



REQUEST FOR ALLOCATION

~~CDPH Solicitation Number: 21-10124-20-10975~~

**Community Mental Health Equity Project:
African American, Asian Pacific Islander, Latino/X
Lesbian, Gay, Bisexual, Transgender and Queer and
Native American Populations**

California Department
of Public Health Office
of Health Equity
1616 Capitol Mall
Sacramento, California 95814

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1. INTRODUCTION

The California Department of Public Health's (CDPH) Office of Health Equity (OHE) was established through Section 131019.5 of the California Health and Safety Code. The purpose of OHE is to align state resources, decision making, and projects to accomplish the following:

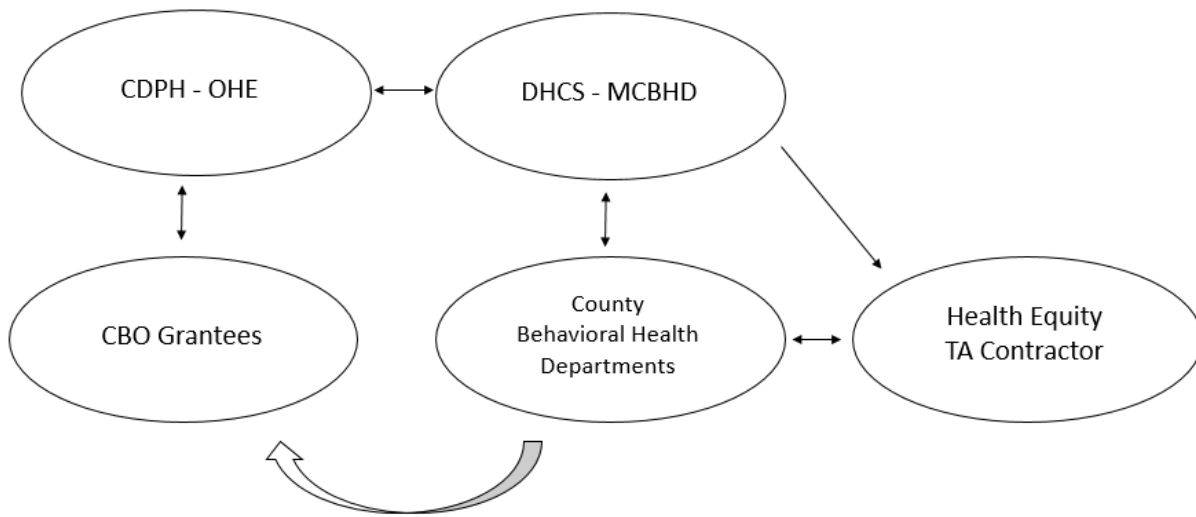
- 1) Achieve the highest level of health and mental health for all people, with special attention focused on those who have experienced socioeconomic disadvantage and historical injustice, including, but not limited to, vulnerable communities and culturally, linguistically, and geographically isolated communities.
- 2) Work collaboratively with the Health in All Policies Task Force to promote work to prevent injury and illness through improved social and environmental factors that promote health and mental health.
- 3) Advise and assist other state departments in their mission to increase access to, and the quality of, culturally and linguistically competent health and mental health care and services.
- 4) Improve the health status of all populations and places, with a priority on eliminating health and mental health disparities and inequities.

The work of OHE is informed in part, by their advisory committee and stakeholder meetings. The office works with community-based organizations (CBOs) and local governmental agencies to ensure that community perspectives and input help to shape a health equity lens in policies and strategic plans, recommendations, and implementation activities.

Funded by the Mental Health Services Act and seeking to answer former U.S. Surgeon General David Satcher's call for national action to reduce mental health disparities, the California Reducing Disparities Project (CRDP) was launched in 2009 by the former California Department of Mental Health (CDMH). Responsibility for the design and execution of CRDP was later transitioned to OHE when the CDMH was dissolved. The CRDP consists of two phases (to date). Phase 1, completed in 2018, focused on the development of five reports for California's African American, Asian Pacific Islander, Lesbian, Gay, Bisexual, Transition and Queer, Latino and Native American populations and a strategic plan to reduce mental health disparities within those populations. Phase 2, to be completed in 2022, focuses on implementation of the CRDP Strategic Plan to Reduce Mental Health Disparities (CRDP Strategic Plan) and funds and evaluates 35 culturally and linguistically competent pilot projects that address Prevention and Early Intervention (PEI) mental health programs in the targeted populations.

Building off the preliminary success of CRDP, in 2019 California Assembly Bill (AB) 74 authorized \$8,000,000 in General Funds to fund the California Mental Health Equity Project (CMHEP). Figure 1-1 below shows the interactions between the components of the CMHEP principals:

Figure 1-1
California Mental Health Equity Project



Jointly administered by OHE and DHCS' Medi-Cal Behavioral Health Division (DHCS- MCBHD), the goal of the project is to further address and reduce mental health disparities in the state. DHCS is focusing its \$3 million on contracting with health equity consultants to provide cultural and linguistic responsive training, consultation services and learning networks to county behavioral health organizations and county behavioral health and mental health departments in California. The emphasis of their work will be to collect data, review and update county cultural competence plan requirements and introduce CBOs providing mental health services to underserved populations to county behavioral partners. OHE is focusing on the following four goals:

- 1) Increasing access of mental health services to vulnerable communities through means that are culturally and linguistically appropriate.
- 2) Addressing mental health issues that may have arisen or have been exacerbated by the COVID-19 pandemic.
- 3) Supporting the incorporation of community-defined evidence practices into community and county behavioral health structures. To the extent reasonably feasible, engage on issues that are of mutual concern and prioritized by county mental health organizations and CBOs.
- 4) Overseeing population specific and community driven training and technical assistance provided by the DHCS collaborative partnership.

Per its objectives, OHE will provide funding to the current CRDP funded community-based organizations to address mental health issues in their respective communities that have arisen because of the COVID pandemic in culturally and linguistically competent manners. To address the sustainability goals of this project, it is the intent that the funded projects also provide a practical means for the funded organizations to work in meaningful ways with their respective counties. The proposing organizations are strongly encouraged to align county priorities into their proposals as appropriate and counties are encouraged to collaborate with the proposing

organization as appropriate to meet mutual goals and objectives. It is the intent that this “Modeling-the-Way” approach will further each other’s understandings of the capabilities, operational models, and limitations of their partner organization with the explicit goal of enhancing opportunities while increasing cultural and linguistic proficiency growing understanding of community defined evidence practices and instituting measures to address mental health inequities.

Through a response to this RFA, grant applicant’s teams shall demonstrate that they have the personnel and organizational capacity, technical and financial stability to effectively execute their proposed project. All agreements entered into with the State will include by reference General Terms and Conditions (GTC) (see **ATTACHMENT 5**) and Contract Certification Clauses (CCC-307) (see **ATTACHMENT 3**).

