



REQUEST FOR PROPOSAL (RFP)

Full Service Partnerships: Performance Management Technical Assistance Provider (PMTAP)

RFP FSP-PMTAP-001

October 23, 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

In accordance with Welfare and Institutions Code section 5845.8 (enacted by Senate Bill 465, Eggman, Chapter 544, Statutes of 2021), the Behavioral Health Services Oversight and Accountability Commission (Commission) oversees the evaluation and biennial reporting to the California State Legislature on outcomes for those receiving community mental health and substance use disorder treatment services under a Full Service Partnership (FSP) model. Part of this legislative mandate is to identify ways to improve FSPs and drive improvements in service delivery and client outcomes.

At its meeting on February 27, 2024 (Agenda Item 15), the Commission approved adoption of the 2024 FSP Legislative Report. In that report, the Commission found that most counties are not currently engaged in substantive performance management¹ practices and recommended statewide investments in performance management. As a result, at the Commission's August 2024 meeting (Agenda Item 6), the Commission approved allocating \$10 million in Mental Health Wellness Act Funds towards FSP performance management and improvements in service delivery.² The scope of this Request for Proposal (RFP) aligns with the findings and recommendations of the adopted 2024 FSP Legislative Report.

2. PURPOSE

The purpose of this RFP is to enter into a contract with an organization that will be responsible for recruiting a minimum of eight (8) California County Behavioral Health Departments³ in order to provide technical assistance and training, as well as establish a statewide learning community, for a minimum of twenty (20) of their county-contracted FSP service providers, with the goal of incorporating performance management techniques into existing service delivery workflows. Specifically, the Contractor(s) will be responsible for training and supporting participating FSP service providers in the development of internal data collection and reporting systems to track client enrollment, service utilization, engagement, and outcomes; staff workload; and billing. The Contractor(s) will work with the FSP service providers to establish goals based on the metrics derived from these data, including the creation of self-populated reports to establish baseline information that may be monitored

¹ Performance management refers to the iterative process of reflecting on past performance data in order to set future performance benchmarks that better align with the goals of the client and/or organization. Performance improvement is reliant on tracking outputs over time, and identifying and supplying the necessary resources, training, and supports to serve as a catalyst for improved outcomes.

² These funds represent the maximum total award amount possibly awarded through this RFP.

³ This includes county Medi-Cal Specialty Mental Health Plans, State Plan Drug Medi-Cal (DMC), and DMC-Organized Delivery System Plans.



over time to improve service delivery and outcomes for individuals enrolled in an FSP, with specific attention to reducing disparities for individuals who have been historically underserved. To ensure Contractor(s) pursue the goal of reducing disparities in an informed manner, incorporating diverse voices is central to the work of this RFP and is a component of the scoring criteria. See “Scoring Process” below for more information.

3. BACKGROUND

FSPs represent California’s most comprehensive and community-based approach to serving individuals with serious emotional disturbance (SED), serious mental illness (SMI) and/or severe substance use disorders (SUDs). Rooted in recovery-oriented care, FSPs aim to help individuals achieve stability and maintain independence by connecting them to essential resources within their communities. These programs are available 24/7, and serve individuals across the lifespan—including children, transition-age youth, adults, and older adults. Services available through an FSP may include therapy, transportation to medical appointments, housing assistance, and more. FSPs operate as a critical component on the continuum of care, representing the last point of intervention before individuals face the most severe consequences of SED, SMI and/or SUDs, such as homelessness, incarceration, or hospitalization.

All of the individuals served through FSPs fall within the priority populations identified by the Behavioral Health Services Act (BHSA), which include, but are not limited to, those who are homeless or at risk of homelessness, justice-involved or at risk of justice involvement, involved or at risk of involvement in the child welfare system, and those at risk of conservatorship or involuntary institutionalization. In its 2024 biennial report to the Legislature, the Commission underscored the urgent need for accurate, high-quality provider-level data to meet the expanded reporting and transparency requirements under the BHSA in order to improve service delivery and outcomes for these BHSA priority populations.

4. SCOPE OF WORK

This RFP seeks to engage a Contractor to address a critical and immediate need for technical assistance in performance management within County Behavioral Health Departments (also referred to as “counties”) and their contracted FSP service providers, with a focus on improving knowledge of, tracking, and evaluating client outcomes. This approach not only aligns with the Commission’s 2024 FSP Legislative Report, but also with the Department of Health Care



Services' Three-Year Integrated Plan reporting requirements.⁴

The Contractor will have specific responsibilities, including recruiting County Behavioral Health Departments and FSP service providers, delivering ongoing training and technical assistance, and supporting the incorporation of performance data into County Behavioral Health Department and FSP service provider internal data systems. This involves, but is not limited to, creating collaborative learning communities, producing training materials, summarizing performance data from participating providers and hosting a summative conference.

Within the first ninety (90) days of the contract, the Contractor must recruit a minimum of eight (8) County Behavioral Health Departments and fifteen (15) Full-Service Partnership (FSP) service providers to participate in performance management technical assistance and capacity building. Additional recruitment is allowed, up to a maximum of twenty (20) counties and forty (40) FSP providers.

If the minimum recruitment targets are not met within this period, the Commission reserves the right to terminate the contract.

Participating County Behavioral Health Departments will receive a financial incentive of \$50,000⁵ and are expected to participate in workgroup meetings to help establish performance metrics and identify key outcomes for FSP service providers and clients. Counties are also expected to engage in quarterly collaborative learning group meetings, hosted by the Contractor, to support capacity building and training in data-driven performance management.

Small counties may choose to participate through a regional model, with neighboring counties sharing staff and resources to make participation easier and more accessible.

The Contractor will conduct a literature review to identify recommended performance metrics for individuals receiving comprehensive behavioral health services (i.e., mental health and/or substance use disorder services) through models similar to FSPs. The Contractor will also facilitate a workgroup composed of county staff, FSP service providers, community partners, and FSP clients/families to develop recommendations for a core set of performance metrics and produce a metrics brief that integrates recommendations from both the literature and the workgroup. The Commission retains final authority over the selection of core performance

⁴ Department of Health Care Services [Module 1 and 2 BHSA County Policy Manual](#).

⁵ County Behavioral Health Departments will have flexibility in how they allocate the \$50,000 incentive funds, including supporting participating FSP service providers.



metrics.

