

MENTAL HEALTH STUDENT SERVICES ACT of 2019

Request for Applications

RFA MHSSA_001 Addendum 2

Mental Health Services Oversight and Accountability Commission 1325 J Street, Suite 1700 Sacramento, CA 95814

RFA MHSSA_001 Addendum 2 Mental Health Student Services Act

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RFA MHSSA_001 Addendum 2 Mental Health Student Services Act

I. BACKGROUND

The Mental Health Services Oversight & Accountability Commission (MHSOAC) administers the Senate Bill 82 Investment in Mental Health Wellness Act which provides local assistance funds to expand mental health crisis services. The Commission recognizes that the effects of mental health crises are evident on school campuses and that reaching pupils in the school setting is practical for a first point of contact for mental, behavioral, and substance use disorder services for youth. Schools provide an opportunity for early identification and early intervention to address behavioral health issues that can undermine learning and health development.

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

The MHSOAC makes Triage funding available to counties through a competitive grant process to expand access to services for children and youth. In 2017, the MHSOAC released SB 82 funds, with 50 percent of those funds dedicated to children and youth aged 21 and under. Additionally, the MHSOAC set aside approximately \$20 million for four School-County Collaboration Triage grants with the aim of 1) providing school-based crisis intervention services for children experiencing or at risk of experiencing a mental health crisis and their families/caregivers, and 2) supporting the development of partnerships between behavioral health departments and educational entities.

Under that funding program Humboldt County, Placer County, Tulare County Office of Education, and California Association of Health and Education Linked Professions Joint Powers Authority in San Bernardino was awarded \$5.3 million over four years. The four School-County partnership programs are supporting strategies to 1) build and strengthen partnerships between education and community mental health, 2) support school-based and community-based strategies to improve access to care, and 3) enhance crisis services that are responsive to the needs of children and youth, all with particular recognition of the educational needs of children and youth.

In addition to the four School-County partnership grantees, the MHSOAC awarded Triage contracts to counties to operate school-based Triage programs in Berkeley, Humboldt, Riverside, Sacramento, and San Luis Obispo.

As a result of the high-level of response to the school-county collaboration RFA and the implementation of school-based programs through the Triage RFA, the Legislature passed and the Governor signed the 2019 Budget Bill, Senate Bill 75, which included the Mental Health Student Services Act (MHSSA) to establish mental health partnerships between County Mental Health or Behavioral Health Departments and educational entities.

II. STAKEHOLDER ENGAGEMENT

In September, October, and November 2019, the MHSOAC held a series of four listening sessions in Sacramento, El Cerrito, Fresno, and Downey regarding the MHSSA. Over 230 people participated in the sessions, which included representatives from behavioral health departments, school districts, education associations, parents, students, teachers, and community-based organizations. These sessions provided an opportunity for stakeholders to participate in the formation of priorities for school-based mental health funding, and the preparation of the RFA to establish mental health partnerships between County Behavioral Health Departments, school districts, charter schools, and County Offices of Education.

There were several common themes throughout the listening sessions. Many stated that established partnerships would be more prepared to respond to the RFA but that favoring those partnerships would be a deterrent for those that do not yet have a partnership system in place. There was concern expressed that the incentive for matching funds would be challenging for rural or small counties and school districts. There were also recommendations for grouping grant applicants by county size.

III. PURPOSE AND GOALS

The purpose of the MHSSA is to establish additional mental health partnerships between county mental health or behavioral health departments and local education entities (Partnership).

The MHSSA incentivizes partnerships between behavioral health departments and education entities for the purpose of increasing access to mental health services in locations that are easily accessible to students and their families

The MHSOAC will award grants to county mental health or behavioral health departments to fund the partnerships between educational and county mental health agencies to provide personnel or peer support. Grants awarded shall be used to provide support services that include,

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at a minimum, services provided on school campuses, suicide prevention services, drop-out prevention services, placement assistance and service plan for students in need of ongoing services, and outreach to high-risk youth, including foster youth, youth who identify as LGBTQ, and youth who have been expelled or suspended from school. Grants may be used to supplement, but not supplant, existing financial and resource commitments. Funding also may be used to hire qualified mental health personnel, professional development for school staff and other strategies that respond to the mental health needs of children and youth, as determined by the MHSOAC

IV. KEY ACTION DATES

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

Action	Category 1 Existing Partnerships	Category 2 New/Emerging Partnerships
	Date & Time	Date & Time
RFA Release	December 12, 2019	December 12, 2019
Written Questions Due Date	December 20, 2019	December 20, 2019
Distribute Questions/Answers	January 3, 2020	January 3, 2020
Intent to Apply Due Date	January 10 17, 2020	January 10 17, 2020
Final Application Due Date	February 28, 2020, by 4:00 pm	May 8, 2020, by 4:00 pm
Notice of Intent to Award*	March 26, 2020	June 2020

Table V-1 – Key Action Dates

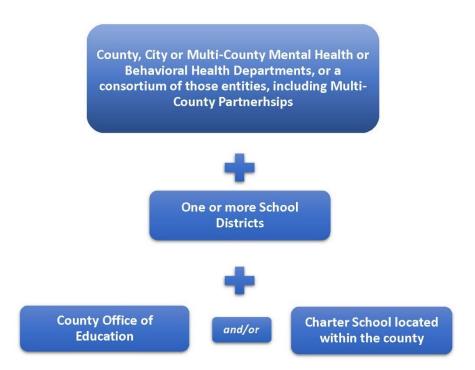
* Dates after Final Application Due Date are estimates and may be changed by the MHSOAC without the issuance of an addendum.

V. GRANT APPLICATION AND FUNDING

- A. Eligibility Criteria
 - i. Applicants are limited to:

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- 1. County, city, or multicounty mental health or behavioral health departments, or a consortium of those entities, including multicounty partnerships, in partnership with one or more school districts and at least one of the following educational entities located within the county:
 - The county office of education
 - A charter school



- 2. An educational entity may be designated as the lead agency at the request of the county, city, or multicounty department, or consortium, and authorized to submit the application. The county, city, or multicounty department, or consortium, shall be the grantee and receive any grant funds if awarded a grant, even if the educational entity is designated as the lead agency and submits the application.
- B. Funding
 - i. A total of \$75 million is available for this procurement. If additional funds become available during this procurement, they shall be awarded to applicants who submitted an

application and were not awarded a grant. Awards will be based on the same criteria stated in this procurement.

ii. Unspent funds and unspent accumulated interest at the end of the four-year grant cycle (contract term) shall be returned to the MHSOAC within 30 days.

C. Grant Cycle

- i. Grants will be awarded for a four-year grant cycle with funds allocated in quarterly installments. Grant disbursements will be subject to the County's compliance with the RFA requirements as submitted through their application, which will be incorporated into the contract.
- ii. In order to assist counties in managing their contract there will be monthly check-in meetings either in-person, by phone or some other agreed upon arrangement. The intent is for the County to provide a status on their program including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues.
- iii. The MHSOAC may withhold funds from a County who fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If a County finds itself in this position, the County shall immediately contact the MHSOAC and provide a mitigation plan to address the contractual program deficiency. The MHSOAC may withhold funds until an agreed upon mitigation plan is presented and accepted by the MHSOAC.