Grant applicants are encouraged to carefully read the entire RFA. The need to verify all documentation and responses prior to the submission of proposals cannot be overemphasized. Please note that no verbal, emailed or other information given will be binding upon the State unless such information is issued in writing as an official addendum to this RFA. In the opinion of CDPH, this RFA is complete and without need of explanation.

A. CONTRACT AUTHORITY, APPROACH, TERMS AND AVAILABLE FUNDING

The CMHEP grants are exempt from Public Contracting Code (PCC) as established by AB 74 (Chapter 23, Statutes 2019). CDPH anticipates awarding up to 35 grants totaling \$4.5 million to establish the CMHEP. To put forth much needed funding into the vulnerable communities as quickly as possible, only those CBOs that are currently participating in CRDP and are in good standing are eligible to participate in this CMHEP grant funding. CDPH will **NOT** award these grants on a competitive basis.

CDPH will work directly with each qualifying bidder to develop a proposal for consideration. Because one of the primary goals is to promote an ongoing relationship with county mental health programs, CDPH will work with the qualifying bidder to facilitate discussions with county mental health programs on the draft proposal and identify mutually beneficial opportunities for collaboration on CMHEP, as appropriate. It is the expectation that establishing an initial relationship between the CBOs and their respective county through CMHEP that CBOs and counties can better learn about each other’s perspectives, operations, and requirements. It is the further expectation that establishing such relationships will lead to sustainable funding opportunities and partnerships beyond CMHEP to address the mental health needs of some of California’s most vulnerable populations.

Each proposal must meet all requirements as established in this RFA and establish that costs for associated goods and services are fair and reasonable. CDPH anticipates executing contracts with awardees on a rolling basis with contract terms through June 30, 2022.

CDPH anticipates that funding levels will range between \$30,000 and \$200,000 per organization based on assessed performance and demonstrated ability to meet CRDP program requirements. It is expected that these grants will fund 1 to 5 major project domains. CDPH reserves the ability to adjust funding levels based on the number of organizations that apply for this grant opportunity and other factors that may impact funding availability. CDPH will issue

CMHEP letters to each CBO specifying their grant eligibility amount prior to the release of the Final Based RFA.

B. KEY ACTIVITIES AND DATES

Key activities including dates and times for this RFA are presented below.

Activity	Date
Funding eligibility letters released	February 5, 2021
Final RFA documents and Program Guidelines released	March 4, 2021
Optional Bidders' conference	March 11, 2021
Deadline to submit requirements change	March 12, 2021
Requirements Change posted, if necessary	March 19, 2021
Proposal Submittal Deadline and Work Authorization Submittal Deadline	Proposals will be accepted on a flow basis as organizations complete all necessary documents to execute contracts, by but no later than April 30, 2021 unless otherwise approved by CDPH
End of Contractor Reimbursement Period	June 30, 2022
End of Contractor Reporting Period	June 30, 2022

Key dates are subject to change as necessary.

i. Optional Project Grant Conference

An Optional Project Grant informational webinar will be scheduled in March 2021 during regular business hours. Information about the webinar will be provided to all potential grant applicants in advance. During this session we will review the established program guidelines, the proposal submission requirements and the process by which proposals will be reviewed and grant contracts executed.

ii. Request for Requirements Change

Requests for Requirements Change to the RFA must be directed to Sosha Marasigan-Quintero and submitted via email to sosha.marasigan-quintero@cdph.ca.gov by 5:00 p.m. Pacific Standard Time (PST) on March 12, 2021. The request should clearly specify the need for the change and the expected benefits resulting from the change. Though the request should in itself be complete, at its discretion, CDPH reserves the right to contact the submitter to seek further clarification should the need arise.

All requests will be considered and responses will be provided in writing only. Please note that no verbal information given will be binding upon CDPH unless such information is confirmed in writing as an official addendum to all parties/participants.

iii. Contact Information

All communications should be directed to the following:

Mrs. Sosha Marasigan-Quintero, MPA
Lead, Community Mental Health Equity Project California Department of Public Health
1616 Capitol Mall
Sacramento, CA 95814
E-mail: sosha.marasigan-quintero@cdph.ca.gov

2. COMMUNITY MENTAL HEALTH EQUITY PROJECT

In 2019 AB 74 (Chapter 23, Statutes 2019) authorized \$8,000,000 of California General Fund to CDPH. Of these funds \$4,500,000 was allocated to the OHE for the provision of grants to up to 35 eligible CBOs to expand or enhance existing community-defined evidence practice (CDEP) programs. In 2020 through an interagency agreement CDPH appropriated \$3,000,000 to the Department of Health Care Services (DHCS), Medi-Cal Behavioral Health Division (MCBHD) for the design and provision of training and technical assistance to county behavioral and mental health programs. Approximately \$500,000 has been earmarked for CDPH staffing and a grants consultant. CDPH must expend the funds by June 30, 2022 under the current authorization. It will be the goal of the project to execute all grant contracts on a rolling basis as quickly as possible.

CDPH is seeking to utilize the grants to further invest in qualifying organizations to provide cultural and linguistically competent COVID related services to the communities that they serve. Funds may be used to expand already existing qualifying programs or to fund new qualifying programs. Additionally, CDPH is seeking to utilize these funds as a basis to fund projects to build and strengthen community partnerships with county agencies. It should be noted that it is expected that in addition to providing services, the grants also capture measurements of outcomes as to effectiveness and community reach. Following the conclusion of CMHEP OHE plans to utilize data and information collected to develop a CMHEP Performance Report describing collective outcomes, successes, and lessons learned from the project.

3. PROJECT GOALS

CDPH realizes that organizations responding to this RFA may take a variety of approaches in their project design. Regardless of those variations, Grant applicant shall design a project and approach that reflects CMHEP's overarching goals, as follows:

- 1) Address mental health in vulnerable communities through means that are culturally and linguistically competent and/or culturally congruent.
- 2) Address issues that may have arisen or are exacerbated by the COVID-19 pandemic in the populations served by the CBOs under CRDP.
- 3) Promote sustainability of participating CBOs beyond CRDP and CMHEP. Though participating CBOs may be pursuing opportunities with other entities, it is specifically the intent of CMHEP to promote and strengthen relations with county behavioral and mental health organizations to increase access to behavioral and mental health services.
- 4) To the extent reasonably feasible, address issues that are of mutual concern and prioritized by county mental health organizations. It is the intent of this grant to build bi-directional understanding and capacity between counties and CBOs serving hard to reach communities within their jurisdiction to meet mutual priorities and in a manner that lays the foundation for further cooperation. Please note that though CBOs should engage county mental health programs to increase the effectiveness or efficiency of their proposed projects, this does not imply that county mental health programs will have oversight of the proposed projects.