The Contractor will provide training to participating counties and FSP service providers on performance management. This training will cover the purpose and goals of performance management, how to apply performance management to FSP services and client outcomes, and methods for setting goals, tracking progress, and improving service delivery.

Additionally, the Contractor will assess each FSP service provider's existing capacity and needs for collecting, tracking, and reporting data, and deliver tailored technical assistance to help develop tools and processes for generating customized performance summaries. The Contractor will assist FSP service providers in using existing data systems and developing templates and procedures for reporting. Technical assistance support levels and needs may vary by county.

The Contractor will synthesize learnings from the technical assistance and capacity building efforts through three main deliverables, as follows:

Summative Conference: The Contractor will host an in-person or hybrid event to share FSP service provider learnings, challenges, and successes.

Multi-Media Training Materials: The Contractor will create resources to train future FSP service providers in performance management.

Final Report: The Contractor will produce a comprehensive, stand-alone report that includes an overview of the project and its implementation, documentation of the performance management process, a summary of baseline data and trends in key metrics, and insights into the experiences of participating counties and FSP service providers.

All deliverables will become the property of the Commission upon submission.

The timeline for this work spans from recruitment and planning to the completion of training and summative reporting by 2029. Throughout the duration of the project, the Contractor will also be responsible for providing ongoing technical assistance and tracking progress through quarterly updates and individual FSP service provider performance summaries.

This project aims to foster continuous improvement in the performance management practices of FSP service providers, contributing to better outcomes for individuals with SED, SMI and/or SUDs.

A. KEY TERMS

The following key terms will be used in this RFP.



Full Service Partnership (FSP) - A “whatever it takes” model to help individuals with SED, SMI and/or SUD achieve their goals, including recovery, by providing a full spectrum of community services and supports, as determined collaboratively with the partner-client.

County - County Behavioral Health Department

FSP Service Provider – An entity or organization providing services under the FSP model in the State of California.

The services provided may include, but are not limited to, mental health treatment, substance use disorder treatment, housing, medical care, vocational training, and crisis support. As of January 1, 2026, Full Service Partnerships will also serve individuals with a primary diagnosis of substance use disorder.

Performance Management - The iterative process of collecting, tracking, and analyzing data to set and adjust goals for the purpose of targeting FSP service provider resources to improved client, FSP service provider, and organization-level outcomes.

B. GOALS, ACTIVITIES, OBJECTIVES AND DELIVERABLES

Outlined below are the activities, objectives, and deliverables associated with the three goals of this FSP Performance Management Technical Assistance Provider project.

Goal #1: Increase County Behavioral Health Department and FSP service provider knowledge of and skills in performance management.		
Activity	Objective	Deliverable(s)
Recruit and secure County Behavioral Health Departments and FSP service providers to engage in a two-year performance management training program.	At least 8 and no more than 20 County Behavioral Health Departments, and at least 15 and no more than 40 FSP service providers within those County Behavioral Health Departments, will commit to participate in the FSP Performance Management Technical Assistance Provider project for two years, ending no later than 12/31/28.	Recruitment and Engagement Plan Summary of Recruitment and Engagement Activities and Outcomes
Provide performance management training to participating County Behavioral Health Departments and their FSP service providers. Provide customized technical assistance so that the FSP	Increase County Behavioral Health Department and FSP service provider staff knowledge on performance management concepts, including how to establish benchmarks, set goals, track outputs, evaluate performance	Provider Performance Summaries Technical Assistance and Collaborative Learning Plan/Strategy Host Collaborative

Goal #1: Increase County Behavioral Health Department and FSP service provider knowledge of and skills in performance management.		
Activity	Objective	Deliverable(s)
service providers can collect, track, and report performance management data.	over time, and implement continuous quality improvement strategies.	Learning Group
Establish a collaborative learning community for participating County Behavioral Health Departments and their contracted FSP service providers.	Leverage the knowledge and skills of participating County Behavioral Health Departments and FSP service provider colleagues/peers with similar characteristics, as appropriate, to identify best practices, share challenges and troubleshoot solutions related to performance management.	Technical Assistance and Collaborative Learning Plan/Strategy Summary of Learning Collaborative Activities and Outcomes
Create multi-media training materials for the Commission to provide future training on performance management to FSP service providers.	Applying adult learning theory, develop multi-media training tools outlining performance management best practices and implementation with FSP service providers.	Multi-media Training Materials

Goal #2: Identify key outcomes and metrics of success for FSP clients and FSP service providers.		
Activity	Objective	Deliverable(s)
Perform a relevant literature review on key performance process and outcomes metrics for individuals with SED, SMI, SUD, and co-occurring SMI/SUD and the FSP service providers that serve these BHSA priority populations.	Develop recommendations on performance management process and outcomes and metrics for FSP clients and FSP service providers.	Metrics and Outcomes Brief
Facilitate engagement efforts with direct FSP service providers (including peers), County Behavioral Health Department staff, FSP clients and their families.	Establish key outcome measures and metrics of success for FSP clients and FSP service providers, as informed by FSP service providers (including peers), county behavioral health staff, clients, and families), and relevant literature.	

Goal #3: Disseminate implementation and outcomes findings with the Commission, County Behavioral Health Departments, FSP service providers and other relevant stakeholders.		
Activity	Objective	Deliverable(s)
Organize, host, and facilitate one summative conference to be located in the Central Valley or Bay Area.	Provide an overview of the project, including successes, as well as common challenges and solutions experienced by FSP service providers. Present county- and provider-level performance management baseline data and trends, to align with metrics identified in the Outcomes and Metrics Brief. Highlight provider-level examples to illustrate the learning, implementation, and growth processes of performance management in FSP service providers.	Summative Conference Plan Host And Facilitate Summative Conference
Produce a final report summarizing the project and learnings and outcomes related to implementing performance management with FSP service providers.	Provide the Commission, County Behavioral Health Department staff, and other stakeholders with an overview of techniques, challenges, solutions, and outcomes related to implementing performance management with FSP service providers.	Final Report

C. CONTRACTOR RESPONSIBILITIES

In collaboration with Commission staff, the Contractor will act as technical assistance coordinator and provide technical assistance for participating county-contracted FSP service providers. The Contractor will:

1. Recruit and engage County Behavioral Health Departments and their respective FSP service providers to participate in performance management, including ensuring the FSP service providers are equipped to serve diverse populations to reduce behavioral health disparities in California.
2. Provide technical assistance and training over the course of two years, ending no later than December 31, 2028.