D. Grant Apportionment

- i. The MHSOAC will apportion the funds based on population and grant category.
- ii. Population
 - 1. Funding caps for each population designation are listed below.
 - 2. County and city behavioral health department population designations are defined for the purposes of the RFA as follows:
 - Small (Less then, or equal to 200,000)
 - Medium (Greater than or than 200,000 750,000)
 - Large (Greater than 750,000)
 - 3. Applications from two or more counties and/or city behavioral health departments will be apportioned based on their combined populations.
 - A list of all eligible county mental health departments and their corresponding population designation is provided below. The MHSOAC will use the data at http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-1/documents/E-1 2019 InternetVersion.xls. Below is the data for each county.

Small Designation (≤ 200,000)

County	Population
Alpine County	1,162
Amador County	38,294
Berkeley City	123,328
Calaveras County	45,117
Colusa County	22,117
Del Norte County	27,401
El Dorado County	191,848
Glenn County	29,132
Humboldt County	135,333
Imperial County	190,266
Inyo County	18,593
Kings County	153,710
Lake County	65,071
Lassen County	30,150
Madera County	159,536
Mariposa County	18,068
Mendocino County	89,009
Modoc County	9,602
Mono County	13,616
Napa County	140,779
Nevada County	98,904
Plumas County	19,779
San Benito County	62,296
Shasta County	178,773
Sierra County	3,213
Siskiyou County	44,584
Sutter-Yuba County	175,406
Tehama County	64,387
Trinity County	13,688
Tuolumne County	54,590

Medium Designation

(> 200,000 - 750,000)

County	Population
Butte County	226,466
Marin County	262,879
Merced County	282,928
Monterey County	445,414
Placer County	396,691
San Luis Obispo County	280,393
Santa Barbara County	454,593
Santa Cruz County	274,871
Solano County	441,307
Sonoma County	500,675
Stanislaus County	558,972
Tri-City	224,022
Tulare County	479,112
Yolo County	222,581

Large Designation

(> 750,000)

County	Population
Alameda County	1,669,301
Contra Costa County	1,155,879
Fresno County	1,018,241
Kern County	916,464
Los Angeles County	10,253,716
Orange County	3,222,498
Riverside County	2,440,124
Sacramento County	1,546,174
San Bernardino County	2,192,203
San Diego County	3,351,786
San Francisco County	883,869
San Joaquin County	770,385
San Mateo County	774,485
Santa Clara County	1,954,286
Ventura County	856,598

- iii. Grant Categories
 - 1. There are 2 categories of grants.
 - 2. A County may apply to only one of the grant categories. It is the decision of the County to determine which Category they will apply for and provide the appropriate support that meets the selected Category requirements:
 - a. Category 1 (Existing Partnership) An existing Partnership for purposes of this RFA is one that has been in existence for at least 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:
 - County Office of Education
 - Charter school
 - School district
 - b. Category 2 (New or Emerging Partnership) A New or Emerging Partnership for purposes of this RFA is one that was not in existence prior to this RFA or has been in existence for less than 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:
 - County Office of Education
 - Charter School
 - School district
 - c. All other requirements in the RFA are the same for Category 1 and Category 2 grants.
 - 3. Grants will be awarded based on the following population designations and Grant category:

County Designation	Number of Grants Category 1	Number of Grants Category 2	Amount of each Grant	Total
Small	2	4	\$2,500,000	\$15,000,000
Medium	4	2	\$4,000,000	\$24,000,000
Large	4	2	\$6,000,000	\$36,000,000
TOTAL				\$75,000,000

E. Allowable Costs

- i. Grant funds must be used as proposed in the grant Application approved by the MHSOAC as follows:
 - 1. Allowable costs include:
 - Personnel and/or peer support.
 - At least 90 percent of the personnel costs must be for personnel who are dedicated to delivering services.
 - For example, if 75% of the total program budget is proposed for personnel, 90% of that 75% must be dedicated to personnel delivering services.
 - The amount budgeted for administration costs shall not exceed 15 percent of the total budget grant amount, annually, and includes any administrative costs associated with contracted personnel.
 - Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
 - Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
 - i. Services provided on school campuses
 - ii. Suicide prevention services
 - iii. Drop-out prevention services
 - iv. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
 - v. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
 - Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission.
 - Grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.
 - 3. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant.

VI. SCHOOL DISTRICT ENROLLMENT

The RFA requires enrollment counts for school districts included in the Application.

For the purpose of this RFA, the enrollment data that will be used is the California Department of Education Enrollment Data by School (Primary Enrollments) for 2018-19 (https://www.cde.ca.gov/ds/sd/sd/filesenr.asp).

This information is provided in **Appendix 1** - Enrollment by School District and County.

VII. INFORMATION REQUIRED IN THE GRANT APPLICATION

A. GRANT APPLICATION COVER SHEET

Enter the name of all organizations involved with the Partnership and Grant Application on **ATTACHMENT 1** – Grant Application Cover Sheet

B. MINIMUM REQUIREMENTS

The Applicant must choose either Category 1 – Existing Partnerships or Category 2 – New or Emerging Partnerships. Each Applicant must meet the minimum qualifications below for the category selected. The Applicant shall include documentation and reference the documentation within the Proposal that verifies each qualification (see **ATTACHMENT 3**). It is the decision of the Applicant to determine which Category they will apply for and provide the appropriate support that meets the selected Category requirements.

- i. Category 1 Existing Partnerships
 - 1. An existing Partnership for purposes of this RFA is one that has been in existence for at least 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:
 - County Office of Education
 - Charter school
 - School district
- ii. Category 2 New or Emerging Partnerships
 - 2. A New or Emerging Partnership for purposes of this RFA is one that was not in existence prior to this RFA or has been in existence for less than 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:
 - County Office of Education

- Charter School
- School district
- iii. Evidence of Established Partnership
 - 1. State the number of years the Partnership has been in existence
 - 2. Provide support of when the Partnership started. Support can be an MOU, service agreement, or other type of agreement between all of the entities formalizing the Partnership and dated.
 - 3. Provide support that the Partnership is in existence as of the application due date. This can include an MOU, service agreement, or other type of agreement between all of the entities with a current 2020 date.

C. APPLICANT BACKGROUND

Applicants must respond (Responding N/A is acceptable, but requires an explanation) to the following requirements on **ATTACHMENT 4**:

- i. Partnership Background
 - 1. What is the vision, mission, objective of the Partnership and how is it accomplished?
 - 2. What entities are involved? List them individually.
 - a. County Mental or Behavioral Health Department
 - i. Is this a Single or multi-county collaborative? If multi-county, list the names of the counties.
 - b. County Office of Education
 - c. Charter School
 - d. School Districts
 - i. Provide enrollment numbers for each school district listed. See Appendix 1 -Enrollment by School District and County
 - a. If school district is not listed on Appendix 1, identify the school district, the enrollment numbers (permanent students) and provide support for the enrollment numbers.
 - b. Once verified, the Applicant will receive credit for the additional enrollment counts provided.
 - e. Schools, if the whole school district is not included in the Partnership
 - i. Provide enrollment numbers for each school listed. See Appendix 1 -Enrollment by School District and County
 - a. If school is not listed on Appendix 1, identify the school, the enrollment numbers (permanent students) and provide support for the enrollment numbers.
 - b. Once verified, the Applicant will receive credit for the additional enrollment counts provided.

