failures, prevent out-of-home placements, and identify developmental delays and behavioral health risks. This Request for Proposal (RFP) is for a Contractor, funded at \$1,601,000 over three years, who will provide technical assistance (TA) to the following six (6) CBH 0-5/MBH grantees (hereafter also referred to as “grantees”):

Small Counties:

- Casa de Esperanza (Sutter)
- Redwood Community Services (Lake, Humboldt, Mendocino)

Medium Counties:

- Child Parent Institute (Sonoma)
- North Marin Community Services (Marin)

Large Counties:

- St. John’s Community Health (Los Angeles)
- Foothill Family Services (Los Angeles, San Bernardino)

This Contract term is upon execution through December 31, 2028.

2. BACKGROUND

In 2018, Senate Bill 1004 (Wiener, Chapter 843, Statutes of 2018) required the Mental Health Services Oversight and Accountability Commission (MHSOAC), now the BHSOAC, to oversee the evaluation and biennial reporting to the California State Legislature on Mental Health Services Act (MHSA) prevention and early intervention (PEI) services. The Commission’s 2021 report on PEI, entitled “[WELL AND THRIVING: Advancing Prevention and Early Intervention in Mental Health](#),” provided a vision and framework to guide PEI in behavioral health via a public health approach,¹ recognizing that early detection and intervention is key to improving health across

¹ In addition, the MHSOAC also developed strategies for monitoring and evaluating the implementation of MHSA PEI services.

the lifespan, and the earliest intervention involves creating healthy, safe environments for families even before a baby is born.

Like the rest of the nation, California is facing a [maternal health crisis](#). Every five days, a Californian loses their life to pregnancy-related complications. Although the [state's pregnancy-related mortality](#) ratio is lower than the national ratio, it has been rising in recent years, and the majority of these deaths are preventable. The [maternal morbidity](#) rate in California is higher than the national rate and has also been rising. This crisis is disproportionately impacting Black, American Indian/Alaska Native, and Pacific Islander individuals. Additionally, infants and young children are not receiving the critical services they need to grow up healthy and thrive. Across all age groups, Black, American Indian/Alaskan Native, and Native Hawaiian/Other Pacific Islander children face the greatest barriers to accessing preventive care visits.

As such, at its meeting on November 21, 2024 (Agenda Item 6), the Commission approved a motion to authorize \$20 million in MHW funding for CBH staff to develop and release RFPs to support partnerships serving maternal behavioral health and the 0 to 5 child population, provide TA to grantees, conduct a landscape analysis and evaluate the performance of the grantees. The grantees, comprised of six community-based organizations (CBOs), were awarded \$18 million in MHW funds on April 24, 2025. Each CBO serves as a lead “hub” and partners with a variety of “spoke” agencies to serve specific targeted populations. Through this collaborative partnership model, grantees work to reduce out-of-home placements, improve educational outcomes, identify developmental delays, and address the behavioral health needs of birthing people and children aged 0-5.

3. PURPOSE

The purpose of this RFP is for the Commission to hire a contractor (hereinafter referred to as the “TA provider”) to provide TA activities to the six (6) lead CBH 0-5/MBH grantees and their related system and community partners (e.g., County Behavioral Health Departments, child welfare agencies and other relevant community partners that they have or will establish(ed) as part of CBH’s 0-5/MBH grants). The focus of the TA seeks to facilitate integrated, comprehensive service delivery by supporting the development of integrated systems of care including, but not limited to, making connections to local resources and identifying/securing avenues of fiscal sustainability. The TA provider will provide technical assistance to assist CBH 0-5/MBH grantees in meeting their grant reporting requirements and will guide partnerships between grantees and their respective system and community partners to build a stronger system of care, including access to local and state-level services. This will be accomplished by providing subject matter expertise and consultation on partnership building; creating opportunities for learning and program development; building capacity; facilitating a quarterly learning

collaborative for grantees; performing a local network mapping and systems landscape analysis; and supporting grantees with relevant data collection and reporting. This technical assistance will maximize initiative impact by delivering immediate implementation support in order to maximize grantee success.

Eligible TA providers must be subject matter experts in establishing and strengthening system partnerships for all of the required activities that are outlined in the CBH [0-5/MBH RFP](#), including having the expertise and capacity to support the Commission’s evaluation team in collecting and reporting the necessary data to evaluate the potential impacts of the 0-5/MBH initiative.

KEY ACTION DATES

Key actions, including dates and times for this RFP, are presented in the chart below. An addendum to this RFP will be released if the dates change for the activities.

Action	Action Date & Time
RFP Release	11/21/2025
Deadline for Written Questions	11/26/2025
Distribute Responses to Questions	12/02/2025
Deadline to Submit Proposals*	12/30/2025 by 12:00 pm (pacific)
Notice of Intent to Award*	01/22/2026
Anticipated Contract Start Date*	02/2026

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

A. RFP RELEASE

The RFP will be posted on the Commission’s website at: www.bhsoac.ca.gov.

B. DEADLINE FOR WRITTEN QUESTIONS

All questions must be submitted directly to the Commission via email to: procurements@bhsoac.ca.gov by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP 0-5/MBH-002**. Use Attachment 12, Questions Template, to submit questions. At its discretion, the Commission reserves the right to contact candidates to seek clarification of any inquiry received.

C. DISTRIBUTE QUESTIONS AND RESPONSES

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

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

D. DEADLINE TO SUBMIT PROPOSALS

Proposals must be submitted electronically to the Commission, via e-mail, to: procurements@bhsoac.ca.gov by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP 0-5/MBH-002**. For the purposes of this RFP, the official time that will be used to determine if a proposal was submitted on time is when the Commission receives the proposal.

E. NOTICE OF INTENT TO AWARD

The Notice of Intent to Award will be announced at the January 2026 Commission meeting, if a meeting is held, and posted on the Commission's website (www.bhsoac.ca.gov) by the date listed in Table 4-1 above.

4. CONTRACT TERM AND AVAILABLE FUNDING

The funding available for this RFP totals \$1,601,000. It is anticipated that the work on this contract will begin at the end of February 2026 and continue for a period of 36 months or three (3) years. Payment to the Contractor shall be based on the satisfactory completion and delivery of each project deliverable. Final reports must be submitted prior to the end of the 36-month contract in order to be paid.

If additional funds become available, the Commission, at its sole discretion, reserves the right to add additional funds to the winning Contractor's contract and/or award a contract to the next highest scoring proposal.

A. AWARD PROCEDURES

An award, if made, will go to the highest scoring proposal. If there are two or more proposals with the same total score, the tie will be broken by a coin toss administered by the Commission.

Prior to awarding the Contract, a Notice of Intent to Award will be posted on the Commission's website (www.bhsoac.ca.gov) for a period of no less than five (5) working days.

B. CONTRACT PERFORMANCE

Services are expected to begin upon contract execution. "Performance" refers to the satisfactory completion and receipt of each deliverable under the due dates set forth in Exhibit B. Payment Detail. Contract performance and payment will also be governed by Exhibit C: General Terms and Conditions.

5. SCOPE OF WORK

A. GOALS AND OBJECTIVES

The overarching goals and objectives are to:

1. Ensure TA activities are strategically planned and effectively executed from the start of the contract.
2. Enhance grantee program effectiveness through continuous quality improvement and data-driven learning.
3. Strengthen grantee organizational capacity and infrastructure for sustainable operations after their grant ends.
4. Build a deep understanding of local systems for each grantee to identify opportunities for collaboration and improvement.
5. Track progress and adapt TA strategies to meet grantee needs more effectively over time.
6. Provide a comprehensive report of TA outcomes to inform future grantmaking and program development.
7. Promote collaboration, new ideas, and long-term success among grantees.
8. Provide targeted, personalized TA to address each grantee's unique needs and challenges.
9. Maintain clear communication and alignment between TA provider, Commission (including the Commission evaluation team), and grantees.
10. Ensure seamless integration between TA activities and formal evaluation to maximize grantee participation and utilization of evaluation findings.