4. PROGRAM REQUIREMENTS

A. PROJECT DOMAINS

Proposed CMHEP projects must fall into one or more of the identified project domains:

iv. Improving Communication and Outreach Efforts

In line with emerging data on racial and ethnic disparities around the COVID-19 pandemic, applicants may propose to increase outreach for their culturally tailored interventions. Concerning communication and outreach efforts, CBOs may provide critical culturally responsive COVID-19 information to vulnerable and multi-cultural communities. As part of this work, applicants may also propose to develop increased communication centered on building trust and partnerships, including but not limited to in-language materials and culturally curated social media coverage around mental health resources, accessing mental health services, and self-care techniques. All communication strategies should support and be tailored for California's most underserved and vulnerable populations.

v. Support Workforce Development

Applicants may propose to use funds to increase culturally congruent staffing based on the ground that culturally congruent staff are better able to effectively communicate and relate to the communities they serve. Staffing augmentation may take the form of promotoras/ trusted health system navigators, behavioral health student interns, allied behavioral health professionals and other mental health professional development opportunities. Additionally, CBOs may use funds for training and staff development to better ensure staff are culturally informed and prepared to offer culturally and linguistically responsive behavioral and mental health services.

vi. Increased Access and Case Management

Applicants may propose to use funds to enhance, strengthen, or partially support an existing case management system due to additional needs resulting from COVID-19 for the purpose of increasing mental health access to underserved families and more efficiently linking them with culturally and linguistically appropriate community resources such as patient navigators, language access services, therapy, and peer support groups. Please note that funding for Maintenance and Operations may not exceed the term of the agreement.

vii. Technology Access and Enhancement

Applicants may propose to acquire additional technology, including but not limited to expanding technology hardware, software, or services to operate virtually. Applicants may also propose to expand organizational capacity building efforts to provide culturally tailored mental health services in alternate formats utilizing technology platforms and participating in advance technology trainings.

viii. Prevention and Early Intervention Mental Health Services

To best support the ongoing surge of the COVID-19 pandemic and exacerbated health disparities amongst underserved populations, training will be critical for community defined prevention and early intervention (PEI) mental health programs and staff to offer culturally informed direct services on grief and loss, post-traumatic stress, and other mental health

concerns. These culturally informed mental health services are vital in creating a bridge to serving vulnerable communities with respect to their cultural values and beliefs during a time of crisis and uncertainty.

It is anticipated that each project will address one or more project domains as either a sustained program or as standalone events. Though CMHEP funds can be used to expand or enhance a current program, CMHEP funds cannot be used to replace or supplant existing funding. All CMHEP grant recipients are required to maintain level of efforts if asking to fund a currently operational program.

A logic model is included in **ATTACHMENT 7** to provide additional context of activities eligible for funding under this grant.

B. ELIGIBLE COSTS

CMHEP's funding may be used for any purpose related to operate the project. Specifically, uses may include, but are not limited to:

- Staff salaries and benefits for staff directly related to the performance of the activities proposed for this grant. Please note that staff rates ~~cannot~~ **that exceed** rates established in the applicant's current California Reducing Disparities Project contract **must establish that the rates are comparable to rates for comparable positions in other local organizations;**
- Funding for purchasing or leasing related equipment, technology, and supplies; and
- Direct or indirect costs for project administration. This includes all prorated costs of organization operations that may be attributable to indirectly supporting the proposed project, including computing equipment and services, telecommunications, rent, insurance, and administrative costs. This cost shall not exceed 15% of total project costs.

This grant will not fund the following items:

- Capital funding for purchasing real property or vehicles;
- Services and activities that may be entered into on a prepaid basis that ~~may~~ extend beyond the term of this agreement;
- Items that do not significantly support the eligible activities described in this RFA; and
- Replace funding for activities currently funded by other resources, including CRDP. Maintenance of currently existing efforts is required. CMHEP funds must supplement/increase the level of other Federal, State and local funds expended for programs related to providing services to impacted communities and related services and in no case supplant these funds. The term "Maintenance of Effort" ("MOE") generally refers to a requirement placed upon funded grant programs to demonstrate that the level of other secured funding remains constant from year to year.

Grant applicant will be required to include such costs in the proposed project budget and will be reimbursed in arrears on a not to exceed basis. Please note that costs of developing the grant cannot be reimbursed through either the CRDP grant funding or the CMHEP funding.

C. MATCHING FUNDING

A specific level of leveraged funding or match dollars is not required. However, grant applicant is encouraged to seek and commit other resources to each proposed model or project.

External funding sources could also be leveraged for:

- Labor or materials (in-kind contributions)
- Donated equipment and supplies
- Workforce training and project staff

All sources of funding, secured or anticipated, should be discussed in proposals and included in the project budget.

5. PROPOSAL SUBMITTAL REQUIREMENTS

This section describes all required elements for the proposal submittal as reflected in Attachment 1: Required Submission Checklist.

The prime contractor may subcontract with other governmental, non-profit, or for-profit entities, but the prime contractor alone would be accountable to CDPH for project performance. The prime contractor must meet the specified minimum requirements.

A. ELIGIBILITY, QUALIFICATIONS, CAPACITIES, AND READINESS OF APPLICANT

The proposal submittal must demonstrate each of the following minimum requirements:

1. The grant applicant must be a recipient of a grant under the following CDPH CRDP solicitations:

Hub	Capacity Building Pilot Project	Implementation Pilot Project
African American	15-10614	15-10647
Asian Pacific Islander	15-10615	15-10648
Latin/X	15-10606	15-10607
LGBTQ	15-10616	15-10649
<u>Native American</u>	<u>NA</u>	<u>15-10650</u> <u>15-10611</u>

2. The grant applicant must be able to provide the following:
 - Copy of California Secretary of State Statement of Information for the current year.
 - Copy of articles of incorporation filed with the Secretary of State.
 - Administrative procedures, employee handbook or equivalent that covers at least the following topics:
 - Introduction stating purpose, authority and means of updating

- Board membership and replacement requirements in alignment with the Articles of Incorporation
 - Human Resources, including discussion of hiring policies and procedures, benefits and insurance, work schedules, payment of salaries and wages, leave, employee conduct and performance management, reasonable accommodation and health and safety.
 - Contracting and purchasing
 - Budget, financial controls and signature authority/ies.
 - COVID-19 operating and workplace safety policies and procedures
3. The applicant must submit a letter accepting the grant, all grant requirements as specified in this document and all the states contractual terms and conditions. The grant applicant must have received a funding letter detailing the funding for which it is eligible under the CMHEP. OHE has established three levels of funding for the CMHEP funding:

- Tier 1: Organizations that have consistently exceeded CRDP administrative and program requirements **AND** are at the time of the grant award current with all requirements. The maximum funding level made under Tier 1 is \$200,000. It is anticipated that those receiving Tier 1 funding will conduct up to 5 separate projects in alignment with the grant requirements.
- Tier 2: Organizations that are consistently current with CRDP administrative or program requirements **AND** are at the time of the grant award current with all requirements. The maximum funding level made under Tier 2 is \$130,000. It is anticipated that those receiving Tier 2 funding will conduct up to 3 separate projects in alignment with the grant requirements.
- Tier 3: Organizations that are not consistently current with CRDP administrative or program requirements **AND** are at the time of the grant award either current or have an approved work plan to become current with all requirements. The maximum funding level made under Tier 3 is \$30,000. It is anticipated that those receiving Tier 3 funding will conduct at least one separate projects in alignment with the grant requirements. **A CRDP compliance remediation plan must be submitted by organizations that are not current with all CRDP requirements. These organizations would have received written notification that they had not been in compliance from their CRDP contract manager. Applicants that are not currently in good standing with and are not current with all CRDP requirements must provide an approved remediation plan to bring them to good standing and current status. The remediation must address all issues in a timely manner and be approved by the appropriate CRDP Contract Manager.**

Note: Please note that all eligible Native American grant recipients will be funded at the ~~Tier 2 level~~ level and shall provide up to 3 separate projects in alignment with the Tier 2 grant requirements. Organizations that have not met the above minimum requirements are not eligible for CMHEP grant funding.

Funding amounts may be increased by CDPH at a later point subject to the availability of funds.

4. **Three letters of support from community organizations or members of the serviced community. Community Reference Letters in Support of the Organization: Three (3) separate reference letters in support will be required. Each letter should indicate a deep and trusted relationship and endorsement of the community activities supported by the proposing organization. Additionally, it is expected that each letter will iterate a unique relationship and perspective that the person providing the letter has with the proposing organization. Form letters or letters not demonstrating the unique relationship with the grant application will not meet requirements.**

Proposal Submittal Information	
Submit the following supporting documents:	<ul style="list-style-type: none"> ▪ <u>Attachment 2: Letter of Acceptance of Grant Funding, Requirement and Terms</u> ▪ <u>Copy of Secretary of State Statement of Information</u> ▪ <u>Articles of Incorporation</u> ▪ <u>Administrative Manual</u> ▪ <u>Three letters of support</u> ▪ <u>CRDP compliance remediation plan (Only organizations that have been notified in writing that they are not in compliance must meet this requirement)</u> ▪ <u>Contractor Certification Clause (CCC)</u> ▪ <u>Payee Data Record (STD 204)</u> ▪ <u>Darfur Contracting Act Certification</u> ▪ <u>Insurance Certificate</u> ▪ <u>IRS Letter of Determination of Non-Profit Status Approval</u>

6. GRANT WORK AUTHORIZATION REQUIREMENTS

Once the proposal has been received and approved, the applicant will develop the following requirements for the full grant work authorization.

Applicants must submit a letter of intent to accept funds specified in award letters and to use these grant funds in accordance with the grant requirements and terms by the date specified in Section 1.b. Key Activities and Dates. A contract shall be executed with those organizations that accept funding and agree to abide by the requirements and terms of the grant.

Prior to release of funds by CDPH, the applicant must submit a grant authorization that specifies the following:

- Detail how the project proposal will meet CMHEP goals and serve respective vulnerable and underserved communities in a manner that is culturally and linguistically competent or congruent and is supported and endorsed by the communities that they serve;
- Build partnerships with county agencies to work together to better serve community needs;
- Demonstrate the abilities of the grant applicant team to deliver each aspect of the proposed services, with clear measurable outcomes;
- Demonstrate fair and reasonable costing for services;
- Comply with all required proposal requirements identified in the RFA; and
- To the extent feasible, offer a model that has the potential to be sustained in California and is scalable for vulnerable and underserved communities.

Grant applicant shall describe and document their qualifications, project implementation, tracking measures and service delivery strategies, and organizational approach and team structure. Grant applicant must provide their overarching approach and resources that they bring to the project. Grant applicant shall describe how their skills, workforce, and cultural and linguistic approach will account for and address the unique conditions or challenges facing their respective community.

In addition, the grant applicant shall also describe the means that it will evaluate the success and/or effectiveness of its efforts. The evaluation may in part rely on the project tracking measures and should articulate key factors for success as well as any key learnings or insights that may help to improve the programs. The Grant applicant shall submit the evaluation to CDPH by August 31, 2022.

Note: The grant authorization requirements described below are not to be included as part of this proposal. The required elements are to be developed once the proposal application has been accepted and approved, then included in the final grant work authorization.

A. REQUIREMENT 1: COMMUNITY NEED AND ALIGNMENT WITH COUNTY PRIORITIES

The introduction to the proposal should clearly indicate how the project meets the community need, and include:

- A statement of how the proposed project addresses the needs of their vulnerable community. This should include a description of the community of focus, a description of the current community need and an estimate of the number of community members that applicants anticipates reaching and serving in total. The discussion should address issues pertaining to cultural and/or linguistic competence and cultural congruence as appropriate.
- **In addition, the statement must include a statement describing how its proposed project aligns with current county priorities and objectives. This assessment should consider alignment with the county's cultural competence plan, strategic plan, and/or stated goals and objectives of county officials during public meetings or one-on-one conversations. If there is minimal or no alignment, please indicate if there may have been efforts by the community to raise the need with the county.**

B. REQUIREMENT 2: GRANT APPLICANT ORGANIZATIONAL QUALIFICATIONS AND CAPACITY

- **Project Team Description:** Grant applicant shall provide a narrative overview of its organization's history, qualifications, experience, current resources, and relevant accomplishments. Grant applicant shall also detail the history, qualifications, experience, current resources, and accomplishments of any community partner or subcontractors that will be part of the project. Grant applicant shall explain how the experience of its proposed team demonstrates its ability to conduct work effectively within the community of focus, and a brief description of the staff who will be assigned to this contract. ~~The grant applicant shall provide a California Secretary of State registration.~~
- **Project Organization Chart:** The narrative should describe grant applicant's team skills and qualifications to provide culturally and linguistically appropriate services under this contract and should clearly explain how grant applicant team demonstrates the required capacity. The narrative should indicate which individual on the Project Team has the requisite experience. Additionally, the narrative will provide detailed resumes for all key identified staff. Grant applicant may reference staff resumes to substantiate the narrative. As a supplement to the Project Team Description narrative, grant applicant shall provide a Project Organization Chart that clearly identifies the roles and responsibilities of all key staff. Grant applicant shall provide a narrative to describe the proposed CMHEP project team structure and the mechanisms by which they will ensure effective project performance and accountability from all parties of the project team throughout the term of the agreement to ensure that project goals and objectives are met.