3. Governance Structure

- a. Describe the governance structure of the County Educational Entities Partnership.
- b. What is the role of the governance group and what are the decision-making responsibilities given to it?
- c. Who is involved and what are the roles of each?
- d. Include an organization chart which lists all entities and their roles.
- e. State how often the governance group meets. Are these regularly scheduled meetings, ad hoc meetings, or a combination?
 - i. Provide copy of any bylaws, motion, or some other agreement identifying the number of times the Governing body meets.
 - ii. Provide agendas, meeting minutes, or public notifications of the meetings to show that the governing body has met over the past year.
- 4. Describe the sources of funds supporting the Partnership
 - a. How much is from Medi-Cal, annually?
 - b. How much is from the county, annually?
 - i. What are the sources of the county funds?
 - ii. Is this permanent, one-time, or temporary funding?
 - c. How much is from the school district/Local Educational Agency (LEA), annually?
 - i. What are the sources of the school district/LEA funds?
 - ii. Is this permanent, one-time, or temporary funding?
 - d. How much is from the State, annually?
 - i. What are the sources of the State funds?
 - ii. Is this permanent, one-time, or temporary funding?
 - e. How much is from other sources (e.g. Private donors), annually?
 - i. What are the sources of the Other funds?
 - ii. Is this permanent, one-time, or temporary funding?

D. PROPOSED PLAN

- i. The Program Plan must demonstrate the Applicant's ability to meet all specified qualifications, requirements, and standards set forth in the RFA. The Program Plan will include, among other things, a description of the current Existing Partnership, or New or Emerging Partnership, and the proposed grant program. Complete **ATTACHMENT 5**.
- ii. Describe how the grant funds will be used to support the goals of the RFA, specifically address how funds will be used for the requirements listed below. If the proposed plan does not specifically include any programs or services to address the requirements listed below, explain how the county is addressing those requirements (i.e., through programs and services) and how the Partnership will provide linkages to those county programs and services.
 - 1. Preventing mental illnesses from becoming severe and disabling.

- 2. Improving timely access to services for underserved populations.
- 3. Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.
- 4. Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services.
- 5. Reducing discrimination against people with mental illness.
- 6. Preventing negative outcomes in the targeted population, including, but not limited to:
 - a. Suicide and attempted suicide
 - b. Incarceration
 - c. School failure or dropout
 - d. Unemployment
 - e. Prolonged suffering
 - f. Homelessness
 - g. Removal of children from their homes
 - h. Involuntary mental health detentions
- 7. That the plan includes a description of the following:
 - a. The need for mental health services for children and youth, including campusbased mental health services, as well as potential gaps in local service connections
 - i. Identify the needs and how they were determined (e.g. Needs assessment)
 - b. The proposed use of funds, which shall include, at a minimum, that funds will be used to provide personnel or peer support
 - c. How the funds will be used to facilitate linkages and access to ongoing and sustained services, including, but not limited to, objectives and anticipated outcomes
 - d. The Partnership's ability to do all of the following:
 - i. Obtain federal Medicaid or other reimbursement, including Early and Periodic Screening, Diagnostic, and Treatment funds, when applicable, or to leverage other funds, when feasible
 - ii. Collect information on the health insurance carrier for each child or youth, with the permission of the child or youth's parent, to allow the partnership to seek reimbursement for mental health services provided to children and youth, where applicable
 - iii. Engage a health care service plan or a health insurer in the mental health partnership, when applicable, and to the extent mutually agreed to by the partnership and the plan or insurer
 - iv. Administer an effective service program and the degree to which mental health providers and educational entities will support and collaborate to accomplish the goals of the effort

- v. Connect children and youth to a source of ongoing mental health services, including, but not limited to, through Medi-Cal, specialty mental health plans, county mental health programs, or private health coverage
- vi. Continue to provide services and activities under this program after grant funding has been expended
- vii. Screen students for risk factors related to trauma or other mental health conditions, with emphasis on Pre-K through 3rd grade.
- viii. Collect data on program implementation and measures of student well-being.
- 8. The plan must also address facilitating linkages and access to ongoing and sustained services, including:
 - a. Services provided on school campuses
 - b. Suicide prevention services
 - c. Drop-out prevention services
 - d. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
 - e. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
- 9. Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission

E. PROGRAM IMPLEMENTATION PLAN

- i. The purpose of the Program Implementation Plan is to illustrate the critical steps in starting the proposed programs and to identify any challenges associated with implementation. By requiring the Program Implementation Plan to be completed prior to submission, counties and educational entities will be better equipped to begin serving students within 90 days of grant award.
- ii. Plan Narrative (ATTACHMENT 6)
 - 1. Describe how the Applicant will implement the proposed program described in the Proposed Plan in Section VII.D. above.
 - 2. Provide the following:
 - a. Recruitment strategy for each position. Clearly identify if the staff will be an employee, contracted staff, or other.
 - b. Expected hiring date for each position.
 - 3. Retention strategy for staff.

a. Including training plan

- 4. Describe how staff/personnel will be used. Each position should be described individually, including individuals with lived experience (peer providers/parent partners, etc.). List the activities to be performed by each position to be hired through this grant.
- 5. List any other community partner collaborative entities that are involved with the proposed plan.
- 6. Partnership training plan.
- 7. Care coordination plan with ongoing mental health providers.
- 8. How access to protected health information (PHI) will be ensured.
 - a. Describe how data will be shared between partners and the steps to be taken to protect the data.
- 9. An assessment of any risks, challenges, or barriers to program implementation. Stating that there are no risks, challenges, or barriers is not an acceptable response and may be grounds for disqualification as it implies an assessment was not performed.
 - a. State each risk, challenge, or barrier and describe how each will be addressed to minimize the impact on program success.
- iii. Plan Timeline (ATTACHMENT 7)
 - 1. Provide a Plan Timeline for the requirements detailed in the Plan Narrative. The Timeline should agree with the Narrative and contain activities and milestones to ensure success of the Implementation Plan.
 - 2. List the key activities and milestones in your plan over the 4 years of the contract
 - a. Key activities and milestones include hiring and key expenditures outside of hiring and administration.
 - 3. List the proposed date when each activity and milestone would be completed.
- iv. Sustainability Plan (ATTACHMENT 8)
 - 1. The purpose of requiring Applicants to write a Sustainability Plan is to ensure that any system improvements created by the grants are sustainable after the grant cycle ends. Applicants are required to include information on the steps they will take to help build their sustainability capacity.
 - 2. The Sustainability Plan shall include the following:
 - a. A plan to ensure the continuation of positive program impacts on the system of care after the MHSSA grant cycle ends.
 - b. The strategy and key milestones to maintain any increase in access, linkages, and diversions to appropriate levels of care that resulted from the MHSSA program.
 - c. The plan to acquire additional/new funding to sustain the program after the grant cycle ends.
 - i. Describe your ability to get Medi-Cal reimbursement for your program