B. CONTRACTOR RESPONSIBILITIES

1. Subject Matter Expertise and Consultation
 - a. The TA provider will provide group and individual training and consultation services to the Commission's 0-5/MBH grantees and their specified community system partners in the area of partnership building and coordination. Specifically, the TA provider will support grantees in building partnerships with community-based organizations (CBOs), Medi-Cal Managed Care Plans, county Behavioral Health Plans, and child welfare agencies, while also helping them coordinate services across multiple provider organizations.
 - b. The TA provider will assist grantees in accessing public funds, including Medi-Cal, Family Planning Access Care and Treatment Program (PACT), and other funding sources, as well as developing a comprehensive fiscal sustainability strategic plan.
 - c. Other focus areas may include, but are not limited to, community outreach strategies, partner engagement techniques, shared infrastructure development, local advocacy efforts and policy adaptation, and equitable services delivery.
2. Learning and Program Development
 - a. The TA provider will help grantees develop and implement continuous quality improvement plans and perform rapid cycle improvement strategies for timely improvements during the grant period.² This will involve creating learning opportunities for staff members and grantee organizations, based on reported data and identified needs. The TA provider will review and use grantee program data reported to CBH to help grantees understand whether programs are being implemented, as intended, and for identifying areas for improvement.
 - b. The TA provider will support program development by helping grantees understand the conditions necessary for program effectiveness and challenges and recognize what approaches work for which populations and contexts.

² Rapid cycle improvement strategies are a systematic methodology for continuously enhancing program performance and service delivery. These strategies draw on data and feedback to test and implement small-scale changes, measure their impact, and make immediate program adjustments within a short timeframe.

3. Capacity Building

The TA provider will establish opportunities for building organizational capacity (e.g., strengthening organizational skills, systems, and processes to enable effective and sustainable operations), conducting assessments of organizational strengths and weaknesses, and reviewing current processes to identify gaps where new or enhanced processes could strengthen existing systems. This includes development of capabilities in fiscal sustainability planning; data tracking, collection, analysis, and evaluation; as well as other organizational functions that enable grantees to operate more independently and effectively.

4. Learning Collaborative Facilitation

The TA provider will facilitate quarterly Learning Collaboratives that convene the grantees to network and share resources, as well as engage in collaborative problem-solving and development of innovative approaches around issues relevant to grantee implementation needs and challenges. These collaboratives, which will feature guest speakers and subject matter experts, will foster peer learning and strategic alignment among grantee partners.

5. Local Network Mapping and Systems Landscape Analysis

- a. The TA provider will conduct comprehensive analyses for the 6 (six) grantees across 8 (eight) counties to understand existing resources and service gaps and identify opportunities for stronger integration and collaboration. This work will begin with an extensive literature review and data analyses, examining population characteristics and assessing needs by county using community indicators and public datasets, mapping key organizations and relevant programs and services, including CBOs, county agencies, health plans, early childhood education (ECE systems), and regional collaboratives, and identifying referral pathways across these systems. The TA provider will also identify federal, state, and local policies, as well as political, institutional, economic, and community dynamics, that either facilitate or obstruct partnerships and service delivery in each county. Focus areas may include prenatal/postnatal care, mental health and/or substance use disorder treatment, dyadic care models, wraparound services, early childhood coordination, and sustainable funding opportunities.
- b. Primary data collection will include focus groups with key stakeholders to gather insights into informal partnerships, strengths, changes over time, and challenges, as well as key informant interviews with subject matter experts in

systems change, partnerships, and collaborations. The system analysis will also provide learning of what has been successful in other regions within California or other states with similar systems to that of the grantee counties. The analysis will document partnership structures and collaboratives, options for available and sustainable public and/or private funds that that may be blended/braided, and partnership, service delivery, and access barriers, opportunities, and challenges. The TA provider will produce both a comprehensive landscape analysis report and brief summarizing actionable statewide and county-size specific recommendations.

6. Grantee Support with Data Collection and Reporting

The TA provider will support grantees in developing or refining systems change tracking tools that capture meaningful progress indicators and outcomes. The TA provider will assist the grantees with the completion of the qualitative portions of their quarterly progress reports and annual reports, ensuring that grantees can effectively communicate their progress, challenges, and successes. Additionally, the TA provider will use collected data to support program improvement through continuous quality improvement processes, helping grantees identify areas for enhancement and adapt their approaches based on evidence and outcomes.

C. DELIVERABLES

Outlined below are the deliverables, objectives, and activities associated with the ten (10) goals of this project.

Goal #1: Ensure TA activities are strategically planned and effectively executed from the start of the contract.		
Deliverable(s)	Objective	Activity
Initial plan due: within 90 days of contract start Annual updates due: end of Year 1 and end of Year 2		
TA Workplan	Establish a comprehensive strategy to guide the implementation of all TA activities.	a. The TA provider will develop and implement a comprehensive implementation plan detailing the approach, methodology, timeline, and resource allocation for all TA activities.

		b. The plan will include specific strategies for: 1) Establishing collaborative relationships within each grantee partnership. 2) Tailoring strategies for supporting each grantee's partnership-building and coordination. 3) Exploring sustainable funding sources. 4) Establishing protocols for data collection and reporting. 5) Developing frameworks for measuring TA effectiveness. c. The TA provider will submit annual updates to the workplan to reflect any strategic changes. d. The TA provider will implement all activities identified in the TA workplan.
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Goal #2: Enhance grantee program effectiveness through continuous quality improvement and data-driven learning.		
Deliverable(s)	Objective	Activity
Initial plans due: within 90 days of contract start Annual updates due: end of Year 1 and end of Year 2		
Quality Improvement Plans	Support grantees in developing systematic approaches to program improvement and data utilization for enhanced service delivery.	a. The TA provider will work with each grantee to develop and implement individualized continuous quality improvement plans that include data review protocols, rapid cycle improvement processes, and systematic approaches to program enhancement.

		b. Plans will establish frameworks for ongoing data interpretation, identification of implementation challenges, and timely program adjustments based on evidence and outcomes. c. The TA provider will provide annual updates to the quality improvement plans. d. The TA provider will implement all activities identified in the quality improvement plans.
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Goal #3: Strengthen grantee organizational capacity and infrastructure for sustainable operations after their grant ends.		
Deliverable(s)	Objective	Activity
Initial plans due: within 90 days of contract start Annual updates due: end of Year 1 and end of Year 2		
Organizational Capacity Building Plans	Build grantee organizational capabilities to support independent, effective operations.	a. The TA provider will conduct comprehensive organizational assessments for each grantee to identify strengths, gaps, and opportunities for enhanced systems and processes. b. Based on the TA provider's assessment findings, the TA provider will develop and implement tailored capacity building plans that strengthen fiscal sustainability, data systems, organizational functions, and operational capabilities to enable more independent and effective grantee operations.

		c. Plans will include specific milestones and strategies for sustained development of organizational infrastructure and capabilities. d. The TA provider will provide annual updates to the organizational capacity building plans. e. The TA provider will implement all activities identified in the organizational capacity building plans.
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Goal #4: Build a deep understanding of local systems for each grantee to identify opportunities for collaboration and improvement.

Deliverable(s)	Objective	Activity
Due: at the end of Year 2		
Network Mapping and Landscape Analysis Report	Understand and document the existing local networks, resources, gaps, challenges, and opportunities for the six grantees across all eight counties to inform TA and system partner collaboration strategies.	a. The TA provider will produce a comprehensive report analyzing local networks and systems across all eight grantee counties by the end of year two of the grant. b. The report will synthesize findings from a literature review, stakeholder focus groups, and key informant interviews to provide a detailed understanding of existing resources, gaps, challenges, opportunities, funding landscapes, and barriers to effective partnerships, collaboration, access, and service delivery.

Goal #5: Track progress and adapt TA strategies to meet grantee needs more effectively over time.

Deliverable(s)	Objective	Activity
Due: End of Quarters 1 through 3 during Year 1, Year 2, and Year 3		
Quarterly Reports	Monitor and document TA progress, identify emerging trends, and recommend adaptations for ongoing improvement.	a. Quarters 1 through 3 of each year, the TA provider will submit comprehensive progress reports documenting: 1) TA activities, grantee engagement, and how TA support influenced grantee actions. 2) Emerging themes and challenges, opportunities, and lessons learned across all TA activities. 3) Successful strategies and interventions. 4) Recommendations for ongoing support and program improvements, and feedback to improve or adapt TA provision and CBH evaluation approaches based on grantee needs. b. The TA provider will use these reports to further refine the tailored TA plans and activities for grantees, focusing on continuous improvement efforts. These reports will also be used as part of the overall evaluation of the initiative.