3. Bring together learnings from relevant literature and engagement efforts with clients, families, peers, FSP service providers, and County Behavioral Health staff to identify key outcomes and metrics of success for FSP clients and FSP service providers. Engagement efforts shall ensure diverse voices are included.
4. Support the development of internal data collection and reporting systems for FSP service providers.
5. Train FSP service providers on how to evaluate current performance to set goals, track outputs, and support staff to meet benchmarks.
6. Host and facilitate a collaborative learning group with participating FSP service providers to bring together best practices, share challenges and identify solutions with other FSP service providers with similar characteristics.
7. Create multi-media training materials to provide training and support in performance management for current and future FSP service providers.

D. DELIVERABLES AND TIMELINES

Deliverable	Due Date
Recruitment And Engagement Plan	Draft: First 30 days Final: First 60 days
The Recruitment and Engagement Plan shall include: 1. Recruitment Activities and Materials: ○ Description of proposed recruitment strategy to ensure participation of at least 8 counties and 15 providers, including specific activities to be carried out, and timing of frequency of the recruitment activities. Description of recruitment materials to be utilized in the recruitment efforts. Such materials may include recruitment email(s), phone conversation recruitment script(s), project summary document, frequently asked questions document, or other physical or virtual recruitment materials. ○ A contact list for County Behavioral Health Department staff in at least 8 counties, and 15 FSP service providers within those counties, whom the Contractor plans to recruit. ○ Description of engagement activities to recruit community partners and individuals with lived experience to participate in a community partners workgroup comprised of clients, families, peers, FSP service providers, and County Behavioral Health Department staff. Description of how diverse voices will be included. ○ Timeline of recruitment activities including expected timing and frequency of distribution of recruitment activities. 2. Engagement Activities and Materials: ○ Planned methodology for utilizing the community partners workgroup to identify and recommend key metrics of success for clients and FSP service providers. ○ Timeline of engagement activities.	

Recruitment and Engagement Activities and Outcomes Summary	Draft: First 60 days Final: First 90 days
The Contractor shall submit a summary of completed recruitment and engagement activities, and the outcomes of those activities, including: 1. Number of County Behavioral Health Departments and FSP service providers that have agreed to participate to date. 2. Number of individuals who agreed to participate in the community partners working group to date and their respective roles. 3. Number and type engagement activities conducted to gather feedback to identify key metrics of success for clients and FSP service providers informed by the engagement efforts above.	
Metrics and Outcomes Brief	Draft: First 120 days Final: First 150 days
The Metrics Brief shall include: 1. A review of the current national and international literature to identify relevant process and outcomes metrics that may be used for performance management related to FSP clients and FSP service providers. 2. Documentation of stakeholder engagement efforts to identify relevant process and outcomes metrics, which should include direct FSP service providers (including peers), County Behavioral Health Department staff, and FSP clients and their families. This includes documenting the type and frequency of engagement efforts; attendance details, including participant demographics, role, county of residence; and percent of participants with personal or familial experience with the public behavioral health continuum of care; as well as findings from these engagement efforts to identify performance management metrics related to FSP clients and FSP service providers. 3. Recommendations for key performance management metrics and indicators informed by the literature review and stakeholder engagement efforts.	
Technical Assistance (TA) and Collaborative Learning Plan	Draft: First 150 days Final: First 180 days
The TA Plan shall include: 1. A detailed review of each FSP service provider's current data collection and reporting activities and systems, including an overview of each FSP service provider's current procedures for using data for goal-setting and tracking, as follows: - o Staff roles and responsibilities. - o Types and frequency of data collected. - o Technology for data collection, analysis, and reporting (software, electronic health records (EHRs), etc.). - o Current metrics of client and FSP service provider success, staff performance, services rendered, enrollment, staff capacity, and billing.	

○ Procedures to integrate data across multiple platforms.	
2. Detailed implementation plan, including: ○ Description of planned individualized training and capacity building activities and goals for FSP service providers, supervisors, and relevant staff. ○ Description of planned workgroup activities and goals. ○ Description of planned collaborative learning group activities and goals. ○ Assessment methods and tools to measure and track trainee progress towards anticipated goals. 3. Implementation timeline for planned activities.	
Host Collaborative Learning Group	Quarterly
The Contractor will organize, host, and facilitate ongoing virtual learning collaboratives for participating County Behavioral Health Departments and FSP service providers. Learning collaboratives shall meet at least once per quarter, and bring together best practices, share challenges and identify solutions with other FSP service providers with similar characteristics.	
Summary of Learning Collaborative Activities and Outcomes	Quarterly
The Contractor shall submit quarterly updates on Learning Collaborative activities and outcomes including: 1. Number and frequency of Learning Collaborative activities. 2. Attendance data, including total attendees, their roles, and if the attendee(s) represented the FSP service providers or the County Behavioral Health Department(s) (and which county). 3. Figures and/or tables depicting each FSP service provider's progress towards learning goals, as agreed upon by the Commission and Contractor. 4. Summary of current challenges and solutions, as well as successes experienced by the FSP service providers.	
FSP Service Provider Summary Report	Quarterly
1. The Contractor shall facilitate the collection and summarization of individual FSP service provider-level data to create: Individual FSP service provider summaries (one per FSP service provider per quarter) detailing performance and trends in key client and FSP service provider outcomes/metrics of success. 2. Overall summaries (one per quarter) detailing county-level trends for participating FSP service providers, and commonalities across region, population served, etc. as applicable.	
Multi-Media Performance Management Training Materials	March 31, 2029
The Contractor shall create multi-media performance management training materials targeted to FSP service providers, outlining best practices and learnings for the efforts and	

deliverables outlined in this RFP. These training materials should incorporate video lessons, templates for data collection and reporting, and links to relevant external resources.

Summative Conference Event Plan

Draft: June 30, 2028
Final: July 31, 2028

The Contractor shall submit a Summative Conference Event Plan outlining the following:

1. Date, time, and location of the conference.
2. Anticipated attendance (number of attendees and roles).
3. Conference sessions, panels, and activities, including topics and learning objectives.
4. Speakers, including brief biographies and their relevance to the conference topic and audience.
5. Draft survey, which participants will be asked to complete at the end of the conference to assess audience gains, such as knowledge, skills, connection to resources, connection to peers, etc.