- ii. Describe your ability to get/commit local (County, School, etc.) funds to support and sustain your proposed program during the term of this grant.
 - a. Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source
 - 1. Source of funds
 - 2. Amount committed for Grant Year 1, 2, 3, and 4 (contract term).
- iii. Describe your ability to commit known State/Local funds (e.g. Mental Health Services Fund, etc.) for matching in order to support and sustain your proposed program during the term of this grant and beyond. (This does not include the grant funds that you are applying for with this application.)
 - a. Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source
 - 1. Source of funds
 - 2. Amount committed for Grant Year 1, 2, 3, and 4 (contract term)
- iv. Describe your ability to commit private or other funds for matching to support and sustain your proposed program during the term of this grant and beyond. Identify the source of the funds.
 - a. Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source
 - 1. Source of funds
 - 2. Amount committed for Grant Year 1, 2, 3, and 4 (contract term)
- 3. Describe how the school-county Partnership will continue after the funding for this grant ends. Include funding streams from private and public sources.
 - a. Also include a plan for continued access to program data derived from the Partnership.
- v. Program Communications Plan
 - It is the intent of the MHSSA to increase access and linkage to mental health services for students and their families. An important aspect of increasing access and linkage to mental health services is to increase the community's awareness of those services. Complete ATTACHMENT 9.
 - a. Provide a plan as to how you will increase awareness of and access and linkage to mental health services for students and their families
 - b. The MHSOAC will require that the Partnership provide information on their website(s). Include this in your plan and describe how you will provide the information on your website.
 - 2. Identify how you measure success of your communication plan
 - 3. List what you want to accomplish with this plan, on a quarterly basis.

F. BUDGET REQUIREMENTS

- i. Budget Requirements
 - 1. Budget Worksheet (ATTACHMENT 10)
 - a. On an annual basis:
 - i. List the costs per staff, peer, personal, etc.
 - ii. List all other budgeted costs
 - iii. List your proposed Administration cost, not to exceed 15% of the annual budget
 - iv. The total amount of the budget over the 4 years, must agree with the grant amount identified for your population designation.
 - 2. Budget Narrative (ATTACHMENT 11)

The **Budget Narrative** (ATTACHMENT 11) must be prepared in conjunction with the Budget Worksheet (ATTACHMENT 10).

- a. Hire Staff
 - For each "Hire Staff" listed on the Budget Worksheet, explain how the salaries were determined and provide support for the stated salary. For example, state the classification and provide the published salary range for the employee in the stated classification;
 - ii. Provide a statement for each classification listed on the Budget Worksheet as to the time base (Full Time Equivalent) of work proposed. State this as a percentage for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4;
- b. Personnel Services Benefits
 - Explain what is included in the cost and how were the costs determined.
 Provide support for the costs. For example, provide published guidance from HR (or some other entity) stating percentage of salary or actual dollars used for employee benefits, including medical, retirement, taxes, etc.;
- c. Hire Contractors or other non-staff
 - For each "Hire Contractors or other non-staff" listed on the Budget Worksheet, explain how the costs were determined and provide support for the stated cost. For example, support could include an existing or new contract which states the classification, the cost, and time period in order to support the requested funds for each fiscal year;
 - ii. Provide a statement for each classification listed on the Budget Worksheet as to the Full Time Equivalent of the proposed work. State this as a percentage

for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4.

- d. Other Costs (non-staff and non-contracted services)
 - For each "Other Costs (non-staff and non-contracted services)" listed on the Budget Worksheet, explain what the costs are for, how the costs were determined and provide support for the stated cost. For example, training could be supported through a published catalog of classes and rates;

VIII. EVALUATION

Grantees shall employ staff through the grant for MHSSA data gathering, submission of relevant data, and submission of program implementation and summary program evaluations to the MHSOAC. Evaluation of the grantee of their respective MHSSA funded program is mandatory.

Evaluation activities are intended to provide counties and the MHSOAC with data related to program impact and individual experience, and to demonstrate program effectiveness throughout the grant cycle. It is intended that the results from the local evaluations by the grantees will yield best practices for school-based mental health partnerships, number of students served, demographics, data on linkage to ongoing mental health services, and comparison data on negative outcomes of untreated mental health conditions e.g. suicide, school failure, and out of home placement.

Grantees will be required to collect relevant person identified-level data. If requested, grantees will also be required to provide access to the MHSOAC to all relevant person identified-level data collected and maintained by the Grantees. Grantees will be required to ensure that county partners grant access to the MHSOAC to all relevant person identified-level data.

IX. REPORTING

Grantees will be required to provide information to the MHSOAC on a quarterly basis within 30 days after the end of each reporting period. The MHSOAC may modify the reporting date to better fit in with a Grantee's normal month-end financial cycle.

The following reports are required to be submitted:

A. HIRING REPORT

The Hiring Report shall include the following:

i. List each type of personnel hired by the county and/or hired as a contractor (e.g., peers, social workers, nurses, clinicians, mental health workers, etc.). Identify which staff are county staff and which are contract

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- ii. List of personnel at service locations/points of access (e.g., school sites).
 - 1. Access point location and addresses must be identified. If an address is not possible, clearly identify the area in which the access point(s) will be (i.e., provide detailed description)
- iii. The Hiring Report template that will be used during this grant term will be provided to the grantee at the start of the contract

B. EVALUATION DATA

Grantees will be required to provide data based on the specifications and timelines defined by and agreed to in the contract with the MHSOAC.

C. EXPENDITURE INFORMATION

Grantees will be required to report all Grant expenditure information in the Annual Fiscal Report within 30 days of the end of the grant year. Grantees showing unexpended grant funds at the end of the contract term will be required to remit those unexpended grants funds back to the MHSOAC.

X. APPLICATION INSTRUCTIONS

A. APPLICANT ADMONISHMENT

This procurement will follow an approach designed to increase the likelihood that Applicants have a full understanding of the requirements before attempting to develop their Applications.

It is the Applicant's responsibility to:

- i. Carefully read the entire solicitation.
- ii. Ask appropriate questions in a timely manner, if clarification is necessary.
- iii. Submit all required responses by the required dates and times.
- iv. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed.
- v. Carefully re-read the entire solicitation before submitting an Application.

B. WRITTEN QUESTIONS

The MHSOAC website (<u>www.MHSOAC.ca.gov</u>) and Cal eProcure (<u>www.caleprocure.ca.gov</u>) will be used to communicate with prospective Applicants. Information and ongoing communications for this solicitation will be posted at each location.