Goal #6: Provide a comprehensive account of TA outcomes to inform future grantmaking and program development.		
Deliverable(s)	Objective	Activity
Annual Report due: within 30 days of the end of Year 1 and Year 2 Final Report due: at the end of the grant cycle		
Annual and Final Reports	Document key TA activities and “lessons learned” during the TA contract	a. The TA provider will submit an annual report that:

	period to inform future relevant program efforts.	1) Reflects on progress made each year, specifying TA activities during Quarter 4 of each year. 2) Documents how TA support influenced grantee actions and progress towards program goals. 3) Summarizes cumulative themes and challenges, successful strategies and interventions 4) Provides recommendations for ongoing support, as well as feedback to improve or adapt evaluation approaches based on grantee needs. b. The annual reports will inform continuous quality improvement efforts and be used for the overall evaluation of the initiative. c. The TA provider will submit a final report at the end of the grant cycle that synthesizes TA activities, grantee progress, and lessons learned. This report will be shared with the Commissioners and grantees to highlight effective practices and identify opportunities for program and grant improvements.
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Goal #7: Promote collaboration, new ideas, and long-term success among grantees.		
Deliverable(s)	Objective	Activity
Due: Quarterly during Year 1, Year 2, and Year 3		
Quarterly Learning Collaborative	Facilitate knowledge sharing, resource connection, and problem-solving among grantees to promote innovation and sustainability.	a. Quarterly, the TA provider shall host a Learning Collaborative for the grantees that provides a connection to resources, avenues of fiscal sustainability, innovative approaches to service delivery, and identification

		of solutions to challenges presented by the grantees. b. The Commission shall be consulted on the agenda, content, and design of each Learning Collaborative.
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Goal #8: Provide targeted, personalized TA to address each grantee's unique needs and challenges.		
Deliverable(s)	Objective	Activity
Due: Ongoing		
Individual Grantee Consultations	Identify and address each grantee's unique needs and implementation challenges.	a. The TA provider will provide ongoing, tailored consultation services to individual grantees based on their specific needs and implementation challenges. The TA provider shall provide at least two tailored consultation sessions each year with individual grantees. b. Documentation of these consultations will be included in quarterly reports, capturing the nature of support provided and outcomes achieved.

Goal #9: Maintain clear communication and alignment between TA provider, Commission (including the Commission evaluation team), and grantees.		
Deliverable(s)	Objective	Activity
Due: Ongoing		
Administrative Coordination	Maintain alignment and communication between TA provider, Commission	a. The TA provider will participate in regular coordination meetings with the Commission, evaluation team,

	grant management and evaluation team, evaluation support team, and grantees.	and grantee representatives to ensure alignment of activities, share updates on progress, and address any emerging issues or opportunities for enhanced support. b. Documentation of administrative activities will be included in the quarterly reports, detailing frequency, attendees, meeting agendas, goals, learnings, and next steps.
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Goal #10: Ensure seamless integration between TA activities and formal evaluation to maximize grantee participation and utilization of evaluation findings.

Deliverable(s)	Objective	Activity
Initial plans due: within 90 days of contract start Annual updates due: end of Year 1 and end of Year 2		
Evaluation Coordination Plan	Coordinate TA activities with the Commission's evaluation team to ensure grantees are prepared for and can effectively participate in all evaluation activities.	a. The TA provider will develop and implement an evaluation coordination plan with the Commission's evaluation team to ensure seamless integration of TA and evaluation activities. b. The TA provider will support grantees in preparing for and participating in evaluation activities, including but not limited to, surveys, focus groups, and interviews. c. The TA provider will submit an initial evaluation coordination plan within the first 90 days, and updated plans at the end of Year 1 and Year 2.

D. DELIVERABLE ACCEPTANCE

1. This is a deliverables-based contract.
2. Deliverables must be approved by the Commission before an invoice is submitted for payment.
3. Upon receiving a contract deliverable, the Commission will review the deliverable in a timely manner and choose one of the following options:
 - a. Approve the deliverable, which allows the Contractor to submit an invoice for payment,
 - b. Request additional information before approving the deliverable, or
 - c. Reject the deliverable and provide the Contractor with the reason for the rejection and the corrective action that is needed before the deliverable will be approved.

7. INFORMATION REQUIRED IN THE PROPOSAL

All proposals must be submitted by a lead or prime contractor, hereinafter called “Proposer,” though collaborative proposals, including subcontractors, are acceptable and even encouraged to provide the relevant range of expertise and/or capacity. The successful Proposer will describe how they meet minimum and desired qualifications, including their breadth of experience working with providing maternal behavioral health TA to CBOs serving birthing people, young children and their families. Through a response to this RFP, the successful Proposer will demonstrate that they have the personnel, experience, and organizational capacity to effectively carry out a contract of this scope and magnitude.

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

A. PROPOSAL COVER SHEET (ATTACHMENT 1)

1. Enter the Proposer’s Name and other requested information.
2. Provide the signature of someone authorized by the organization to enter into a contract and to attest that all information included in the proposal is true and accurate. Electronic signatures are accepted. An unsigned proposal may be rejected.
3. Provide a Program Coordinator contact designated to receive all communications.

B. MINIMUM QUALIFICATIONS (ATTACHMENT 2)

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

1. The Proposer must have at least five (5) years' experience providing TA or related support to direct service provider organizations serving the 0-5 and MBH populations, with at least two (2) of those years' experience being within the public behavioral health system in California.
 - a. Provide references to support the number of years TA experience. A minimum time of one year of experience is required per reference. (Use **Attachment 2-1: References (Minimum Qualifications)**)
2. Evidence that Proposer is registered to do business in California. The support can be provided with a copy or screen shot of your California Secretary of State certification showing an "Active Status". This can be found at <https://bizfileonline.sos.ca.gov/search/business>.

C. PROPOSER BACKGROUND (ATTACHMENT 3)

Provide a response to the following:

1. Describe how long your organization has been in existence, including your mission, core activities, and organizational structure. Provide support in the form of documentation.
2. Describe your experience providing TA and consultation relative to 0-5/MBH programs in California, particularly those in a partnership model and/or integrated systems of care.
3. Describe how your organization's experience, operational capacity, and expertise demonstrates your ability to fulfill each of the following grant responsibilities:
 - a. Provide Subject Matter Expertise and Consultation for grantees in partnership building and coordination, funding and sustainability support, and other focus areas.
 - b. Provide Learning and Program Development opportunities, including continuous quality improvement planning and rapid cycle improvement strategies.

- c. Provide Capacity Building opportunities, assessing grantee processes and strengthening systems to support the sustained development of capabilities, including but not limited to fiscal sustainability planning, data tracking, collection, analysis, and evaluation systems.
 - d. Design and lead Learning Collaborative Facilitation, bringing together grantees for peer learning and collaborative problem-solving around issues relevant to grantee needs and challenges.
 - e. Produce a Local Network Mapping and Systems Landscape Analysis to understand existing resources, service gaps, barriers and opportunities for stronger integration and collaboration, including an extensive literature review, data analyses, stakeholder focus groups and informant interviews, and statewide and county-specific recommendations.
 - f. Provide Grantee Support with Data Collection and Reporting, including supporting grantees in developing or refining systems change tracking tools that capture meaningful, qualitative progress indicators and outcomes.
4. What does your organization measure and/or what type of data is collected to determine the effectiveness of the TA you provide?
5. Describe the outcomes achieved through your provision of TA and consultation relative to 0-5/MBH programs in California.
- a. Include supporting documentation as evidence for what was achieved (e.g., evaluations, testimonials, reports, or other examples).
 - b. Explain how these outcomes demonstrate your organization's ability to achieve the goals and objectives of this RFP.

D. PROPOSED WORKPLAN (ATTACHMENT 4)

1. Deliverables

For each of the following SOW deliverables, describe the steps, activities, and milestones that will be completed to fulfill each deliverable and a timeline for their completion (specify all date(s) as days, weeks, months, quarters, and/or years):

- a. TA Workplan
- b. Quality Improvement Plans
- c. Organizational Capacity Building Plans
- d. Network Mapping and Landscape Analysis Report

- e. Quarterly Reports
- f. Annual Report and Final Report
- g. Quarterly Learning Collaborative
- h. Individual Grantee Consultations
- i. Administrative Coordination
- j. Evaluation Coordination Plan

2. TA Evaluation

Explain how the success and/or effectiveness of the TA you provide will be measured and evaluated. Provide specific examples of metrics, data, and/or tools that will be used to assess effectiveness.