Summative Conference Event

January 31, 2029

The Contractor will organize, host, and facilitate one summative conference to be located in the Central Valley or Bay Area. The Conference will:

1. Provide an overview of the project, including successes, as well as common challenges and solutions experienced by FSP service providers.
2. Provide an overview of county- and FSP service provider-level baseline and trends in performance metrics as outlined in the Outcomes and Metrics Brief.
3. Highlight FSP service provider-level examples to illustrate the learning, implementation, and growth process of performance management in FSPs.
4. Administer summative conference survey to all participants.

Final Report

February 28, 2029

The Contractor shall submit a final report that presents the following:

1. An overview of the key metrics and outcomes identified in the Metrics and Outcomes Brief, including a description of how these metrics and outcomes were identified.
2. An overview of participating County Behavioral Health Departments and FSP service providers, including program characteristics, populations served, regional distribution, and county-level baseline data on key outcomes and metrics, as identified in the Outcomes and Metrics Brief.
3. Overview of FSP service provider data collection and reporting practices prior to receiving technical assistance in performance management.
4. Themes in baseline data and trends for key outcomes and metrics as identified in the Outcomes and Metrics Brief.
5. An overview of the approach to performance management utilized in this project, including key activities engaged by participating County Behavioral Health Departments and FSP service providers.
6. Common challenges faced and solutions engaged in implementing performance management.
7. Summary of summative conference survey results.

8. Qualitative data (such as interview excerpts or extended quotes) that captures the experiences of participating FSP service providers.

E. 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 receipt of a contract deliverable, the Commission will review the deliverable in a timely manner and choose one of the following options:
4. Approve the deliverable, which allows the Contractor to submit an invoice for payment,
5. Request additional information before approving the deliverable, or
6. 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.

5. 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 any of these dates change.

Table 5-1: Key Action Dates

Action	Action Date & Time
RFP Release	October 23, 2025
Deadline for Written Questions	October 28, 2025
Distribute Responses to Questions	November 3, 2025
Deadline to Submit Proposals	December 2, 2025, by 12:00 pm (pacific)
Notice of Intent to Award*	January 22, 2026
Anticipated Contract Start Date*	February 2026

* Dates after the 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 5-1 above and must include in the Subject Line: **RFP FSP-PMTAP-001**. Use Attachment 15, 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 5-1 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 5-1 above and must include in the Subject Line: **RFP FSP-PMTAP-001**. 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 posted on the Commission's website (www.bhsoac.ca.gov) by the date listed in Table 5-1 above. Notice of Intent to Award will be announced at the January 22, 2026, Commission meeting.

6. CONTRACT TERM AND FUNDING

A. FUNDING

Following the award, the Proposer will be required to enter into a written Contract with the Commission. (See Sample Contract at Appendix 1.)

The term of this Contract is upon execution through April 30, 2029.

Funding for deliverables are preset and determined by the Commission as specified in the Budget Worksheet. Total funding is dependent on the number of FSP service providers and counties the Contractor is able to recruit for participation. Funding is capped at ten million dollars (\$10,000,000.00). No more than three million dollars (\$3,000,000) will be paid within



the first year. To ensure sufficient funds are available for the remainder of the contract. If additional funds become available, the Commission, at its sole discretion, reserves the right to add all or some of the funds to this Contract. In the alternative, the Commission reserves the right, at its sole discretion, to use all or some of said funds to award a separate but related contract to the next highest-scoring proposal; or, to otherwise expend all or some of said funds in support of the purpose set forth herein.

B. AWARD PROCEDURES

An award, if made, will go to the highest scoring Proposal. If there are multiple Proposals with the same total score, the tie will be broken by a coin toss administered by the Commission. The Commission reserves the right to award more than one award if multiple Contractors are determined necessary to meet the aims of the SOW.

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

C. CONTRACT PERFORMANCE

Performance means 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.

The Commission reserves the right to negotiate to execute a contract, including but not limited to the acceptance of all proposal responses to ensure they comply with the RFP.

Note: Final deliverables must be submitted by March 31, 2029.

7. INFORMATION REQUIRED IN THE PROPOSAL

The following information is required for all Proposals. Attachments are provided to respond to all of 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. Electronic signatures are accepted.
- 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 performance management training and technical assistance to FSP service provider organizations within the public behavioral health system; with a minimum of two (2) years of experience providing performance management training technical assistance in the public behavioral health system in California.
 - a. Provide references to support the number of years of performance management training and technical assistance 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. RECRUITMENT AND ENGAGEMENT PLAN (ATTACHMENT 3)

Provide a response to the following:

1. The Recruitment and Engagement Plan shall include:
 - a. County Behavioral Health Department and FSP Service Provider Recruitment Activities and Materials:
 - 1) Letters of Intent (LOIs) from at least 5 County Behavioral Health Departments and 10 FSP service providers (within those counties) with whom the Contractor plans to recruit.
 - a) Attachment 3-1: Letters of Intent contain the required language for each LOI.
 - b) LOIs must be signed by the Proposer and the County Behavioral Health Department or the FSP service provider.
 - b. Community Engagement Activities and Materials:
 - 1) A description of planned outreach and engagement efforts for the following vested parties (clients, families, peers, FSP service providers, and County



Behavioral Health Department staff), including diverse voices among the parties.

- 2) A description of planned methods and activities to engage clients, families, peers, FSP service providers, and County Behavioral Health Department staff (with a focus on the inclusion of diverse voices) to gather feedback on key metrics of success for clients and FSP service providers.
- 3) Timeline of engagement activities.

D. PROPOSED TECHNICAL ASSISTANCE AND COLLABORATIVE LEARNING PLAN/STRATEGY (ATTACHMENT 4)

Provide a response to the following:

1. Provide a program plan, including activities and timeline, for training and capacity building efforts of the FSP service providers on performance management.
2. How will the success and effectiveness of your plan be measured? Please provide specific examples of metrics, data, and tools to be used to assess effectiveness.
3. List the proposed staff that will be responsible for the performance management training and technical assistance and collaborative learning components of the project, including:
 - a. Total number of staff and their percentage of time dedicated to this project
 - b. Number and role of staff positions to be filled (i.e., currently vacant)
 - c. Description of anticipated staff roles and responsibilities
 - d. Anticipated ratio of staff to participating FSP service providers
 - e. 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.
 - 4) Include a resume.
4. Indicate whether the performance management training and technical assistance will be completed by in-house staff or through a subcontractor. If using a subcontractor, please indicate the name of the organization and key personnel for this project.