Only questions submitted in writing and answered in writing by the Procurement Official shall be binding and official. Written questions must be submitted by email to the Procurement Official identified in section X.C, Procurement Official, using ATTACHMENT 15, Questions Template. All written questions submitted by the deadline, specified in the Key Action Dates (Table V-1), will **21** | P a g e

be responded to by the MHSOAC. At its discretion, MHSOAC reserves the right to contact an Applicant to seek clarification of any inquiry received

Any changes to the RFA will be made in the form of an addendum. Please note that no verbal information given will be binding upon the MHSOAC unless such information is confirmed in writing as an official addendum.

C. PROCUREMENT OFFICIAL

The Procurement Official is the MHSOAC's designated authorized representative regarding this procurement.

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

Cheryl Ward, Procurement Official Mental Health Services Oversight and Accountability Commission 1325 J Street, Suite 1700 Sacramento, CA 95814 E-mail: mhsoac@mhsoac.ca.gov

D. INTENT TO APPLY

Applicants who want to participate in the solicitation shall submit a completed Intent to Apply (ATTACHMENT 2), by the date specified on Table V-1, Key Action Dates. This document shall be emailed to the Procurement Official identified in section X.C. Only those Applicants who submit an Intent to Apply will be eligible to apply for this Grant. Correspondence to an Applicant regarding this solicitation will only be given to the Applicant's designated contact person.

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

E. SOLICITATION DOCUMENT

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

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If an Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Applicant shall immediately notify the Procurement Official identified in section X.C, of such error in writing and request clarification or modification of the document.

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

F. CONFIDENTIALITY

Applicant material becomes public only after the notice of Intent to Award is released. If material marked "confidential," "proprietary," or "trade secret" is requested pursuant to the California Public Records Act, Government Code Section 6250 et seq., the MHSOAC will make an independent assessment whether it is exempt from disclosure. If the MHSOAC disagrees with the Applicant, the MHSOAC will notify the Applicant and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The Applicant should be aware that marking a document "confidential" or "proprietary" in a Bid may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the MHSOAC not to release the document.

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

G. ADDENDA

The MHSOAC may modify the solicitation prior to Contract award by issuance of an addendum to all Applicants who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively.

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

H. APPLICANT'S COST

Costs for developing the Application are the responsibility entirely of the Applicant and shall not be chargeable to the MHSOAC.

I. SIGNATURE OF BID (APPLICATION)

A cover letter (which shall be considered an integral part of the Application) and any bid form requiring signature, must be signed by an individual who is authorized to bind the bidding Partnership contractually. The signature block must indicate the title or position that the individual holds in the Partnership. An unsigned Application may be rejected.

J. FALSE OF MISLEADING STATEMENTS

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

K. DISPOSITION OF APPLICATIONS

All materials submitted in response to this solicitation will become the property of the State of California and will be returned only at the MHSOAC's option and at the Applicant's expense. At a minimum, the master copy of the Application shall be retained for official files and will become a public record after the Notification of Intent to Award is posted. However, materials the MHSOAC considers as confidential information will be returned upon request of the Applicant.

L. APPEALS

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

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

Applicant Name Street Address City, State, Zip Code

> APPEAL LETTER: RFA MHSSA _001 Grant Award Cheryl Ward, Procurement Official Mental Health Services Oversight and Accountability Commission 1325 J Street, Suite 1700, Sacramento, California 95814

- 1. Within five (5) working days from the date the MHSOAC receives the Intent to Appeal letter, the protesting Applicant must file with the MHSOAC at the above address a Letter of Appeal detailing the grounds for the appeal. The only acceptable delivery method for the Letter of Appeal is by a postal service (United States Post Office, Federal Express, etc.). The Letter of Appeal cannot be hand delivered by the Applicant, faxed or sent by electronic mail. Any Letter of Appeal received without an original signature and/or by a delivery method other than a postal service will not be considered.
- 2. The Letter of Appeal must describe the factors that support the Applicant's claim that the appealing Applicant would have been awarded the contract had the MHSOAC correctly applied the prescribed evaluation rating standards in the RFA or if the MHSOAC had followed the evaluation and scoring methods in the RFA. The Letter of Appeal must identify specific information in the Application that the Applicant believes was overlooked or misinterpreted. The Letter of Appeal may not provide any additional information that was not included in the original Application.
- 3. If a Letter of Appeal is filed, the contract shall not be awarded until the MHSOAC has reviewed and resolved the appeal.

The Executive Director of the MHSOAC will render a decision in writing to the appeal and the decision will be considered final. The written decision will be sent to the appealing Applicant via a postal service.

XI. APPLICATION SUMISSION INSTRUCTIONS

This section contains the format requirements and instructions on how to submit an Application. The format is prescribed to assist the Applicant in meeting State bidding requirements and to enable the MHSOAC to evaluate each Application uniformly and fairly. Applicants must follow all Application format instructions, answer all questions, and supply all required documents.

A. REQUIRED DOCUMENTS

Applications shall include all required attachments and be organized in the following order:

- Attachment 1: Application Cover Sheet
- Attachment 2: Intent to Apply
- Attachment 3: Minimum Requirements
- Attachment 4: Applicant Background
- Attachment 5: Proposed Plan
- Attachment 6: Program Implementation Plan Plan Narrative
- Attachment 7: Program Implementation Plan Plan Timeline
- Attachment 8: Program Implementation Plan Sustainability Plan
- Attachment 9: Program Communications Plan
- Attachment 10: Budget Worksheet
- Attachment 10-1: Budget Instructions
- Attachment 11: Budget Narrative
- Attachment 12: Final Submission Checklist
- Attachment 13: Payee Data Record (Std 204)

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

B. REQUIRED FORMAT FOR AN APPLICATION

Applications shall be submitted in three-ring binders with tabs between each section. A Table of Contents shall be included and all pages shall be numbered. An electronic copy of the Application on a USB drive must be submitted to MHSOAC with the physical copies. Applications must comply with all RFA requirements. Before submitting a response to this RFA, Applicants should review the Application, correct all errors, and confirm compliance with the RFA requirements. Not complying with all of the RFA requirements is cause for an Application to be rejected.

C. NUMBER OF COPIES

Applicants must submit one (1) original Application plus four (4) paper copies of the Application. All hard copy submittals must use clearly marked tabs, page numbers and table of contents for effective access to the Applicant's material. The original Application must be marked "MASTER." All documents contained in the original Application package must have wet signatures and must be signed by a person who is authorized to bind the proposing Partnership. All additional Application sets may contain photocopies of the original package. If discrepancies exist between

two (2) or more copies of the Application, the Application may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies

The original Application package, all required copies, and the electronic copy of the Application must be submitted together by the due date. If they are not submitted together by the due date the Application will be considered non-compliant.