3. Staffing

List the proposed staff that will be responsible for providing TA and completing the steps, activities, and milestones to fulfill the Scope of Work deliverables. Please include:

- a. Total number of staff and their percentage of time dedicated to this project.
- b. Description of anticipated staff roles and responsibilities.
- c. Number and role of staff positions to be filled (i.e., currently vacant).
- d. For all in-house staff positions currently filled, please provide:
 - 1) Title/Classification
 - 2) Number of years with your organization
 - 3) Role/responsibility on this project

E. COST SHEET (ATTACHMENT 5)

1. This section requires the completion of the Cost Sheet (Attachment 5) and the RFP 0-5/MBH-002 - Budget and Narrative (Exhibit D).
2. This is a deliverables-based contract. Contractor will only be paid for the successful completion of the deliverables and activities listed on the Cost Sheet. Payments will be made no more frequent than on a quarterly basis.
3. The Cost sheet is pre-filled with the deliverables listed in Section 6.C. Proposer must propose a cost for each deliverable.
 - a. TA Workplan
 - b. Quality Improvement Plans

- c. Organizational Capacity Building Plans
 - d. Network Mapping and Landscape Analysis Report
 - e. Quarterly Reports
 - f. Annual Report
 - g. Final Report
 - h. Quarterly Learning Collaborative
 - i. Individual Grantee Consultations
 - j. Administrative Coordination
 - k. Evaluation Coordination Plan
4. In addition, the Proposer will complete Exhibit D – Budget and Narrative (See separate Excel workbook) to identify and explain all costs that will be incurred by the Proposer in completing the SOW and deliverables. The total of the annual costs by Budget Year shall agree to the total annual costs on the Cost Sheet (Attachment 5).
5. If staff are hired, their costs should be allocated to each of the above line items in proportion to their work on those activities.
6. Proposer is required to propose annual costs for the three-year term of this agreement. Costs for Year 1 cannot exceed \$533,000 to ensure costs are not front-loaded in this agreement.
7. The Commission reserves the right to negotiate to execute a contract including, but not limited to, the approval and acceptance of all Cost Sheet line items (deliverables, activities, and cost).

F. REFERENCES (ATTACHMENT 6)

1. The Proposer is required to provide three (3) References as follows:
- a. Two (2) references shall be from organizations that have received 0-5/MBH TA services or related support from the Proposer.
 - b. One (1) reference shall be from a Grantor to whom the Proposer has provided 0-5/MBH TA services.
 - c. All references shall be from activities performed within the last three (3) years.

G. BIDDER DECLARATION (GSPD-05-105) (ATTACHMENT 7)

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

[105.pdf](#).

H. CONTRACTOR CERTIFICATIONS CLAUSES (CCC-307) (ATTACHMENT 8)

1. Required certification to enter into a contract with the State.

I. DARFUR CONTRACTING ACT CERTIFICATIONS (ATTACHMENT 9)

1. Effective January 1, 2009, Public Contract Code sections 10475, et. seq.; Stats. 2008, Ch. 272, requires that all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.
2. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).
3. Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See option #1 on ATTACHMENT 9).
4. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See option #2 on ATTACHMENT 9).

J. PAYEE DATA RECORD (STD 204) (ATTACHMENT 10)

1. The Payee Data Record (STD 204) is required to receive a payment from the State of California and is completed in lieu of an IRS W-9 or W-7. The information provided is used to populate the check (warrant) when payments are made. In addition, the information is used for California state agencies to prepare Information Returns (Form 1099)

8. PROPOSER INSTRUCTIONS

A. PROPOSER ADMONISHMENT

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

It is the proposer'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.

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

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

Proposals must comply with all RFP requirements. Before submitting a response to this RFP, Proposers should review the proposal, correct all errors, and confirm compliance with the RFP requirements. Not complying with the RFP requirements is cause for a proposal to be rejected. The Commission reserves the right to contact a proposer about any errors and/or omissions in the proposal.

B. WRITTEN QUESTIONS

Written questions must be submitted by email to procurements@bhsoac.ca.gov, using ATTACHMENT 18, Questions Template. Email subject line shall be **RFP 0-5/MBH-002**. Only questions submitted in writing and answered in writing by the Commission shall be binding and official. All written questions submitted by the deadline, specified in the Key Action Dates (Table 4-1), will be responded to by the Commission. At its discretion, the Commission reserves the right to contact a proposer to seek clarification of any inquiry received.

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

confirmed in writing.

The Commission's website (www.bhsoac.ca.gov) will be the official means to communicate with prospective proposers. Information and ongoing communications for this solicitation will be posted on the website.

C. SOLICITATION DOCUMENT

In addition to an explanation of the Commission's requirements that must be met, this solicitation document includes instructions that 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 Proposer.

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

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

D. CONFIDENTIALITY

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

The Proposer 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.

E. ADDENDA

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

F. RFP CANCELLATION

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

1. Cancel this RFP;
2. Amend this RFP as needed; or
3. Reject any or all proposals received in response to this RFP.

G. PROPOSER'S COST

Costs for developing the proposal are the responsibility entirely of the Proposer and shall not be chargeable to the Commission.

H. SIGNATURE OF BID (PROPOSAL)

A cover letter shall be considered an integral part of the proposal, 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 proposal may be rejected.

I. FALSE OR MISLEADING STATEMENTS

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

J. DISPOSITION OF PROPOSALS

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 Proposer's request. A copy of the proposal shall be retained for official files and will become a public record after the Notice of Intent to Award is posted. However, materials the Commission considered as confidential information will be returned at the request of the Proposer.

K. MODIFYING OR WITHDRAWAL OF PROPOSAL

A Proposer may, by letter to the Procurement Official, withdraw or modify a submitted Proposal before the deadline to submit proposals. Proposals cannot be changed after the deadline to submit.

L. IMMATERIAL DEFECT

The Commission may waive any immaterial defect or deviation contained in a Proposer's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Proposer from full compliance.

M. PROTEST

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

There is no basis for protest if the Commission rejects all proposals based on the best interest of the State or if the Commission cancels the RFP. Only a Proposer who submitted a proposal to this RFP may protest the award of a contract under this RFP.

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

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

Proposer Name
Street Address
City, State, Zip Code

INTENT TO PROTEST
RFP 0-5/MBH-002
Melissa Martin-Mollard
Behavioral Health Services Oversight & Accountability
Commission

Within five (5) working days from the date the Commission receives the Intent to Protest letter, the protesting Proposer must file with the Commission at the above address a Letter of Protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, FedEx, etc.). The Letter of Protest cannot be hand delivered by the Proposer, faxed or sent by electronic mail. Any

Letter of Protest received without an original signature and/or by a delivery method other than a postal service will not be considered.

The Letter of Protest must describe the factors that support the protesting Proposer's claim that the protesting Proposer would have been awarded the contract had the Commission correctly applied the prescribed evaluation rating standards in the RFP or if the Commission had followed the evaluation and scoring methods in the RFP. The Letter of Protest must identify specific information in the proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original proposal. The Letter of Protest cannot protest the scoring of another proposer's proposal.

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

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

9. SUBMISSION INSTRUCTIONS

This section contains the format requirements and instructions on how to submit a proposal. The format is prescribed to assist the Proposer in meeting State bidding requirements and to enable the Commission to evaluate each proposal uniformly and fairly. Proposers must follow all proposal format instructions, answer all questions, and supply all required documents.

A. REQUIRED DOCUMENTS

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

Attachment 1: Proposal Cover Sheet
Attachment 2: Minimum Qualifications
Attachment 2-1: References (Minimum Qualifications)
Attachment 3: Proposer Background
Attachment 4: Proposed Workplan
Attachment 5: Cost Sheet
Attachment 6: References
Attachment 7: Bidder Declaration Attachment
Attachment 8: Contractor Certification Clauses (CCC-307)

Attachment 9: Darfur Contracting Act Certification (if applicable)

Attachment 10: Payee Data Record (STD 204)

Attachment 11: Final Submission Checklist

Attachment 12: Questions Template

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

B. REQUIRED PROPOSAL FORMAT

Proposals must be submitted electronically to:

procurements@bhsoac.ca.gov

Subject Line: **RFP 0-5/MBH-002**

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

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

C. LATE SUBMISSIONS

Late proposals will not be accepted. Proposers assume all risk of late submission. Proposals received after the deadline will be rejected without review. Incomplete submissions may also be rejected without review.

10. SCORING PROCESS

The following information is required for all proposals.