E. DRAFT OF FSP SERVICE PROVIDER SUMMARY REPORT (ATTACHMENT 5)

Provide a two-page mockup of an excerpt from a hypothetical FSP service provider performance management summary report, including figures and description of two-year trends for key client outcomes and metrics of FSP service provider success.

F. PROPOSED MULTI-MEDIA TRAINING MATERIALS (ATTACHMENT 6)

1. Provide a response to the following:
 - a. Describe how you will incorporate adult learning pedagogy, with special attention to timing, flow, medium, methods, strategies, and techniques for successful learning.
 - b. Provide an overview of how media format and content topics will be selected for inclusion into the training materials.
 - c. Provide a timeline for creating the training materials including tasks, and milestones.
 - d. Indicate whether the development of the performance management training materials will be completed by in-house staff or through a subcontractor. Provide the name of the organization and a brief overview of the qualifications of the individual(s) or group that will be responsible for the development of the training materials.

G. SUMMATIVE CONFERENCE EVENT (ATTACHMENT 7)

Description and timeline of tasks, activities, and milestones that are needed to successfully conduct the summative conference (provide as much detail as possible).

H. COST SHEET (ATTACHMENT 8)

1. This section includes the Cost Sheet (Attachment 8) and the Budget and Narrative (Exhibit D)
2. The Cost Sheet indicates the set costs specified by the Commission for each deliverable in this RFP.
3. 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
4. The Cost Sheet outlines the line items and the cost for each:
 - a. Each proposed deliverable, including, but not limited to:



- 1) Recruitment and Engagement Plan
 - 2) County Behavioral Health Department Incentive
 - 3) Recruitment and Engagement Activities and Outcomes Summary
 - 4) Metrics and Outcomes Brief
 - 5) Technical Assistance and Collaborative Learning Plan/ Strategy
 - 6) Learning Collaborative Activities and Outcomes
 - 7) FSP Service Provider Performance Summaries
 - 8) Multi-media Performance Management Training Materials
 - 9) Summative Conference Plan
 - 10) Host and Facilitate Summative Conference
 - 11) Final Report
5. 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.

I. REFERENCES (ATTACHMENT 9)

1. The Proposer is required to provide three (3) References as follows:
 - a. Two (2) references shall be from direct mental health and/or substance use disorder service provider organizations within the public behavioral health system to whom the Proposer has provided performance management training and technical assistance services.
 - b. One (1) reference shall be from a Grantor to whom the Proposer has provided provide performance management training and technical assistance services.
 - c. All References shall be from activities performed within the last three (3) years.

J. BIDDER DECLARATION (GSPD-05-105) (ATTACHMENT 10)

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/gsp/pd/gspd05-105.pdf>.

K. CONTRACTOR CERTIFICATIONS CLAUSES (CCC-307) (ATTACHMENT 11)

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

L. DARFUR CONTRACTING ACT CERTIFICATIONS (ATTACHMENT 12)

1. Public Contract Code sections 10475, et. seq. 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 14).
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 14).

M. PAYEE DATA RECORD (STD 204) (ATTACHMENT 13)

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 FSP-PMTAP-001**. Only questions submitted in writing and answered in writing by the Commission shall be binding and official. All written questions submitted by the deadline, specified in the Key Action Dates (Table 5-1), 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 7920.000 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 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 FSP-PMTAP-001
Melissa Martin-Mollard
Mental Health Services Oversight & Accountability Commission
1812 9th Street, Sacramento, California 95811

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. Proposer 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: Recruitment and Engagement Plan

Attachment 3-1: Letters of Intent

Attachment 4: Proposed Technical Assistance and Collaborative Learning
Plan/Strategy

Attachment 5: Draft of FSP Provider Summary Report

Attachment 6: Proposed Multi-Media Training Materials

Attachment 7: Summative Conference Event

Attachment 8: Cost Sheet (Including Exhibit D – Budget and Narrative)

Attachment 9: References

Attachment 10: Bidder Declaration Attachment

Attachment 11: Contractor Certification Clauses (CCC-307)

Attachment 12: Darfur Contracting Act Certification (if applicable)

Attachment 13: Payee Data Record (STD 204)

Attachment 14: Final Submission Checklist

Attachment 15: Questions Template



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

B. REQUIRED PROPOSAL FORMAT

Proposals must be submitted electronically to:

procurements@bhsoac.ca.gov

Subject Line: **RFP FSP-PMTAP-001**

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 5-1. 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 and 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 Requirements (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. Those 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: Recruitment and Engagement Plan
- Attachment 3-1: Letters of Intent
- Attachment 4: Proposed Technical Assistance and Collaborative Learning Plan/Strategy
- Attachment 5: Draft of FSP Service Provider Summary Report
- Attachment 6: Proposed Multi-Media Training Materials
- Attachment 7: Summative Conference Event
- Attachment 8: Cost Sheet (Including Exhibit D – Budget and Narrative)
- Attachment 9: References



Total Points Available:

No.	Requirement	Points Available
1	Administrative Review	Pass/Fail
2	Attachment 2: Minimum Qualifications	Pass/Fail
3	Attachment 3: Recruitment and Engagement Plan	800
4	Attachment 4: Proposed Technical Assistance and Collaborative Learning Plan/ Strategy	1200
5	Attachment 5: Draft of FSP Service Provider Summary Report	400
6	Attachment 6: Proposed Multi-Media Training Materials	800
7	Attachment 7: Summative Conference Event	250
9	Attachment 8: Cost Sheet	500
10	Attachment 9: References	900
11	Total Evaluation Points	4850

Evaluation Criteria

The following criteria will be used, where applicable:

No.	Criteria	Definition
1	Feasibility	The feasibility/plausibility of the information presented being accomplished successfully.
2	Thoroughness	The thoroughness of a response in addressing a requirement.
3	Clarity	The ease at which the information presented is understood.
4	Diverse Voices	The level of incorporating feedback from diverse voices.