D. PACKAGING AND LABELING

Applications must be received by February 28, 2020 no later than 4:00 p.m. Pacific Time for Category 1 – Existing Partnerships, and May 8, 2020 no later than 4:00 p.m. Pacific Time for Category 2 – New or Emerging Partnerships. Applications must be in a sealed package and must be delivered in person, by a postal service (United States Post Office, Federal Express, etc.), or by overnight delivery. Faxed and emailed Applications will not be accepted. It is not sufficient to postmark Applications by this date or to leave the Applications at the MHSOAC without a MHSOAC staff member confirming delivery. This office is open 8:00 a.m. to 5:00 p.m., Monday-Friday except state holidays.

Please mail or deliver the Application to the address listed below. Include the following label information and deliver your Application in a sealed package:

Applicant Name Street Address City, State, Zip Code

> DO NOT OPEN RFA MHSSA _001 Cheryl Ward, Procurement Official Mental Health Services Oversight and Accountability Commission 1325 J Street, Suite 1700, Sacramento, California 95814

All Applications must be submitted under sealed cover and received by the MHSOAC by the date and time shown above. Late Applications will not be accepted regardless of the method sent. Applicant assumes all risk of late delivery by any method. Applications received after the deadline will be rejected without review. Incomplete submissions may be rejected without review.

E. OTHER ATTACHMENTS

There are many attachments included in this RFA. Many of them are described within the body of this RFA in their appropriate sections. The remaining attachments will be explained here.

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ATTACHMENT 13, Payee Data Record (Std 204), is required to receive a payment from the State of California and is completed in lieu of an IRS W-9 or W-7. The information provided is used to populate the check (warrant) when payments are made. In addition, the information is used for California state agencies to prepare Information Returns (Form1099).

ATTACHMENT 14, Sample Contract, provides an example of the resulting contract that will be awarded. Nothing is required to be done at this time in responding to the RFA:

EXHIBIT A – Scope of Work, includes the scope of work to be performed under this contact, contact information for the duration of the contract, contract term, deliverables, termination and amendment clauses. The Proposal will be included by reference in this Exhibit. This is only a sample of Exhibit A and does not represent the actual exhibit to be included in the contract.

EXHIBIT B – Budget Detail and Payment Provisions include the invoicing and payment process and budget contingency clause, which states that the contract is in force as long as the budget is appropriated to cover this contract. Since the contract covers multiple fiscal years, funds need to be approved as part of the Governor's annual budget at the start of each fiscal year. This is only a sample of Exhibit B and the actual exhibit may differ.

EXHIBIT C – General Terms and Conditions are the rules covering this contract and are standard language on all non-information technology contracts. This document is the actual document to be included in the contract.

EXHIBIT D – Special Terms and Conditions are the rules specific to the MHSOAC for this contract and covers areas not addressed in the General Terms and Conditions. This document is the actual document to be included in the contract.

XII. APPLICATION SCORING

This section explains how the Applications will be scored.

A. APPLICATION SCORING

Applications will be separated for each designated population (small, medium, and large), and evaluated as part of their population designation.

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

Evaluation will be conducted in the following areas:

- Mandatory Requirements
- Scored Requirements
- Budget Worksheet

Each of these areas are described below.

B. MANDATORY REQUIREMENTS

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

For clarification, the submission of an Intent to Apply is a mandatory requirement and will be evaluated as Pass/Fail.

C. SCORED REQUIREMENTS

Requirements, Section VII. (ATTACHMENT 3 through ATTACHEMENT 11) will be scored.

Scoring criteria is listed below.

SCORING CRITERIA APPLICATION			
Response does not address the requirement	Response is partially complete (less than 50%)	Response is partially complete (50% or more)	Response is fully complete
0% of available points	25% of available points	50% of available points	100% of available points

Total points available

	Requirement	
		Points Available
	ADMINISTRATIVE REQUIREMENTS	
1	INTENT TO APPLY	Pass/Fail
2	A. GRANT APPLICATION COVER SHEET	Pass/Fail
3	B. MINIMUM REQUIREMENTS	Pass/Fail
	SCORED REQUIREMENTS	

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4	C. APPLICANT BACKGROUND	Pass/Fail
		400
5	D. PROPOSED PLAN	3,000
6	E. PROGRAM IMPLEMENTATION PLAN	7,000
7	F. BUDGET REQUIREMENTS	1,000
8	OTHER SCORING	3,600
	TOTAL POINTS AVAILABLE	15,000

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

No.	Requirement	Points Available
X. APPLI	CATION INSTRUCTIONS	
D	INTENT TO APPLY	
D	Applicants who want to participate in the solicitation shall submit a completed Intent to Apply	Pass / Fail
VII. INFC	RMATION REQUIRED IN THE GRANT APPLICATION	
A	GRANT APPLICATIONS COVER SHEET	
A.	Enter the name of all organizations involved with the Partnership and Grant Application on ATTACHMENT 1 – Grant Application Cover Sheet	Pass / Fail
В.	MINIMUM REQUIREMENTS	
B.i./ii.	The Applicant must choose either Category 1 – Existing Partnerships or Category 2 – New or Emerging Partnerships	Pass / Fail
B.iii.1.	State the number of years the Partnership has been in existence	Pass / Fail
B.iii.2.	Provide support of when the Partnership started. Support can be an MOU, service agreement, or other type of agreement between all of the entities formalizing the collaborative and dated	Pass / Fail
B.iii.3.	Provide support that the Partnership is in existence as of the application due date. This can include an MOU, service agreement, or other type of agreement between all of the entities with a current 2020 date	Pass / Fail

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C.	APPLICANT BACKGROUND	
C.i.1.	What is the vision, mission, objective of the Partnership and how is it accomplished?	Pass / Fail
C.i.2.a.	County Mental or Behavioral Health Department	Pass / Fail
C.i.2.a.i.	Is this a Single or multi-county collaborative? If multi-county, list the names of the counties.	Pass / Fail 400
C.i.2.b.	County Office of Education	Pass / Fail
C.i.2.c.	Charter School	Pass / Fail
C.i.2.d.	School Districts	Pass / Fail
C.i.2.d.i.	Provide enrollment numbers for each school district listed. See Appendix 1 - Enrollment by School District and County	Pass / Fail
C.i.2.e.	Schools, if not the whole district	Pass / Fail
C.i.2.e.i.	Provide enrollment numbers for each school listed. See Appendix 1 - Enrollment by School District and County	Pass / Fail
C.i.3.a.	Describe the governance structure of the County – Educational Entities partnership	Pass / Fail
C.i.3.b.	What is the role of the governance group and what are the decision- making responsibilities given to it?	Pass / Fail
C.i.3.c.	Who is involved and what are the roles of each?	Pass / Fail
C.i.3.d.	Include an organization chart which lists all entities and their roles.	Pass / Fail
C.i.3.e.	State how often the governance group meets. Are these regularly scheduled meetings, ad hoc meetings, or a combination?	Pass / Fail
C.i.3.e.i.	Provide copy of any bylaws, motion, or some other agreement identifying the number of times the Governing body meets.	Pass / Fail
C.i.3.e.ii.	Provide agendas, meeting minutes, or public notifications of the meetings to show that the governing body has met over the past year.	Pass / Fail
C.i.4.	Describe the sources of funds supporting the Partnership	Pass / Fail