Work Authorization Submittal Information	
Basis of Review:	Pass/Fail
Submit the following supporting document(s):	<ul style="list-style-type: none"> ▪ Grant applicant Organization Description and Project Organization Chart ▪ Community Reference Letters in Support of the Proposed Organization (3)

C. REQUIREMENT 3: GRANT APPLICANT’S APPROACH AND NARRATIVES

i. Project Description

Grant applicant shall describe in detail its proposed project. It should provide a detailed description of how its proposed project will serve to meet the goals and objectives of CMHEP. Based on the grant applicant’s experience and knowledge, it should articulate key factors for success and relevant cultural and linguistic assets of the CBO. Also, it should discuss risks to project success and means by which risks will be mitigated for maximum sustainability. The grant applicant should also include a discussion as to how each proposed activity addresses the eligible project domains as described in Section 4.A.

Work Authorization Submittal Information	
Basis of Review:	Pass/Fail
Submit the following supporting document(s):	N/A

ii. Project Benefits and Outcomes

Grant applicant shall identify benefits to be achieved through the project. Benefits may include, but not be limited to:

- Enhanced staff knowledge and understanding of the importance of working in a culturally and linguistically responsive way
- Increased access to behavioral and mental health services
- Project Domain Implementation
- Increased service counts
- Increased number of trainings
- Increased investment in community-defined evidence practices
- Increased access for vulnerable and underserved communities
- Positive Household effects
- Community health effects

- Training opportunities
- Community economic benefits
- Community resilience benefits

Grant applicant shall include a discussion on how benefits and outcomes may be produced in terms of the CMHEP Logic Model included in **ATTACHMENT 7**. Grant applicant shall also address plans to collect and report data for the quarterly report regarding the benefits that are included in the proposal and the mechanisms to capture described benefits. OHE plans to utilize information in the quarterly reports to develop a CMHEP Performance Report describing collective outcomes, successes, and lessons learned from the project.

Work Authorization Submittal Information	
Basis of Review:	Pass/Fail
Submit the following supporting document(s):	N/A

iii. Cultural and Linguistic Competence

Grant applicant shall include specific details as to how the proposed project meets the unique cultural and linguistic needs of the community. The discussion should address issues why current services are not adequate or available and the strengths of a culturally and linguistically appropriate project, and how the proposed project will meet the unique need of the specified community.

For LGBTQ hub applicants, discussions should provide detailed discussion on cultural proximity and how cultural proximity will address the needs of the community effectively and efficiently.

Work Authorization Submittal Information	
Basis of Review:	Pass/Fail
Submit the following supporting document(s):	N/A

iv. Alignment with County Prioritized Needs

~~To the extent appropriate, grant applicant shall describe how the proposed project may address areas of mutual need or interest with their respective county mental health programs, as prioritized by the county behavioral and mental health programs or as formally or informally discussed with county health officials. In addition, to summarizing areas of overlap, attach any documents, press clips, websites or research studies that may be available and that may provide further information or detail, such as the county cultural competence plan requirements, strategic plans or initiatives, or stated needs and goals by county officials. Also provide a description of~~

the current level of engagement that the proposing agency has with the county and any strengths or limitations to establishing a potential partnership.

Work Authorization Submittal Information	
Basis of Review:	Pass/Fail
Submit the following supporting document(s):	N/A

V. Monthly Update and Quarterly Reports with Outcomes Measurements

Grant applicant shall describe in detail the means by which project outcomes will be measured. The description should describe specific goals and objectives, proposed measurements, effective indicators of project success, measuring interval, and mechanisms to administer measurements. Descriptions of planned design to improve program performance should also be included. Grant applicant is encouraged to leverage existing infrastructure and community efforts as may be appropriate.

As part of reporting processes OHE may request baseline measurements based on domains selected and described in submitted work plan materials. Additionally, OHE will provide a progress report template for reporting and data collection purposes.

Monthly updates may require brief updates on funds spent and report on the identified outcome measures. Quarterly reports will require details on all project progress, and summarize the following:

- Funds spent; and
- Key activities; and
- Benefits and outcomes provided to the community.

Work Authorization Submittal Information	
Basis of Review:	Pass/Fail
Submit the following supporting document(s):	N/A

D. REQUIREMENT 4: WORK PLAN AND TIMELINE

Grant applicant shall include a credible Work Plan and Timeline during the contract term. The Work Plan should include details regarding project objectives, strategies, indicators, outcome measures and executing the project proposal.

The Work Plan should clearly delineate team roles and responsibilities. Grant applicant shall include a statement as to how all components and designs meet all applicable regulatory and industry standard operational procedures, as appropriate.

In addition, the Work Plan and Timeline should also include measurable progress indicators that demonstrate sustained progress toward project implementation. Proposals will be evaluated

based on feasibility and comprehensiveness of the Work Plan and Timeline.

Work Authorization Submittal Information	
Basis of Review:	Pass/Fail
Submit the following supporting document(s):	• Work Plan Timeline

E. REQUIREMENT 5: PROJECT BUDGET SPREADSHEET AND BUDGET NARRATIVE

Budget Spreadsheet: Grant applicant shall complete the budget spreadsheet that is included as part of this RFA. The spreadsheet consists of:

- **Itemized Project Budget:** The project budget should include all relevant project costs including, but not limited to:
 - Equipment and supplies costs;
 - Loaded salary costs that include direct costs, fringe benefits and taxes;
 - Administrative and indirect costs. Administrative and indirect costs are limited to 15% of total proposed project budget; and
 - Subcontractor costs, if any.
- **Budget Narrative:** A budget narrative shall be included that should, in detail, describe the itemized budget line items and operational plans. The narrative should identify total funds requested and other funding sources that will be used for this project. Grant applicant shall also:
 - Describe any other awards or grants or other subsidies that are or may be sought for the project; and
 - Explicitly describe the economic and other impacts to the project if a subsidy is not received.

Budget documents will be evaluated based on considerations including whether the project and budget are feasible; are fair and reasonable; and project support activities are appropriate to sustain the project for the identified term.

Work Authorization Submittal Information	
Basis of Review:	Pass/Fail
Submit the following supporting document(s):	• Project Budget

7. SUBMISSION INSTRUCTIONS

This section contains the format requirements and instructions on how to accept the grant funds, requirements and terms and conditions. The format is prescribed to assist the grant applicant in meeting State ~~bidding~~ **evaluation** requirements and to enable CDPH to evaluate each proposal uniformly and fairly. Grant applicant must follow all proposal format instructions, answer all questions, and supply all required documents.