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	4

Each Evaluation Criteria used will be given a score of 0, 1, 2, 3, or 4. Scores of zero (0) will be limited to no responses. 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
RECRUITMENT AND ENGAGEMENT PLAN		
C.	Provide a response to the following: The Recruitment and Engagement Plan shall include:	
C.1.a.	County Behavioral Health Department and FSP Service Provider Recruitment Activities and Materials: 1) Letters of Intent (LOIs) from at least 5 counties and 10 FSP service providers (within those counties) whom the Contractor plans to recruit. a) Attachment 3-1: LOIs contains the required language for each LOI. b) LOIs must be signed by the Proposer and the County Behavioral Health Department or the FSP service provider. <i>Scoring Criteria: (Max 400 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 25 to award max points).</i>	400
C.1.b.	Community Engagement Activities and Materials: 1) A description of planned outreach and engagement efforts for the following vested parties: clients, families, peers, FSP service providers, and County Behavioral Health Department staff. 2) A description of planned methods and activities to engage clients, families, peers, FSP service providers, and County Behavioral Health Department staff to gather feedback on key metrics of success for clients and FSP service providers. 3) Timeline of engagement activities. <i>Scoring Criteria: (Max 400 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 25 to award max points).</i>	400
PROPOSED TECHNICAL ASSISTANCE AND COLLABORATIVE LEARNING PLAN/STRATEGY		
D.	Provide a response to the following:	

D.1.	Provide a program plan, including activities and timeline, for performance management training and capacity-building for the FSP service providers. <i>Scoring Criteria: (Max 400 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 25 to award max points).</i>	400
D.2.	How will the success and effectiveness of your plan be measured? Please provide specific examples of metrics, data, and tools to be used to assess effectiveness. <i>Scoring Criteria: (Max 400 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 25 to award max points)</i>	400
D.3.	List the proposed staff that will be responsible for the performance management training and technical assistance, and collaborative learning components of the project, including: - Total number of staff and their percentage of time dedicated to this project. - Number and role of staff positions to be filled (i.e., currently vacant). - Description of anticipated staff roles and responsibilities. - Anticipated ratio of staff to participating FSP service providers. - For all in-house staff positions currently filled, please provide: - Title/Classification. - Number of years with your organization. - Role/responsibility on this project. - Include a resume. - Indicate whether technical assistance will be completed by in-house staff or through a subcontractor. If using a subcontractor, please indicate the name of the organization, and key personnel for this project. <i>Scoring Criteria: (Max 400 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 25 to award max points).</i>	400
DRAFT OF FSP SERVICE PROVIDER SUMMARY REPORT		
E.	Provide a two-page mockup of an excerpt from a hypothetical FSP service provider performance management summary report, including figures and description of two-year trends for key client	400



	outcomes and metrics of FSP service provider success. <i>Scoring Criteria: (Max 400 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 25 to award max points).</i>	
PROPOSED MULTI-MEDIA TRAINING MATERIALS		
F.1.	Provide a response to the following:	
F.1.a.	Describe how you will incorporate adult learning pedagogy, with special attention to timing, flow, medium, methods, strategies, and techniques for successful learning. <i>Scoring Criteria: (Max 240 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 15 to award max points).</i>	240
F.1.b.	Provide an overview of how media format and content topics will be selected for inclusion into the training materials. <i>Scoring Criteria: (Max 240 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 15 to award max points).</i>	240
F.1.c.	Provide a timeline for creating the training materials, including tasks and milestones. <i>Scoring Criteria: (Max 160 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 10 to award max points).</i>	160
F.1.d.	Indicate whether the development of the performance management training materials will be completed by in-house staff or through a subcontractor. Provide the name of the organization, a brief overview of the qualifications of the individual(s) or group that will be responsible for the development of the training materials. <i>Scoring Criteria: (Max 160 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 10 to award max points).</i>	160
SUMMATIVE CONFERENCE EVENT		
G.	Description and timeline of tasks, activities and milestones that are needed to successfully conduct the summative conference event (provide as much detail as possible). <i>Scoring Criteria: (Max 250 points available. Calculated: Feasibility, Clarity, Thoroughness, and Diverse Voices are each worth 4 points. Scores will be multiplied by 15,625 to award max points).</i>	250



COST SHEET		
H.	1. This section includes the Cost Sheet (Attachment 8) and the Budget and Narrative (Exhibit D) 2. The Cost Sheet indicates the set costs specified by the Commission for each deliverable in this RFP. 3. 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. 4. The Cost Sheet outlines the line items and the cost for each. 5. 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. <i>Scoring Criteria: (Max 500 points available. Calculated: Feasibility and Clarity are worth 4 points. Scores will be multiplied by 62.50 to award max points).</i>	500
REFERENCES		
I.1.	The Proposer is required to provide three (3) References as follows: a. Two (2) references shall be from direct mental health and/or substance use disorder service provider organizations within the public behavioral health system to whom the Proposer has provided performance management training and technical assistance services. b. One (1) reference shall be from a Grantor to whom the Proposer has provided provide performance management training and technical assistance services. c. All References shall be from activities performed within the last three (3) years. <i>Scoring Criteria: Actual reference scores.</i> <i>(Max 300 points per reference, 900 total points. Calculated: Each reference is worth 30 points. Each reference score will be multiplied by 10 to award max points)</i>	900
TOTAL EVALUATION POINTS		4850

* 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.

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 performance management training and technical assistance to direct mental health and/or substance use disorder service provider organizations within the public behavioral health system; with a minimum of two (2) years of experience providing performance management training technical assistance in the public behavioral health system in California.

Provide references to support the number of years of performance management training and technical assistance experience. A minimum time of one year of experience is required per reference. (Use Attachment 2-1: References (Minimum Qualifications))

(Reference the location in the proposal where the references are located)

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>

Reference the location in the proposal where the support is located



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 related to providing performance management training and technical assistance)	
Target Audience: (Identify if this was for direct mental health and/or substance use disorder service provider organizations 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: RECRUITMENT AND ENGAGEMENT PLAN

C.1.	Provide a response to the following: The Recruitment and Engagement Plan shall include:
C.1.a.	County Behavioral Health Department and FSP Service Provider Recruitment Activities and Materials: 1) Letters of Intent (LOIs) from at least 5 County Behavioral Health Departments and 10 FSP service providers (within those counties) whom the Contractor plans to recruit. a) Attachment 3-1: LOIs contain the required language for each LOI. b) LOIs must be signed by the Proposer and the County Behavioral Health Department or FSP service provider. <i>Provide a reference for the location of where the LOIs are located in your proposal.</i>
C.1.b.1)	Community Engagement Activities and Materials: A description of planned outreach and engagement efforts for the following vested parties (clients, families, peers, FSP service providers, and County Behavioral Health Departments staff). Use APPENDIX 2 – WORKPLAN to respond to this requirement.
C.1.b.2)	A description of planned methods and activities to engage clients, families, peers, FSP service providers, and County Behavioral Health Departments staff to gather feedback on key metrics of success for clients and FSP service providers. Use APPENDIX 2 – WORKPLAN to respond to this requirement.