A. PROPOSAL SCORING

Proposals will be evaluated and scored based on their response to the information

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

Proposals will be evaluated as follows:

Administrative Review

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

Technical Review

Each proposal will be evaluated and scored based on the Proposer's response to each requirement. The evaluation will be based on meeting all aspects of the following requirements:

- Attachment 3: Proposer Background
- Attachment 4: Proposed Workplan
- Attachment 5: Cost Sheet
- Attachment 6: References

Total Points Available:

No.	Requirement	Points Available
1	Administrative Review	Pass/Fail
2	Proposer Background	8,200
3	Proposed Workplan	9,500
4	Cost Sheet	2,500

5	References	2,250
6	Total Evaluation Points	22,450

Evaluation Criteria

The following criteria will be used, where applicable:

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

Scoring

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

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

Evaluation Scoring Detail

No.	Requirement*	Points Available
PROPOSER BACKGROUND		
Provide a response to the following:		
C.1.	Describe how long your organization has been in existence, including your mission, core activities, and organizational structure <i>Scoring Criteria: Clarity and Reasonableness</i> <i>(Max 750 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 75 to award max points)</i>	750

C.1.a.	Provide support in the form of documentation <i>Scoring Criteria: Clarity and Reasonableness</i> <i>(Max 750 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 75 to award max points)</i>	750
C.1. Calc	Existence <i>Scoring: The Proposer(s) with the most fully supported years of experience will receive full points. All other will receive a ratio of points based on the number of fully supported years of experience compared to the Proposer(s) who has the most fully supported years of experience.</i> <i>(Max 200 points available. Calculated: Number of fully supported years of experience / Proposer(s) with the most fully supported years of experience x 200 points)</i>	200
C.2.	Describe your experience providing TA and consultation relative to 0-5/MBH programs in California, particularly those in a partnership model and/or integrated systems of care. <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and alignment.</i> <i>(Max 1000 points available. Calculated: Clarity, Reasonableness, Completeness, Alignment are worth 5 points each. Score will be multiplied by 50 to award max points)</i>	1,000
C.3.	Describe how your organization's experience, operational capacity, and expertise demonstrates your ability to fulfill each of the following grant responsibilities:	
C.3.a.	Provide Subject Matter Expertise and Consultation for grantees in partnership building and coordination, funding and sustainability support, and other focus areas. <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and alignment.</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
C.3.b.	Provide Learning and Program Development opportunities, including continuous quality improvement planning and rapid cycle improvement strategies.	500

	<i>Scoring Criteria: Clarity, Reasonableness, Completeness, and alignment.</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	
C.3.c.	Provide Capacity Building opportunities, assessing grantee processes and strengthening systems to support the sustained development of capabilities, including but not limited to fiscal sustainability planning, data tracking, collection, analysis, and evaluation systems. <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and alignment.</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
C.3.d.	Design and lead Learning Collaborative Facilitation bringing together grantees for peer learning and collaborative problem-solving around issues relevant to grantee needs and challenges. <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and alignment.</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
C.3.e.	Produce a Local Network Mapping and Systems Landscape Analysis to understand existing resources, service gaps, barriers and opportunities for stronger integration and collaboration, including an extensive literature review, data analyses, stakeholder focus groups and informant interviews, and statewide and county-specific recommendations. <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and alignment.</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
C.3.f.	Provide Grantee Support with Data Collection and Reporting, including supporting grantees in developing or refining systems change tracking tools that capture meaningful, qualitative progress indicators and outcomes.	500

	<i>Scoring Criteria: Clarity, Reasonableness, Completeness, and alignment.</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	
C.4.	What does your organization measure and/or what type of data is collected to determine the effectiveness of the TA you provide? <i>Scoring Criteria: Clarity and Reasonableness</i> <i>(Max 1000 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 100 to award max points)</i>	1,000
C.5.	Describe the outcomes achieved through your provision of TA and consultation relative to 0-5/MBH programs in California. <i>Scoring Criteria: Clarity and Reasonableness</i> <i>(Max 500 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
C.5.a.	Include supporting documentation as evidence for what was achieved (e.g., evaluations, testimonials, reports, or other examples). <i>Scoring Criteria: Clarity and Reasonableness</i> <i>(Max 500 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
C.5.b.	Explain how these outcomes demonstrate your organization's ability to achieve the goals and objectives of this RFP. <i>Scoring Criteria: Clarity and Reasonableness</i> <i>(Max 500 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
PROPOSED WORKPLAN		
D.1.	Deliverables For each of the following Scope of Work deliverables, describe the steps, activities, and milestones that will be completed to fulfill each deliverable, and a timelines for their completion (specify all date(s) as days, weeks, months, quarters, and/or years).	

D.1.a.	TA Workplan <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 1000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 50 to award max points)</i>	1,000
D.1.b.	Quality Improvement Plans <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 1000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 50 to award max points)</i>	1,000
D.1.c.	Organizational Capacity Building Plans <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 1000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 50 to award max points)</i>	1,000
D.1.d.	Network Mapping and Landscape Analysis Report <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 1000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 50 to award max points)</i>	1,000
D.1.e.	Quarterly Reports <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
D.1.f.	Annual Report and Final Report <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500

D.1.g.	Quarterly Learning Collaborative <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
D.1.h.	Individual Grantee Consultations <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
D.1.i.	Administrative Coordination <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
D.1.i.	Evaluation Coordination Plan <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)</i>	500
D.2.	Explain how the success and/or effectiveness of the TA you provide will be measured and evaluated. Provide specific examples of metrics, data, and/or tools that will be used to assess effectiveness. <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 1000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 50 to award max points)</i>	1,000
D.3.	Staffing List the proposed staff that will be responsible for providing TA and completing the steps, activities, and milestones to fulfill the Scope of Work deliverables. Please include:	1,000

	a. Total number of staff and their percentage of time dedicated to this project. b. Description of anticipated staff roles and responsibilities. c. Number and role of staff positions to be filled (i.e., currently vacant). d. For all in-house staff positions currently filled, please provide: 1) Title/Classification 2) Number of years with your organization 3) Role/responsibility on this project <i>Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment</i> <i>(Max 1000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 50 to award max points)</i>	
D.3. Calc	Staff FTE <i>Scoring: The Proposer(s) with the highest staff FTE will receive full points. All other will receive a ratio of points based on their staff FTE compared to the Proposer(s) who has the highest staff FTE.</i> <i>(Max 500 points available. Calculated: For each proposed staff x percentage of time dedicated to this project and add together to determine Proposer's staff FTE. $\text{Proposer's staff FTE} / \text{Proposer with the highest staff FTE} \times 500 \text{ points}$)</i>	500
COST SHEET		
E.	1. This section requires the completion of the Cost Sheet (Attachment 5) and the RFP 0-5/MBH-002 - Budget and Narrative (Exhibit D). 2. This is a deliverables-based contract. Contractor will only be paid for the successful completion of the deliverables and activities listed on the Cost Sheet. Payments will be made no more frequent than on a quarterly basis. 3. The Cost sheet is pre-filled with the deliverables listed in Section 6.C. Proposer must propose a cost for each deliverable. a. TA Workplan b. Quality Improvement Plans c. Organizational Capacity Building Plans d. Network Mapping and Landscape Analysis Report	2,500

	e. Quarterly Reports f. Annual Report g. Final Report h. Quarterly Learning Collaborative i. Individual Grantee Consultations j. Administrative Coordination k. Evaluation Coordination Plan 4. In addition, the Proposer will complete Exhibit D – Budget and Narrative (See separate Excel workbook) to identify and explain all costs that will be incurred by the Proposer in completing the SOW and deliverables. The total of the annual costs by Budget Year shall agree to the total annual costs on the Cost Sheet (Attachment 5). 5. If staff are hired, their costs should be allocated to each of the above line items in proportion to their work on those activities. 6. Proposer is required to propose annual costs for the three-year term of this agreement. Costs for Year 1 cannot exceed \$533,000 to ensure costs are not front-loaded in this agreement. 7. The Commission reserves the right to negotiate to execute a contract, including but not limited to the approval and acceptance of all Cost Sheet line items (deliverables, activities, and cost). <i>Scoring Criteria: Clarity, Reasonableness, and Completeness. (Max 2500 points available. Calculated: Clarity, Reasonableness, and Completeness are worth 5 points each. Score will be multiplied by 166.66 to award max points)</i>	
REFERENCES		
F.	1. The Proposer is required to provide three (3) References as follows: a. Two (2) references shall be from organizations that have received 0-5/MBH TA services or related support from the Proposer. b. One (1) reference shall be from a Grantor to whom the	2,250

	Proposer has provided 0-5/MBH TA services. c. All References shall be from activities performed within the last three (3) years. <i>Scoring Criteria: Actual reference scores.</i> <i>(Max 750 points per reference, 2250 total points. Calculated: Each reference is worth 25 points. Each reference score will be multiplied by 30 to award max points)</i>	
TOTAL EVALUATION POINTS		22,450

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

The Commission reserves the right to negotiate to finalize a contract. This includes, but is not limited to, all of the responses provided in the winning proposal. The intent is to ensure that the winning proposal is complete to the point that the Commission accepts and approves all content in the proposal and subsequent contract.