A. REQUIRED DOCUMENTS

A list of all required documents is included in the Proposal Submission Checklist (see **ATTACHMENT 1**). Proposals not including all the listed items, with proper signatures when required, shall be deemed non-compliant. ***A non-compliant acceptance is one that does not meet the basic requirements and may be rejected.***

B. SUBMITTAL REQUIREMENTS

Acceptance of grant funds, requirements and terms and conditions shall be submitted electronically to the established Google Drive. Access to the Google Drive may be obtained by contacting the Project Manager or his/her designee. The electronic copy must be provided in one or more PDF files.

~~Acceptance of grant funds, requirements and terms and conditions shall be submitted electronically via email to the designated CDPH OHE mailbox for CMHEP at CMHEPRFA@cdph.ca.gov. The electronic copy must be provided in one single consolidated PDF file. Subject line must include the following naming convention:~~

~~Strikethrough image below~~

~~Subject Line: {{Organization name}} - Consolidated CMHEP Proposal Submission~~

~~i.e., ABC Project - Consolidated CMHEP Proposal Submission~~

Before submitting a response to this RFA, grant applicants should review the submittal, correct all errors, and confirm compliance with the RFA requirements. Not complying with all the RFA requirements is cause for rejection.

Electronic signatures (wet signature not required) should be provided for all documents requiring signatures.

8. SUBMITTAL ACCEPTANCE PROCESS

This section explains how the proposals will be ~~scored~~ **evaluated**. It describes the process as well as the ~~scoring~~ **evaluation** ~~stages and preference points~~.

A. SUBMITTAL REVIEW

Submittals will be reviewed for completeness of their response to the information requested in this RFA. The applicant will have the opportunity to correct any deficiencies should they be identified in the course of review. All final submittals will be considered public documents.

Each submittal will first be checked by CDPH for the presence of all required documents as listed in the Submission Checklist (see **ATTACHMENT 1**), and for compliance with other RFA requirements. The applicant will have the opportunity to correct any deficiencies should they be identified in the course of review.

B. PROPOSAL APPROVAL PROCEDURES

All proposals that are accepted and deemed to meet the RFA requirements shall be approved.

9. ADMINISTRATION

A. RFA DEFINED

The non-competitive method used for the procurement of services is a ~~Notice of Funding Availability~~ **Request for Allocation (RFA)**. A proposal submitted in response to this RFA will be ~~scored and ranked~~ **evaluated** based on the ~~Scoring Criteria~~ **minimum requirements**. Every proposal must establish in writing the grant applicant's ability to perform the RFA tasks.

B. COST OF DEVELOPMENT PROPOSAL

The grant applicant is responsible for the cost of developing a submittal and this cost cannot be charged to the State.

C. PRINTING SERVICES

Per Management Memo State of Administrative Manual 07-06, State Agencies must procure printing services through the Department of General Services, Office of State Publishing (OSP).

D. CONFIDENTIAL INFORMATION

CDPH will not accept or retain any proposals that are marked confidential in their entirety.

E. DARFUR CONTRACTING ACT OF 2008

Effective January 1, 2009, Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272, requires that all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

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)).

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 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 4**).

F. RFA CANCELLATION AND AMENDMENT

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

- Cancel this RFA;
- Amend this RFA as needed; or
- Reject any or all Proposals received in response to this RFA

If the RFA is amended, CDPH will send an addendum to all parties who requested the RFA and will post it on CDPH's website at www.CDPH.ca.gov.

G. ERRORS

If a grant applicant discovers any ambiguity, conflict, omission, or other error in the RFA, the grant applicant shall immediately notify CDPH of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the RFA, without divulging the source of the request for clarification. If a grant applicant fails to report a known or suspected problem with this RFA or fails to seek clarification and/or correction of the RFA, the grant applicant submits a proposal at his/her own risk.

H. MODIFYING OR WITHDRAWAL OF SUBMITTAL

A grant applicant may, by email to the CMHEP general mailbox at CMHEPRFA@cdph.ca.gov, withdraw or modify a submitted Proposal before the deadline to submit proposals.

I. IMMATERIAL DEFECT

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

J. DISPOSITION OF SUBMITTALS

Upon proposal opening, all documents submitted in response to this RFA will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

K. GRANT APPLICANT'S ADMONISHMENT

The RFA contains the instructions governing the requirements for a firm quotation to be submitted by interested grant applicant, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and grant applicant responsibilities. Grant applicant must take the responsibility to carefully read the entire RFA, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFA are followed and appropriately addressed, and carefully reread the entire RFA before submitting proposal.

L. REJECTION OF SUBMITTAL

Deviation, whether or not intentional, may cause a proposal to be non-compliant and not considered for award. CDPH may reject any or all submittals and may waive any immaterial deviation or defect in a proposal. CDPH's waiver of any immaterial deviation or defect shall in no way modify the RFA documents or excuse the grant applicant from full compliance with the RFA specifications if awarded a contract. Final proposals not received by the date and time specified in the Key Activities and Dates or not sealed will be rejected.

M. AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by CDPH and the Contractor after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, upon five (5) days written notice to the Contractor, CDPH reserves the right to terminate the agreement. All performance under agreement shall be completed on or before the termination date of the agreement. A Sample Standard Agreement, **ATTACHMENT 5**, is attached for review. The grant applicant who is awarded a contract will be required to sign a Standard Agreement and related documents.

10. ATTACHMENTS

Attachments 1 through 4 are required to be included with the proposal, together with all required narrative sections in the proposal.

Attachment 1: Required Submissions Checklist

Attachment 2: Model Grant Applicant Acceptance of Funding, Requirements and Terms and Conditions Confirmation Letter

Attachment 3: Contractor Certification Clauses (CCC-307)

Attachment 4: Darfur Contracting Act Certification (if applicable)

The following Attachments, 5 through 7, are not required submittals for the proposal, but are reference materials useful to the grant applicant.

Attachment 5: ~~Sample Standard Agreement (STD 213)~~ **Grant Agreement (CDPH 1229)**

Attachment 6: Sample Payee Data Record (STD 204)

Attachment 7: Logic Model

A. ATTACHMENT 1: REQUIRED SUBMISSION CHECKLIST

A responsive proposal submittal shall consist of all the required items identified below. Grant applicants must submit electronically to the designated email with all required attachments that meet the requirements. Complete this checklist by marking the box with an “X” for each item you are submitting to CDPH.