C.1.b.3) Timeline of engagement activities.

Use APPENDIX 2 – WORKPLAN to respond to this requirement.



ATTACHMENT 3-1: LETTER OF INTENT

Attachment 3-1: Letter of Intent contains the required language for each LOI.

LOIs must be signed by the Proposer and the County Behavioral Health Department or the FSP service provider.

RE: Letter of Intent to Participate in Performance Management for Full Service Partnerships

This letter serves as the formal Letter of Intent from the *[Name of County Behavioral Health Department or FSP Service Provider]* to participate in a collaborative performance management initiative for Full Service Partnerships (FSPs) in coordination with *[Proposer's name]* if they should win the contract.

Our participation will be in alignment with the Scope of Work identified in RFP FSP-PMTAP-001 and include, but not limited to:

Active collaboration with the designated contractor in the development and refinement of performance metrics and outcomes for FSPs;

Participating in quarterly meetings, trainings, and technical assistance sessions to support data-informed decision-making;

Contributing to the development of strategies for system-wide improvement and equitable outcomes for FSP participants;

Supporting the integration of performance management practices into local program operations.

We currently serve *[state the number of clients served]* clients.

[Name of County Behavioral Health Department or FSP Service Provider]

Organization Name

Name

Title

Email

Phone Number

Signature



[Proposer Name]

Organization Name

Name

Title

Email

Phone Number

Signature

Title

ATTACHMENT 4 PROPOSED TECHNICAL ASSISTANCE AND COLLABORATIVE LEARNING PLAN/STRATEGY

D.	Provide a response to the following:
D.1.	Provide a program plan, including activities and timeline, for training and capacity building efforts of the FSP service providers on performance management. Use APPENDIX 2 – WORKPLAN to respond to this requirement.
D.2.	How will the success and effectiveness of your plan be measured? Please provide specific examples of metrics, data, and tools to be used to assess effectiveness.
D.3.	List the proposed staff that will be responsible for the performance management training and technical assistance and collaborative learning components of the project, including: a. Total number of staff and their percentage of time dedicated to this project b. Number and role of staff positions to be filled (i.e., currently vacant) c. Description of anticipated staff roles and responsibilities d. Anticipated ratio of staff to participating FSP service providers e. For all staff positions currently filled, please provide: 1) Title/Classification. 2) Number of years with your organization. 3) Role/responsibility on this project. 4) Include a resume. f. Indicate whether the performance management training and technical assistance will be completed by in-house staff or through a subcontractor. If using a subcontractor, please indicate the name of the organization and key personnel for this project.



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ATTACHMENT 5: DRAFT OF FSP SERVICE PROVIDER SUMMARY REPORT

- | | |
|----|--|
| E. | Provide a two-page mockup of an excerpt from a hypothetical FSP service provider summary report, including figures and description of two-year trends for key client outcomes and metrics of FSP service provider success. |
|----|--|



ATTACHMENT 6: PROPOSED MULTI-MEDIA TRAINING MATERIALS

F.1.	Provide a response to the following:
F.1.a	Describe how you will incorporate online learning pedagogy, with special attention to timing, flow, medium, methods, strategies, and techniques for successful learning.
F.1.b	Provide an overview of how media format and content topics will be selected for inclusion into the training materials. Use APPENDIX 2 – WORKPLAN to respond to this requirement.
F.1.c.	Provide a timeline for creating and distributing the training materials including tasks, milestones, and high-level timeline. Use APPENDIX 2 – WORKPLAN to respond to this requirement.
F.1.d	Indicate whether the development of the performance management training materials will be completed by in-house staff or through a subcontractor. Provide the name of the organization, a brief overview of the qualifications of the individual(s) or group that will be responsible for the development of the training materials.



ATTACHMENT 7: SUMMATIVE CONFERENCE EVENT

- G. The Proposer shall provide a description and timeline of tasks, activities, and milestones that are needed to successfully conduct the Summative Conference Event (provide as much detail as possible).



ATTACHMENT 8: COST SHEET

Deliverable	Count	Each	Minimum (8 Counties/15 Providers)	Maximum (20 Counties/40 Providers)
Year 1				
Recruitment and Engagement Plan	1	\$ 25,000	\$ 25,000	\$ 25,000
County Behavioral Health Incentive	1	\$50,000	\$400,000	\$800,000
Recruitment and Engagement Summary	Per provider	\$3,000	\$60,000	\$120,000
Outcomes and Metrics Brief	1	\$100,000	\$100,000	\$100,000
TA and Learning Collaborative Plan	1	\$50,000	\$50,000	\$50,000
Quarterly Learning Collaborative Activities and Outcomes Summaries	4	\$10,000	\$40,000	\$40,000
FSP Provider Performance Summaries	4 per provider	\$20,000	\$ 1,600,000	\$ 3,200,000
Year 2				
County Behavioral Health Incentive	1	\$50,000	\$400,000	\$800,000
Quarterly Learning Collaborative Activities and Outcomes Summaries	4	\$10,000	\$40,000	\$40,000
Summative Conference Plan	1	\$ 20,000	\$ 20,000	\$ 20,000
Provider Performance Summaries	4 per provider	\$20,000	\$ 1,600,000	\$ 3,200,000
Year 3				
Multi-media Training Materials	1	\$1,100,000	\$1,100,000	\$1,100,000
Summative Conference Event	1	\$10,000 per	\$200,000	\$400,000
Final Report	1	\$105,000	\$105,000	\$105,000
Total Cost			\$5,840,000	\$10,000,000



Instructions

1. This section includes the Cost Sheet (Attachment 5) and the Budget and Narrative (Exhibit D).
2. The Cost Sheet indicates the set costs specified by the Commission for each deliverable in this RFP.
3. This is a deliverables-based contract. The 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.
4. The Cost Sheet outlines the line items and the cost for each:
 - a. Each proposed deliverable, including, but not limited to:
 - 1) Recruitment and Engagement Plan
 - 2) County Behavioral Health Incentive
 - 3) Recruitment and Engagement Activities and Outcomes Summary
 - 4) Metrics and Outcomes Brief
 - 5) Technical Assistance and Collaborative Learning Plan/ Strategy
 - 6) Learning Collaborative Activities and Outcomes
 - 7) FSP Provider Performance Summaries
 - 8) Multi-media Performance Management Training Materials
 - 9) Summative Conference Plan
 - 10) Summative Conference Event
 - 11) Final Report
5. 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 9: REFERENCES

Reference for _____

Organization Name:	
Relationship: (Identify whether you are a direct mental health and/or substance use disorder service provider 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 performance management training and technical assistance 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.