ATTACHMENT 1: PROPOSAL COVER SHEET

Provide the information below.

Proposer Name	
Proposer Address and Telephone Number	
Name of Authorized Signor (Print)	
Signature of Authorized Signor	Date

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

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

Program Coordinator Contact Information

Name:	
Title:	
Email:	
Phone Number:	

ATTACHMENT 2: MINIMUM QUALIFICATIONS

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

B.1.	The proposer must have at least five (5) years' experience providing TA or related support to direct service provider organizations serving the 0-5/MBH population, with at least two (2) of those years' experience being within the public behavioral health system in California. Provide references to support the number of years TA experience. A minimum time of one year of experience is required per reference. (Use Attachment 2-1: References (Minimum Qualifications)) <i>(Reference the location in the proposal where the references are located)</i>
B.2.	Evidence that Proposer is registered to do business in California. The support can be provided with a copy or screen shot of your California Secretary of State certification showing an "Active Status". This can be found at https://bizfileonline.sos.ca.gov/search/business <i>Reference the location in the proposal where the support is located</i>

ATTACHMENT 2-1: REFERENCES (Minimum Qualifications Served)

Reference for _____

Organization Name:	
Time Period the Reference Covers (A minimum time of one year of experience is required per reference)	
Service Provided: (Must be for providing TA to direct service provider organizations serving the 0-5/MBH population within the public behavioral health system)	
Reference Contact Name and Title:	
Reference Contact Phone Number:	
Reference Contact E Mail Address:	

Reference Signature

Date

ATTACHMENT 3: PROPOSER BACKGROUND

C.	Provide a response to the following:
C.1.	Describe how long your organization has been in existence, including your mission, core activities, and organizational structure.
C.1.a.	Provide support in the form of documentation.
C.2.	Describe your experience providing TA and consultation relative to 0-5/MBH programs in California, particularly those in a partnership model and/or integrated systems of care.
C.3.	Describe how your organization's experience, operational capacity, and expertise demonstrate your ability to fulfill each of the following grant responsibilities.
C.3.a.	Provide Subject Matter Expertise and Consultation for grantees in partnership building and coordination, funding and sustainability support, and other focus areas.
C.3.b.	Provide Learning and Program Development opportunities, including continuous quality improvement planning and rapid cycle improvement strategies.

C.3.c.	Provide Capacity Building opportunities, assessing grantee processes and strengthening systems to support the sustained development of capabilities, including but not limited to fiscal sustainability planning, data tracking, collection, analysis, and evaluation systems.
C.3.d.	Design and lead Learning Collaborative Facilitation bringing together grantees for peer learning and collaborative problem-solving around issues relevant to grantee needs and challenges.
C.3.e.	Produce a Local Network Mapping and Systems Landscape Analysis to understand existing resources, service gaps, barriers and opportunities for stronger integration and collaboration, including an extensive literature review, data analyses, stakeholder focus groups and informant interviews, and statewide and county-specific recommendations.
C.3.f.	Provide Grantee Support with Data Collection and Reporting, including supporting grantees in developing or refining systems change tracking tools that capture meaningful, qualitative progress indicators and outcomes.

C.4.	What does your organization measure and/or what type of data is collected to determine the effectiveness of the TA you provide?
C.5.	Describe the outcomes achieved through your provision of TA and consultation relative to 0-5/MBH programs in California.
C.5.a.	Include supporting documentation as evidence for what was achieved (e.g., evaluations, testimonials, reports, or other examples).
C.5.b.	Explain how these outcomes demonstrate your organization's ability to achieve the goals and objectives of this RFP.

ATTACHMENT 4: PROPOSED WORKPLAN

Provide a response to the following:

D.1.	Deliverables For each of the following Scope of Work deliverables, describe the steps, activities, and milestones that will be completed to fulfill each deliverable, and a timeline for their completion (specify all date(s) as days, weeks, months, quarters, and/or years).
D.1.a.	TA Workplan Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.1.b.	Quality Improvement Plans Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.1.c.	Organizational Capacity Building Plans Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.1.d.	Network Mapping and Landscape Analysis Report Use APPENDIX 2 – WORKPLAN to respond to this requirement.

D.1.e.	Quarterly Reports
	Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.1.f.	Annual Report and Final Report
	Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.1.g.	Quarterly Learning Collaborative
	Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.1.h.	Individual Grantee Consultations
	Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.1.i.	Administrative Coordination
	Use APPENDIX 2 – WORKPLAN to respond to this requirement.

D.1.j.	Evaluation Coordination Plan Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.2.	Explain how the success and/or effectiveness of the TA you provide will be measured and evaluated. Provide specific examples of metrics, data, and/or tools that will be used to assess effectiveness.
D.3.	Staffing: List the proposed staff that will be responsible for providing TA and completing the steps, activities, and milestones to fulfill the Scope of Work deliverables. Please include: a. Total number of staff and their percentage of time dedicated to this project. b. Description of anticipated staff roles and responsibilities. c. Number and role of staff positions to be filled (i.e., currently vacant). d. For all in-house staff positions currently filled, please provide: 1) Title/Classification 2) Number of years with your organization 3) Role/responsibility on this project

ATTACHMENT 5: COST SHEET

Proposer Name:

No.	Deliverable	Year 1	Year 2	Year 3
1	TA Workplan			
2	Quality Improvement Plans			
3	Organizational Capacity Building Plans			
4	Network Mapping and Landscape Analysis Report			
5	Quarterly Reports (Qtr 1)			
6	Quarterly Reports (Qtr 2)			
7	Quarterly Reports (Qtr 3)			
8	Annual Report			
9	Final Report			
10	Quarterly Learning Collaborative (Qtr 1)			
11	Quarterly Learning Collaborative (Qtr 2)			
12	Quarterly Learning Collaborative (Qtr 3)			
13	Quarterly Learning Collaborative (Qtr 4)			
14	Individual Grantee Consultations			
15	Administrative Coordination			
16	Evaluation Coordination Plan			
17	Yearly Total Cost (First year cannot exceed \$533,000)			
18	Total Cost for All Years (Cannot exceed \$1,601,000)			\$1,601,000

Instructions:

1. This section requires the completion of the **Cost Sheet (Attachment 5)** and the **Budget and Narrative (Exhibit D)**.
2. This is a deliverables-based contract. Contractor will only be paid for the successful completion of the deliverables and activities listed on the Cost Sheet. Payments will be made no more frequent than on a quarterly basis.
3. The Cost sheet is pre-filled with the deliverables listed in Section 6.C. Proposer must propose a cost for each deliverable.
4. In addition, the Proposer will complete **Exhibit D – Budget and Narrative** (See separate Excel workbook) to identify and explain all costs that will be incurred by the Proposer in completing the SOW and deliverables. The total of the annual costs by Budget Year shall agree to the total annual costs on the Cost Sheet (Attachment 5).
5. The Commission reserves the right to negotiate to execute a contract, including but not limited to the approval and acceptance of all Cost Sheet line items (deliverables, activities, and cost).
6. In addition, the Commission reserves the right to negotiate to finalize a contract on all parts of winning proposal, including but not limited to all items on the Cost Sheet.

ATTACHMENT 6: REFERENCES

Reference for _____

Organization Name:	
Relationship: (Identify whether you received 0-5/maternal behavioral health TA services from the Proposer or a grantor)	
Time Period the Reference Covers: (Must have been within the last 3 years of the release date of this RFP)	
Service Provided: (Must be related to providing 0-5/maternal behavioral health TA services.)	
Reference Contact Name and Title:	
Reference Contact Phone Number:	
Reference Contact E Mail Address:	

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

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

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

Category	Comments Provide a comment for the rating	Rating (Circle One)
1. Did the organization understand your issues/needs?		1 2 3 4 5
2. Did the organization have knowledge of the public behavioral health system?		1 2 3 4 5
3. Did the organization have experience in maternal behavioral health?		1 2 3 4 5
4. Did the organization successfully assist you?		1 2 3 4 5

5. Rate the organization as to the quality of services provided and your overall experience		1 2 3 4 5
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Reference Signature

Date

ATTACHMENT 7: BIDDER DECLARATION (GSPD-05-105)

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

ATTACHMENT 8: CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

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

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

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:

- 1) Receive a copy of the company's drug-free workplace policy statement; and,
- 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake

self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 9: DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 10: PAYEE DATA RECORD (STD 204)

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

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

ATTACHMENT 11: FINAL SUBMISSION CHECKLIST

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

Check	DESCRIPTION
	Attachment 1: Proposal Cover Sheet
	Attachment 2: Minimum Qualifications
	Attachment 2-1: References (Minimum Qualifications)
	Attachment 3: Proposer Background
	Attachment 4: Proposed Workplan
	Attachment 5: Cost Sheet
	Attachment 6: References
	Attachment 7: Bidder Declaration Attachment
	Attachment 8: Contractor Certification Clauses (CCC-307)
	Attachment 9: Darfur Contracting Act Certification (if applicable)
	Attachment 10: Payee Data Record (STD 204)
	Attachment 11: Final Submission Checklist
	Exhibit D: Budget and Narrative

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 4-1 and submit it to procurements@bhsoac.ca.gov.