C.i.4.a.	How much is from Medi-Cal, annually?	Pass / Fail
C.i.4.b.	How much is from the county, annually?	Pass / Fail
C.i.4.b.i.	What are the sources of the county funds?	Pass / Fail
C.i.4.b.ii.	Is this permanent, one-time, or temporary funding?	Pass / Fail
C.i.4.c.	How much is from the school district/Local Educational Agency (LEA), annually?	Pass / Fail
C.i.4.c.i.	What are the sources of the school district/LEA funds?	Pass / Fail
C.i.4.c.ii.	Is this permanent, one-time, or temporary funding?	Pass / Fail
C.i.4.d.	How much is from the State, annually?	Pass / Fail
C.i.4.d.i.	What are the sources of the State funds?	Pass / Fail
C.i.4.d.ii.	Is this permanent, one-time, or temporary funding	Pass / Fail
C.i.4.e.	How much is from other sources (e.g. Private donors), annually?	Pass / Fail
C.i.4.e.i.	What are the sources of the Other funds?	Pass / Fail
C.i.4.e.ii.	Is this permanent, one-time, or temporary funding?	Pass / Fail
D.	PROPOSED PLAN	
D.ii.1.	Preventing mental illnesses from becoming severe and disabling	100
D.ii.2.	Improving timely access to services for underserved populations	100
D.ii.3.	Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses	100
D.ii.4.	Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services	100
D.ii.5.	Reducing discrimination against people with mental illness	100
D.ii.6.a.	Suicide and attempted suicide	50
D.ii.6.b.	Incarceration	50

D.ii.6.c.	School failure or dropout	50
D.ii.6.d.	Unemployment	50
D.ii.6.e.	Prolonged suffering	50
D.ii.6.f.	Homelessness	50
D.ii.6.g.	Removal of children from their homes	50
D.ii.6.h.	Involuntary mental health detentions	50
D.ii.7.a.	The need for mental health services for children and youth, including campus-based mental health services, as well as potential gaps in local service connections	100
D.ii.7.a.i.	Identify the needs and how they were determined (e.g. Needs assessment)	200
D.ii.7.b.	The proposed use of funds, which shall include, at a minimum, that funds will be used to provide personnel or peer support	200
D.ii.7.c.	How the funds will be used to facilitate linkages and access to ongoing and sustained services, including, but not limited to, objectives and anticipated outcomes	100
D.ii.7.d.i.	Obtain federal Medicaid or other reimbursement, including Early and Periodic Screening, Diagnostic, and Treatment funds, when applicable, or to leverage other funds, when feasible	100
D.ii.7.d.ii	Collect information on the health insurance carrier for each child or youth, with the permission of the child or youth's parent, to allow the partnership to seek reimbursement for mental health services provided to children and youth, where applicable	100
D.ii.7.d.iii	Engage a health care service plan or a health insurer in the mental health partnership, when applicable, and to the extent mutually agreed to by the partnership and the plan or insurer	100
D.ii.7.d.iv	Administer an effective service program and the degree to which mental health providers and educational entities will support and collaborate to accomplish the goals of the effort	100
D.ii.7.d.v	Connect children and youth to a source of ongoing mental health services, including, but not limited to, through Medi-Cal, specialty	100

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	mental health plans, county mental health programs, or private health coverage	
D.ii.7.d.vi	Continue to provide services and activities under this program after grant funding has been expended	100
D.ii.7.d.vi i.	Screen students for risk factors related to trauma or other mental health conditions, with emphasis on Pre-K through 3 rd grade	100
D.ii.7.d.vi ii.	Collect data on program implementation and measures of student well- being	200
D.ii.8.a.	Services provided on school campuses	100
D.ii.8.b.	Suicide prevention services	100
D.ii.8.c.	Drop-out prevention services	100
D.ii.8.d.	Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school	100
D.ii.8.e.	Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services	100
D.ii.9.	Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma- informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission	100
E.	PROGRAM IMPLEMENTATION PLAN	
E.ii.1.	Describe how the Applicant will implement the proposed program described in the Proposed Plan in Section VII.D	500
E.ii.2.a.	Recruitment strategy for each position. Clearly identify if the staff will be an employee, contracted staff, or other	200
E.ii.2.b.	Expected hiring date for each position	200
E.ii.3	Retention strategy for staff	200
E.ii.3.a.	Including training plan	100

E.ii.4.	Describe how staff/personnel will be used. Each position should be described individually, including individuals with lived experience (peer providers/parent partners, etc.). List the activities to be performed by each position to be hired through this grant	400
E.ii.5.	List any other community partner collaborative entities that are involved with the proposed plan	100
E.ii.6.	Partnership training plan	200
E.ii.7.	Care coordination plan with ongoing mental health providers	200
E.ii.8.	How access to protected health information (PHI) will be ensured	200
E.ii.8.a.	Describe how data will be shared between partners and the steps to be taken to protect the data	200
E.ii.9.	An assessment of any risks, challenges, or barriers to program implementation. Stating that there are no risks, challenges, or barriers is not an acceptable response and may be grounds for disqualification as it implies an assessment was not performed	200
E.ii.9.a.	State each risk, challenge, or barrier and describe how each will be addressed to minimize the impact on program success	200
E.iii.1.	Provide a Plan Timeline for the requirements detailed in the Plan Narrative. The Timeline should agree with the Narrative and contain activities and milestones to ensure success of the Implementation Plan	400
E.iii.2.a.	List the key activities and milestones in your plan over the 4 years of the contract. Key activities and milestones include hiring and key expenditures outside of hiring and administration	400
E.iii.3.	List the proposed date when each activity and milestone would be completed	200
E.iv.2.a.	A plan to ensure the continuation of positive program impacts on the system of care after the MHSSA grant cycle ends	400
E.iv.2.b.	This should include the strategy and key milestones to maintain any increase in access, linkages, and diversions to appropriate levels of care that resulted from the MHSSA program	400
E.iv.2.c.i.	Describe your ability to get Medi-Cal reimbursement for your program	100

E.iv.2.c. ii	Describe your ability to get/commit local (County, School, etc.) funds to support and sustain your proposed program during the term of this grant	100
E.iv.2.c. ii.a.	Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source	
E.iv.2.c. ii.a.1.	Source of funds	50
E.iv.2.c. ii.a.2.	Amount committed for Grant Year 1, 2, 3, and 4 (contract term)	200
E.iv.2.c. iii.	Describe your ability to commit known State/Local funds (e.g. Mental Health Services Fund, etc.) for matching in order to support and sustain your proposed program during the term of this grant and beyond.	100
E.iv.2.c. iii.a.	Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source	
E.iv.2.c. iii.a.1.	Source of funds	50
E.iv.2.c. iii.a.2.	Amount committed for Grant Year 1, 2, 3, and 4 (contract term)	200
E.iv.2.c. iv.	Describe your ability to commit private or other funds for matching to support and sustain your proposed program during the term of this grant and beyond. Identify the source of the funds	100
E.iv.2.c. iv.a.	Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source	
E.iv.2.c. iv.a.1.	Source of funds	50
E.iv.2.c. iv.a.2.	Amount committed for Grant Year 1, 2, 3, and 4 (contract term)	200
E.iv.3.	Describe how the school-county Partnership will continue after the funding for this grant ends. Include funding streams from private and public sources	200
E.iv.3.a.	Also include a plan for continued access to program data derived from the Partnerships	250
E.v.1.a.	Provide a plan as to how you will increase awareness of and access and linkage to mental health services for students and their families	200