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 appear to have knowledge of the public behavioral health system?		1 2 3 4 5
3. Did the organization appear to have experience in performance management?		1 2 3 4 5
4. Rate the organization as to the quality of services provided.		1 2 3 4 5



5. Did the organization successfully assist you?		1 2 3 4 5
6. Rate the organization based on your overall experience		1 2 3 4 5

Reference Signature

Date



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

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



ATTACHMENT 11: CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

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

<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.

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 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 12: DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

<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 13: 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 14: 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: Recruitment and Engagement Plan
	Attachment 3-1: Letter of Intent
	Attachment 4: Proposed Technical Assistance and Collaborative Learning Plan/ Strategy
	Attachment 5: Draft Provider Performance Report
	Attachment 6: Proposed Multi-Media Training Materials
	Attachment 7: Summative Conference Event
	Attachment 8: Cost Sheet
	Attachment 9: References
	Attachment 10: Bidder Declaration Attachment
	Attachment 12: Contractor Certification Clauses (CCC-307)
	Attachment 13: Darfur Contracting Act Certification (if applicable)
	Attachment 14: Payee Data Record (STD 204)
	Attachment 13: Final Submission Checklist



ATTACHMENT 15: QUESTIONS TEMPLATE

Use this template for submitting questions in relation to this solicitation. Add rows as needed. Follow the Key Action Dates in Table 5-1 and submit it to procurements@bhsoac.ca.gov.

RFP FSP-PMTAP-001		
	RFP Section Reference	Question
1		
2		
3		
4		
5		
6		
7		
8		



APPENDIX 1: SAMPLE CONTRACT EXHIBITS 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:

Mental 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 ensure 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 6250 et seq. Under a Public Records Act Request, Contractor may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
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.



APPENDIX 2: WORKPLAN

Section C.1.b	Community Engagement Activities and Materials	
Requirement 1:	A description of planned outreach and engagement efforts for the following vested parties (clients, families, peers, FSP service providers, and County Behavioral Health staff).	Start Date and End Date (mm/dd/yy to mm/dd/yy)
Response:		
Requirement 2:	A description of planned methods and activities to engage clients, families, peers, FSP service providers, and County Behavioral Health staff to gather feedback on key metrics of success for clients and service providers.	Start Date and End Date (mm/dd/yy to mm/dd/yy)
Response:		
Requirement 3:	A description of planned outreach and engagement efforts for the following vested parties (clients, families, peers, FSP service providers, and County Behavioral Health staff).	Start Date and End Date (mm/dd/yy to mm/dd/yy)
Response:		
Section D.1	Technical Assistance and Collaborative Learning Plan / Strategy	
Requirement	Provide a program plan, including activities and timeline, for training and capacity building efforts of the direct service providers on performance management. Include the activities that will be completed to fulfill this deliverable and a general timeline for completion (add rows for additional activities)	Start Date and End Date (mm/dd/yy to mm/dd/yy)
Section F.1.b	Proposed Multi-Media Training Materials	



Requirement	Provide an overview of how media format and content topics will be selected for inclusion into the training materials.	
Response		
Section F.1.c		
Requirement	Provide a program plan, including activities and timeline, for training and capacity building efforts of the FSP service providers on performance management. <i>Include the activities that will be completed to fulfill this deliverable and a general timeline for completion (add rows for additional activities)</i>	Start Date and End Date (mm/dd/yy to mm/dd/yy)
Deliverables and Timelines		
Deliverable 1: Recruitment and Engagement Plan		Draft Due: First 60-days Final Due: First 90-days
	Provide a plan for completing the Recruitment and Engagement Plan (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)	
Deliverable 2: Recruitment and Engagement Activities and Outcomes Summary		Draft Due: First 60-days Final Due: First 90-days
	Provide a plan for completing the Recruitment and Engagement Activities and Outcomes Summary (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)	



Deliverable 3: Metrics and Outcomes Brief		<i>Draft Due: First 120-days</i> <i>Final Due: First 150-days</i>
	<i>Provide a plan for completing the Metrics and Outcomes Brief (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)</i>	
Deliverable 4: Technical Assistance and Collaborative Learning Plan/Strategy		<i>Draft Due: First 150-days</i> <i>Final Due: First 180-days</i>
	<i>Provide a plan for completing the Technical Assistance and Collaborative Learning Plan/Strategy (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)</i>	
Deliverable 5: Host Collaborative Learning Group		<i>Due: Quarterly</i>
	<i>Provide a plan for completing the Host Collaborative Learning Group (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)</i>	



Deliverable 6: Summary of Learning Collaborative Activities and Outcomes		Due: Quarterly
	Provide a plan for completing the Summary of Learning Collaborative Activities and Outcomes (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)	
Deliverable 7: FSP Service Provider Summary Report		Due: Quarterly
	Provide a plan for completing the FSP Service Provider Summary Report (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)	
Deliverable 8: Multi-Media Performance Management Training Materials		Due: Quarterly
	Provide a plan for completing the Multi-Media Performance Management Training Materials (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)	
Deliverable 9: Summative Conference Event Plan		Draft Due: June 30, 2028 Final Due: July 31, 2028
	Provide a plan for completing the Summative Conference Event Plan (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)	



Deliverable 10: Summative Conference Event		Due: January 31, 2029
	Provide a plan for completing the Summative Conference Event (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)	
Deliverable 11: Final Report		Due: February 28, 2029
	Provide a plan for completing the Summative Conference Event (Include the activities and milestones that will be completed to fulfill this deliverable and a timeline for completion)	