RFP 0-5/MBH-002		
	RFP Section Reference	Question
1		
2		
3		
4		
5		
6		
7		
8		

APPENDIX 1: SAMPLE CONTRACT EXHIBTS B and C

EXHIBIT B SAMPLE

Budget Detail and Payment Provisions

1. Invoicing and Payment

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

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Cost Detail

- A. The total amount of this Agreement shall not exceed ten million dollars and no cents (\$10,000,0000.00). Payment shall be made in accordance with the Payment Table below.

5. Payment Table

This is a fixed price deliverables-based contract. Contractor will be paid based on the cost of each deliverable as identified in the Contractor's proposal (Cost Sheet) with cost allocations and due dates set forth in the table below.

TABLE TO COME

EXHIBIT C SAMPLE
GENERAL TERMS AND CONDITIONS

1. Amendment. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. Antitrust Claims. By signing this agreement Contractor hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below:
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the Commission or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year of such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
3. Approval. This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained by the Commission.

Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The Commission's determination as to satisfactory work shall be final absent fraud or mistake.

4. Assignment. This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
5. Audit. The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Contractor's records and supporting documentation pertinent to its performance. Contractor agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Contractor agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Contractor advance written notice of any onsite audit. (Gov Code § 8546.7)
6. Captions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. Certification Clauses. The CONTRACTOR CERTIFICATION CLAUSES contained in the document DGS CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
8. Child Support Compliance Act. For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
9. Change of Control. In the event Contractor undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.
10. Compensation. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. Confidentiality. Contractor shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission, and subject to the terms and conditions of Section 30 of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
 - a. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Commission staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
12. Contract/Agreement is Complete. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
13. Copyright. Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Contractor shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.
14. Contractor-Commission Collaboration. At the request of the Commission, Contractor shall permit Commission Staff to work closely with Contractor's Staff, and Commission Staff shall

be given access to Contractor's data, working papers and other written materials as needed for this purpose.

15. Counterparts. The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

16. Dispute Resolution.

- a. Contractor shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Contractor shall submit a written statement of dispute to: Executive Director, BHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
- b. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- c. 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.
- d. While the informal dispute or arbitration process is pending, Contractor shall proceed diligently with its performance under the Agreement.

17. Electronic Signature. Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

18. Force Majeure. Neither the Commission nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

19. Forum Selection. The County of Sacramento in the State of California shall be the proper forum for any dispute between the parties regarding this Agreement.

20. GenAI Technology Use & Reporting. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. The Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.
21. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
22. Government Purpose Rights. Contractor hereby grants “Government Purpose Rights” to the Work Product produced pursuant to this Agreement, defined as: the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. These Rights also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose. These rights do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
23. Gratuities and Contingency Fees. The Commission, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.
- a. In the event this Agreement is terminated as provided in the paragraph above, the State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

- b. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
 - c. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. Indemnification. Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
25. Independent Contractor. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
26. Information Security. Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
27. Key Personnel. Contractor's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.
28. Litigation. The Commission, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Agreement.
- a. The failure of the Commission to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the Commission of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

29. Limited License and Fair Use. Upon request, the Commission may assign Contractor a limited, non-exclusive, royalty-free License to use materials produced under this Agreement for which the Commission holds the copyright. This License shall be limited to the following purposes: research, professional publication or educational outreach. Furthermore, the Commission recognizes the Fair Use Doctrine in U.S. copyright law, by which it is permissible to use limited portions of a work including quotes for purposes such as commentary, criticism, scholarly reports and more as identified at Copyright.gov.
30. Loss Leader. If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Contract Code §10344(e)).
31. Commission Logo. The Commission may, in its sole discretion, grant Contractor a limited, non-exclusive, non-transferable, revocable license to use the Commission's logo bearing the name "Commission for Behavioral Health (CBH)" solely in connection with Contractor's performance of its obligations under this Agreement. All uses of the logo by the Contractor must receive prior written approval from the Commission Executive Director. Contractor understands and agrees that it must adhere to the CBH Branding Guidelines posted on the Commission's website, as a condition of usage. The Commission may revoke the license granted herein at any time, with or without cause, upon written notice to Contractor.
32. Contractor understands and agrees that it must adhere to the CBH Branding Guidelines as a condition of usage. Contractor shall request a copy of the CBH Branding Guidelines from the Commission, if applicable to Contractor's work.
33. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.
34. Non-Discrimination. During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

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

- 35. Notice. The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party's Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.
- 36. Notice of Litigation. Contractor shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
- 37. Permits and Licenses. Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful prosecution of the work.
 - a. Contractor shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Contractor shall immediately notify the Commission in writing.
- 38. Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 39. Public Hearings. If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. The Commission shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by the Commission.

40. Public Records Act. This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 7920.000 et seq. Under a Public Records Act Request, Contractor may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
41. Publications and Reports. The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
- a. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).
42. Recycling Certification. Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contract Code §12205).
43. Severability. In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
44. Small Business Participation and DVBE Participation Reporting Requirements.
- a. If for this Agreement, Contractor made a commitment to achieve a small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.).
- b. If for this Agreement, Contractor made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE;

and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841).

45. State Funds. Contractor, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:

- a. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- b. Lobbying for either the passage or defeat of any legislation.

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

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

46. Subcontracts. Prior to entering any subcontract, Contractor shall obtain the Commission's prior approval. Contractor shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out. Contractor shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Forum Selection, Governing Law, Indemnification, Independent Contractor, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.

47. Substitutions. Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.

48. Survival. The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, Dispute Resolution, Forum Selection, Governing Law, Indemnification, Public Records Act, and Publication and Reports.

49. Termination For Cause. The Commission may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Contractor under this

Agreement and the balance, if any, shall be paid to the Contractor, pursuant to Exhibit B of this Agreement, upon demand.

50. Termination Without Cause. Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Contractor for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Contractor for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed. The Commission shall also be entitled to an accounting of the use of the funds and is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.
51. Timeliness. Time is of the essence in this Agreement.
52. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
53. Waiver. Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.
54. Worker's Compensation. Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof at any time the Commission may request the same.
55. Work For Hire. Contractor understands and agrees that all original works created and delivered under this Agreement is "work for hire" and owned by the Commission as of the time created, including the website development (programming), content and design. Contractor also grants the Commission the right to use and reproduce all Reports and data generated and delivered under this Agreement, and the Commission reserves the right to authorize another government entity to use or reproduce such materials.
56. Generative AI Disclosure Obligations.
 - a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64 and any updates thereto)

- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

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

EXHIBIT D: BUDGET AND NARRATIVE

See Excel workbook EXHIBIT D - Budget and Narrative.xlsx to complete this requirement.