Required Components	Completed?
1. Copy of California Secretary of State Statement of Information	<input type="checkbox"/>
2. Articles of Incorporation	<input type="checkbox"/>
3. Administrative procedures manual, employee handbook, or equivalent covering the following topics: <ul style="list-style-type: none"> - Introduction stating purpose, authority and means of updating - Board membership and replacement requirements in alignment with the Articles of Incorporation - Human Resources, including discussion of hiring policies and procedures, benefits and insurance, work schedules, payment of salaries and wages, leave, employee conduct and performance management, reasonable accommodation and health and safety. - Contracting and purchasing - Budget, financial controls and signature authority/ies - COVID-19 operating and workplace safety policies and procedures 	<input type="checkbox"/>
4. Letter of Acceptance of Grant Funding, Requirements and Terms	<input type="checkbox"/>
5. 3 Letters of Support from Community Organizations or Members of the Serviced Community	<input type="checkbox"/>
6. CRDP Compliance Remediation Plan (Only organizations notified in writing that they are not in compliance must complete this requirement)	<input type="checkbox"/>
7. Required Forms and Administrative Documents: <ul style="list-style-type: none"> - Contractor Certification Clause (CCC) - Payee Data Record (STD 204) - Darfur Contracting Act Certification - Insurance Certificate Naming the California Department of Public Health at 1616 Capitol Ave, Sacramento, CA 95814 - IRS Letter of Determination of Non-Profit Status Approval 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
CONTRACT APPROVED	<input type="checkbox"/>

B. ATTACHMENT 2: MODEL GRANT APPLICANT ACCEPTANCE OF CMHEP FUNDING, REQUIREMENTS AND TERMS LETTER

(Please Submit on Grant Organization Letterhead)

<<Insert Date>>

Mrs. Sosha Marasigan-Quintero, MPA

Lead, Community Mental Health
Equity Project Community
Development and Engagement
Unit Office of Health Equity

California Department of Public Health

Email: sosha.marasigan-quintero@cdph.ca.gov

Dear Ms. Marasigan-Quintero:

I am writing to confirm that <<Insert Name of Grant Organization>> accepts the grant amount of <<Insert amount that the Grant Organization wishes to accept, no more than the amount awarded>> and all California Mental Health Equity Program (CMHEP) associated grant requirements and terms and conditions as specified in **RFA XXXXX**, without reservations or restrictions. We understand that grant funds cannot be expended until a grant work authorization has been approved by your office and all grant funds must be expended by June 30, 2022.

Should you have any questions or comments, our key contact for this grant is <<Insert Name of Key Contact>> and s/he can be reached by phone at <<Insert Phone Number>> or by email at <<Insert Email Address>>.

I certify that I am duly authorized to commit <<Insert Name of Grant Organization>> to the terms and conditions of this grant.

Sincerely,

<<Insert Signature>>

<<Insert Name>>

<<Insert Title>>

C. ATTACHMENT 3: CONTRACT CERTIFICATION CLAUSES (CCC-307)

CCC-307

CERTIFICATION

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

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

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

- 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and,
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children

in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

Members of boards are exempt from this section if they do not receive payment other than payment of each meeting of the board, 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. <https://www.dgsapps2.dgs.ca.gov/StatewideFormsWeb/Forms.aspx>

D. ATTACHMENT 4: DARFUR CONTRACTING ACT CERTIFICATION (IF APPLICABLE)

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 grant applicant/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective grant applicant/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>	

E. ATTACHMENT 5: SAMPLE GRANT AGREEMENT (CDPH 1229)

[Community Mental Health Equity Project]

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

[Organization], hereinafter “Grantee”

Implementing the project, [Community Mental Health Equity Project

“(CMHEP),” hereinafter “Project”

GRANT AGREEMENT NUMBER [20-10975]

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under [AB74 (Chapter 23, Statutes 2019)]. This authorizes the Department of Public Health (CDPH), Office Health Equity (OHE) to provide grants to community-based organizations to develop and implement community-defined mental health equity programs in partnership with county behavioral health departments]

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to [provide culturally and linguistically responsive mental health services in addressing mental health disparities exacerbated by the COVID-19 pandemic. Funds may be used to expand already existing qualifying programs or to fund prevention or early intervention mental health services as a result of COVID-19, and to build and strengthen community partnerships with county agencies.

The grant will focus on the following four (4) goals:

- Increasing access of mental health services to vulnerable communities through means that are culturally and linguistically appropriate.
- Addressing mental health issues that may have arisen or have been exacerbated by the COVID-19 pandemic.
- Supporting the incorporation of community-defined evidence practices into community and county behavioral health structures. To the extent reasonably feasible, engage on issues that are of mutual concern and prioritized by county mental health organizations and community-based organizations (CBOs).
- Overseeing population-specific and community driven training and technical assistance provided by the Department of Health Care Services (DHCS) collaborative partnership.

OHE has established three levels of funding for the CMHEP funding. The level of funding awarded to the grantee is identified below:

- Tier 1: Organizations that have consistently exceeded CRDP administrative and program requirements AND are at the time of the grant award current with all requirements. The maximum funding level made under Tier 1 is \$200,000. It is anticipated that those receiving Tier 1 funding will conduct up to 5 separate projects in alignment with the grant requirements.
- Tier 2: Organizations that are consistently current with CRDP administrative or program requirements AND are at the time of the grant award current with all requirements. The maximum funding level made under Tier 2 is \$130,000. It is anticipated that those receiving Tier 2 funding will conduct up to 3 separate projects in alignment with the grant requirements.
- Tier 3: Organizations that are not consistently current with CRDP administrative or program requirements AND are at the time of the grant award either current or have an approved work plan to become current with all requirements. The maximum funding level made under Tier 3 is \$30,000. It is anticipated that those receiving Tier 3 funding will conduct at least one separate projects in alignment with the grant requirements.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$000,000.00 through the approved term of this agreement. Grant funds cannot be expended until a grant work authorization has been approved by OHE as described in section 6 of the RFA.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on April 1, 2022, or upon approval of this grant, and terminates on June 30, 2022. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2022.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: xx
Name: Sosha Marasigan-Quintero	Name: xx
Address: P.O. Box 997377, MS 0022	Address: xx
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: xx
Phone: 916-552-9849	Phone: xx
E-mail: sosha.marasigan-quintero@cdph.ca.gov	E-mail: xx

Direct all inquiries to:

California Department of Public Health, Office of Health Equity	Grantee: xx
Attention: Marina Castillo Augusto	Attention: xx
Address: P.O. Box 997377, MS 0022	Address: xx
City, Zip: Sacramento, CA 95899-7377	City, Zip: xx
Phone: 916-552-9849	Phone: xx
E-mail: marina.augusto@cdph.ca.gov	E-mail: xx

All payments from CDPH to the Grantee shall be sent to the following address:

Remittance Address
Grantee: xx
Attention "Cashier": Executive Director xx
Address: xx
City, Zip: xx
Phone: xx
E-mail: xx

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICANT ACCEPTANCE LETTER
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR ALLOCATION (view document at: [Request for Allocation 20-10975](#)
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____
[Name, Executive Director]
[Name or organization]
Street Address
City, State, Zip code

Date: _____
[Kristy Lieu, Chief]
[Contracts Management Unit]
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

**EXHIBIT C – GENERAL TERMS AND
CONDITIONS – GTC 04/2017**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code

§8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **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.