APPENDIX 2: WORKPLAN

Deliverables		
Deliverable 1: Technical Assistance (TA) Workplan		Workplan Due: First 90 days Updates Due: End of Year 1; end of Year 2
Goal #1:	Ensure TA activities are strategically planned and effectively executed from the start of the contract.	
Objective:	Establish a comprehensive strategy to guide the implementation of all TA activities.	
Deliverable		
	a. The TA provider will develop and implement a comprehensive implementation plan detailing the approach, methodology, timeline, and resource allocation for all TA activities. b. The plan will include specific strategies for: establishing collaborative relationships within each grantee partnership, tailoring strategies for supporting each grantee’s partnership-building and coordination; exploring sustainable funding sources; establishing protocols for data collection and reporting; and developing frameworks for measuring TA effectiveness. c. The TA provider will submit annual updates to the workplan to reflect any strategic changes. d. The TA provider will implement all activities identified in the TA workplan.	
Steps, Activities, or Milestones and Timeline	<i>Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.</i>	<i>Start Date and End Date (mm/dd/yy to mm/dd/yy)</i>
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Deliverable 2: Quality Improvement Plans		Plans Due: First 90 days Updates Due: End of Year 1; end of Year 2
Goal #2:	Enhance grantee program effectiveness through continuous quality improvement and data-driven learning.	
Objective:	Support grantees in developing systematic approaches to program improvement and data utilization for enhanced service delivery.	
Deliverable		
	a. The TA provider will work with each grantee to develop and implement individualized continuous quality improvement plans that include data review protocols, rapid cycle improvement processes, and systematic approaches to program enhancement. b. Plans will establish frameworks for ongoing data interpretation, identification of implementation challenges, and timely program adjustments based on evidence and outcomes. c. The TA provider will provide annual updates to the quality improvement plans. d. The TA provider will implement all activities identified in the Quality Improvement Plans.	
Steps, Activities, or Milestones and Timeline	<i>Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.</i>	<i>Start Date and End Date (mm/dd/yy to mm/dd/yy)</i>
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Deliverable 3: Organizational Capacity Building Plans		Plans Due: First 90 days Updates Due: End of Year 1; end of Year 2
Goal #3:	Strengthen grantee organizational capacity and infrastructure for sustainable operations after their grant ends.	
Objective:	Build grantee organizational capabilities to support independent, effective operations.	
Deliverable		
	a. The TA provider will conduct comprehensive organizational assessments for each grantee to identify strengths, gaps, and opportunities for enhanced systems and processes. b. Based on assessment findings, the provider will develop and implement tailored capacity building plans that strengthen fiscal sustainability, data systems, organizational functions, and operational capabilities to enable more independent and effective grantee operations. c. Plans will include specific milestones and strategies for sustained development of organizational infrastructure and capabilities. d. The TA provider will provide annual updates to the organizational capacity building plans. e. The TA provider will implement all activities identified in the Organizational Capacity Building Plans.	
Steps, Activities, or Milestones and Timeline	<i>Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.</i>	<i>Start Date and End Date (mm/dd/yy to mm/dd/yy)</i>
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Deliverable 4: Network Mapping and Landscape Analysis Report		Due: End of Year 2
Goal #4:	Build a deep understanding of local systems for each grantee to identify opportunities for collaboration and improvement.	
Objective:	Understand and document the existing local networks, resources, gaps, challenges, and opportunities for the six grantees across all eight counties to inform TA and system partner collaboration strategies.	
Deliverable		
	a. The TA provider will produce a comprehensive report analyzing local networks and systems across all eight grantee counties by the end of year two of the grant. b. The report will synthesize findings from a literature review, stakeholder focus groups, and key informant interviews to provide a detailed understanding of existing resources, gaps, challenges, opportunities, funding landscapes, and barriers to effective partnerships, collaboration, access, and service delivery.	
Steps, Activities, or Milestones and Timeline	<i>Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.</i>	<i>Start Date and End Date (mm/dd/yy to mm/dd/yy)</i>
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Deliverable 5: Quarterly Reports		Due: Quarters 1-3 during Year 1, Year 2, and Year 3
Goal #5:	Track progress and adapt TA strategies to meet grantee needs more effectively over time.	
Objective:	Monitor and document TA progress, identify emerging trends, and recommend adaptations for ongoing improvement.	
Deliverable		
	a. Quarters 1 through 3 of each year, the TA provider will submit comprehensive progress reports documenting: TA activities, grantee engagement, and how TA support influenced grantee actions; emerging themes and challenges, opportunities, and lessons learned across all TA activities; successful strategies and interventions; recommendations for ongoing support and program improvements, and feedback to improve or adapt TA provision and CBH evaluation approaches based on grantee needs. b. The TA provider will use these reports to further refine the tailored TA plans and activities for grantees, focusing on continuous improvement efforts. These reports will also be used as part of the overall evaluation of the initiative.	
Steps, Activities, or Milestones and Timeline	<i>Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.</i>	<i>Start Date and End Date (mm/dd/yy to mm/dd/yy)</i>
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Deliverable 6: Annual and Final Reports		Annual Report Due: End of Year 1, Year 2 Final Report Due: End of Grant Cycle
Goal #6:	Provide a comprehensive account of TA outcomes to inform future grantmaking and program development.	
Objective:	Document key TA activities and “lessons learned” during the TA contract period to inform future relevant program efforts.	
Deliverable		
	a. The TA provider will submit an annual report that: reflects on progress made each year; documents how TA support influenced grantee actions and progress towards program goals, specifying TA activities during Quarter 4 of each year; summarizes cumulative themes and challenges, successful strategies and interventions; provides recommendations for ongoing support, as well as feedback to improve or adapt evaluation approaches based on grantee needs. b. The annual reports will inform continuous quality improvement efforts and be used for the overall evaluation of the initiative. c. The provider will submit a final report at the end of the grant cycle that synthesizes TA activities, grantee progress, and lessons learned. This report will be shared with the Commissioners and grantees to highlight effective practices, and identify opportunities for program and grant improvements.	
Steps, Activities, or Milestones and Timeline	<i>Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.</i>	<i>Start Date and End Date (mm/dd/yy to mm/dd/yy)</i>

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Deliverable 7: Quarterly Learning Collaborative		Due: Quarterly during Year 1, Year 2, and Year 3
Goal #7:	Promote collaboration, new ideas, and long-term success among grantees.	
Objective:	Facilitate knowledge sharing, resource connection, and problem-solving among grantees to promote innovation and sustainability.	
Deliverable		
a. Quarterly, the TA provider shall host a Learning Collaborative for the grantees that provides a connection to resources, avenues of fiscal sustainability, innovative approaches to service delivery, and identification of solutions to challenges presented by the grantees. c. The Commission shall be consulted on the agenda, content, and design of each Learning Collaborative.		
Steps, Activities, or Milestones and Timeline	Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.	Start Date and End Date (mm/dd/yy to mm/dd/yy)
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Deliverable 8: Individual Grantee Consultations		Due: Ongoing
Goal #8:	Provide targeted, personalized TA to address each grantee’s unique needs and challenges.	
Objective:	Identify and address each grantee’s unique needs and implementation challenges.	
Deliverable		
a. The TA provider will provide ongoing, tailored consultation services to individual grantees based on their specific needs and implementation challenges. The TA provider shall provide at least two tailored consultation sessions each year with individual grantees. b. Documentation of these consultations will be included in quarterly reports, capturing the nature of support provided and outcomes achieved.		
Steps, Activities, or Milestones and Timeline	Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.	Start Date and End Date (mm/dd/yy to mm/dd/yy)
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Deliverable 9: Administrative Coordination		Due: Ongoing
Goal #9:	Maintain clear communication and alignment between TA provider, Commission (including the Commission evaluation team), and grantees.	
Objective:	Maintain alignment and communication between TA provider, Commission grant management and evaluation team, evaluation support team, and grantees.	
Deliverable		
a. The TA provider will participate in regular coordination meetings with the Commission, evaluation team, and grantee representatives to ensure alignment of activities, share updates on progress, and address any emerging issues or opportunities for enhanced support. b. Documentation of administrative activities will be included in the quarterly reports, detailing frequency, attendees, meeting agendas, goals, learnings, and next steps.		
Steps, Activities, or Milestones and Timeline	Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.	Start Date and End Date (mm/dd/yy to mm/dd/yy)
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Deliverable 10: Evaluation Coordination Plan		Due: First 90 days Updates Due: End of Year 1; end of Year 2
Goal #10:	Ensure seamless integration between TA activities and formal evaluation to maximize grantee participation and utilization of evaluation findings.	
Objective:	Coordinate TA activities with the Commission's evaluation team to ensure grantees are prepared for and can effectively participate in all evaluation activities.	
Deliverable		
a. The TA provider will develop and implement an evaluation coordination plan with the Commission's evaluation team to ensure seamless integration of TA and evaluation activities. b. The provider will support grantees in preparing for and participating in evaluation activities, including but not limited to, surveys, focus groups, and interviews. c. The provider will submit an initial evaluation coordination plan within the first 90 days, and updated plans at the end of Year 1 and Year 2.		
Steps, Activities, or Milestones and Timeline	Describe the steps, activities, or milestones that will be completed to fulfill the deliverable and a general timeline for their completion.	Start Date and End Date (mm/dd/yy to mm/dd/yy)
1:		
2:		
3:		
4:		

5:		
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