6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE**: The State 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 State may proceed with the

work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. 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.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State 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).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be a 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.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State 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 from 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.

16. 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.

17. 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.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of

\$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a

report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and

(5) the actual percentage of 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.)

20. **LOSS LEADER**: If this contract 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. (PCC 10344(e).)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS

Except for subcontracts identified in the proposal in accordance with the Request for Allocation, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.

1. PUBLICATIONS AND REPORTS

- a) The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- b) 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).

2. PROGRESS REPORTS

Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State

Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

3. PRESENTATION

Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

4. CONFIDENTIALITY OF DATA AND DOCUMENTS

- a) Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- b) 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.
- c) 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 California Department of Public Health staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
- d) If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- e) Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- f) After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Department of Public Health (CDPH), but does not necessarily represent the views of the CDPH or any of its employees except to the extent, if any, that it has formally been approved by the CDPH. For information regarding any such action, communicate directly with the CDPH at 1616 Capitol Mall, Sacramento, California 95814. Neither the CDPH nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

5. PROVISIONS RELATING TO DATA

- a) "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- b) "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- c) "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
- d) Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
- e) Contractor shall use best efforts to furnish competent witnesses to identify

such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

6. APPROVAL OF PRODUCT

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

7. SUBSTITUTIONS

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

8. NOTICE

Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.

9. WAIVER

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.

10. GRATUITIES AND CONTINGENCY FEES

The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

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

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

The Contractor warrants by execution of this Contract that no person or selling agency has

been employed or retained to solicit or secure this Contract 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 State shall have the right to annul this Contract 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.

11. WORKERS' 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 of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.

12. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

13. CAPTIONS

The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

14. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Contract 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. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

15. Disabled Veteran Business Enterprises

Unless specifically waived by the Executive Director of the CDPH, the Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

16. FORCE MAJEURE

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract 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.

17. PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of 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 Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

18. LITIGATION

The State, 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 Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, 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 Contract and the interest of the State.

19. DISPUTES

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by CDPH's Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Director, CDPH, 1616 Capitol Mall, Sacramento, CA 95814. Such written notice must contain the Contract Number. The decision of the Director of CDPH shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Director, or his/her designee, shall meet with the Contractor and Project Manager for the purposes of resolving the dispute. The decision of the Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract 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.

20. EVALUATION OF CONTRACTOR'S PERFORMANCE

The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

21. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

- a) The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and 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).
- b) Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

22. AUDITS, INSPECTION AND ENFORCEMENT

- a) From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
- b) Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the CDPH in writing.
- c) The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.
- d) The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

23. USE OF STATE FUNDS

Contractor, including its officers and members, shall not use funds received from the CDPH pursuant to this contract 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 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.

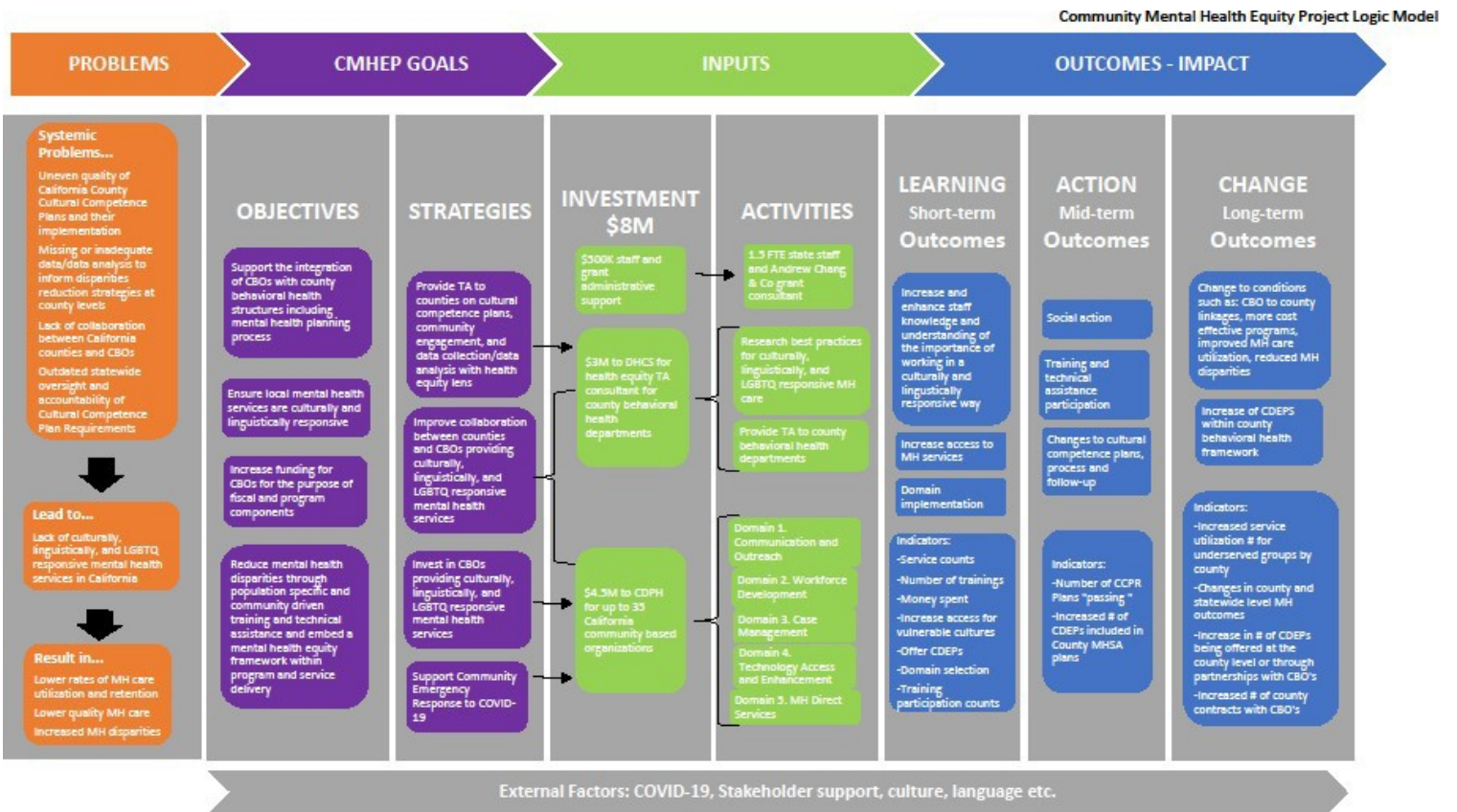
F. ATTACHMENT 6: SAMPLE PAYEE DATA RECORD (STD204)

This form is available at:

<https://www.dgsapps2.dgs.ca.gov/StatewideFormsWeb/Forms.aspx>

G. ATTACHMENT 7: LOGIC MODEL

Please double click the image below to access the full PDF file.



December 2020