E.v.1.b.	The MHSOAC will require that the Partnership provide information on their website(s). Include this in your plan and describe how you will provide the information on your website	100
E.v.2.	Identify how you measure success of your communication plan	200
E.v.3.	List what you want to accomplish with this plan, on a quarterly basis	200
F	BUDGET REQUIREMENTS	
F.i.1.	Budget Worksheet	450
F.i.2.a.	Hire Staff	150
F.i.2.b.	Personnel Service Benefits	100
F.i.2.c.	Hire Contractors or other non-staff	150
F.i.2.d.	Other Costs (non-staff and non-contracted services)	150
Other	OTHER SCORING	
1	Ratio of enrolled Students included in the proposed program ÷ total enrolled students in the Applicant's County x 600	600
2	Ratio of Grant amount \div enrolled students included in the proposed program x 600	600
3	Ratio of Medi-Cal funds committed to the proposed program \div Grant amount x 600	600
4	Ratio of Local/LEA funds committed to the proposed program \div Grant amount x 600	600
5	Ratio of State funds committed to the proposed program ÷ Grant amount x 600	600
6	Ratio of Other/Private funds committed to the proposed program ÷ Grant amount x 600	600
TOTAL PC	DINTS	15,000
		1

D. BUDGET WORKSHEET

The Budget for this grant is fixed. Therefore, the only budget worksheet component that will be scored is the reasonableness of the amounts provided. This will be determined based on the support provided for all costs in Section VII.F.2. (ATTACHMENT 11).

E. GRANT AWARD DETERMINATION

- i. Funds will be awarded as follows:
 - 1. If enough compliant applications are received to award all the grants in Category 1 and 2 for each population designation, then
 - a. Awards will be based on the highest score in each population designation for each separate category
 - 2. If enough compliant applications are received to award all the grants in Category 1, but not enough compliant applications are received in Category 2, then
 - a. Awards will be based on the highest score in each population designation for each separate category
 - b. If excess funds are available in Category 2, those funds will be applied to Category
 1 based on the same population designation (e.g. small to small) and awarded based on highest points of those who were not awarded originally.
 - c. If funds are still available after that, the funds will be applied to the combined applications from the remaining population designations for both categories, and awarded based on highest scores until funds run out.
 - 3. If more than enough applications are received in Category 1 for each population designation and more than enough in Category 2 for Medium and Large counties, but not enough in Small
 - a. If excess funds are available in Category 2, those funds will be applied to Category
 1 based on specific population designation (e.g. small to small) and award based on highest points of those who were not funded
 - b. If funds are still available, those funds will be applied to the combined applications from the remaining county sizes in both options and awarded based on highest scores until funds run out
 - 4. If not enough compliant applications are received in Category 1, then
 - a. Awards will be based on the highest score in each population designation for each separate category
 - b. If excess funds are available in Category 1, those funds will be applied to Category
 2 based on the same population designation (e.g. small to small) and awarded based on highest points of those who were not awarded originally.

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c. If funds are still available after that, the funds will be applied to the combined applications from the remaining population designations for both categories, and awarded based on highest scores until funds run out.

ATTACHMENT 1: APPLICATION COVER SHEET

Mental Health Student Services Act of 2019

Grant Application Cover Sheet

Provide the name of the entity submitting the Application in the table below.

Name of Lead County and/or City Mental Health/Behavioral Health Department	Director or Designee Name and Title	
(Sign as Lead Agency or sign to authoriz	signee Signature e the Lead Agency listed below, if not the sy/city)	Date

Name of Lead Agency, if not County and/or City Mental Health/Behavioral Health Department	Director or Designee Name and Title	
Director or Designee Signature		Date

I HEREBY CERTIFY under penalty of perjury that I have the authority to apply for this grant; and that this grant Application is consistent with the terms and requirements of the Commission's Request for Application for the Mental Health Student Services Act.

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If this is a joint effort, list all additional participants to the application. (Add lines as needed)

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

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

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

Name of all school districts in the county partnership in the application (Add lines as needed)
1.
2.

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3.		
4.		

County or City Lead Grant Coordinator Contact Information:

Name:	
Title:	
Email:	
Phone Number:	

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ATTACHMENT 2: INTENT TO APPLY

This Attachment is required to be submitted by the due state stated in Table V-I Key Action Dates.

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

Procurement Official:

Cheryl Ward Mental Health Services Oversight and Accountability Commission 1325 J Street, Suite 1700 Sacramento, CA 95814 <u>Cheryl.Ward@mhsoac.ca.gov</u>

We intend to submit an Application and choose (select one):

Category 1 – Existing Partnership – County collaborative partnership has been in existence at least 2 years from the date the RFA is released.

Category 2 – New or Emerging Partnership – County collaborative partnership has been in existence less than 2 years from the date the RFA is released.

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

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

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

Counties, and/or city mental health/behavioral health departments

1.

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2.	
3.	
4.	

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

Edu	Educational entities (County Office of Education and/or Charter School(s))		
1.			
2.			
3.			
4.			

List all School Districts participating in this application. (Add lines as needed)

Scho	ool Districts
1.	
2.	
3.	
4.	
5.	
6.	

Authorized Signor:

Name (Signature)

Name and Title (Print)

Email

Date

County

Telephone

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ATTACHMENT 3: MINIMUM REQUIREMENTS

Category	
VII. B.i.	Check the box below if selecting Category 1:
	An existing Partnership for purposes of this RFA is one that has been in existence for at least 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following: • County Office of Education • Charter school • School district
VII. B.ii.	Check the box below if selecting Category 2:
	 A New or Emerging Partnership for purposes of this RFA is one that was not in existence prior to this RFA or has been in existence for less than 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following: County Office of Education Charter School School district
	stablished Collaborative
VII. B.iii.1.	State the number of years the Partnership has been in existence:
	years
VII. B.iii.2.	Check the box below if the following is attached behind this page:
	Provide support of when the Partnership started. Support can be an MOU, service agreement, or other type of agreement between all of the entities formalizing the Partnership and dated.
VII. B.iii.3.	Check the box below if the following is attached behind this page:
	Provide support that the Partnership is in existence as of the application due date. This can include an MOU, service agreement, or other type of agreement between all of the entities with a current 2020 date.

ATTACHMENT 4: APPLICANT BACKGROUND

Partnership Ba	ackg	round
VII.C.i.1.	Wh	at is the vision, mission, objective of the Partnership and how is it accomplished?
VII.C.i.2.	Wł	at entities are involved? List them individually?
	a.	County Mental or Behavioral Health Department: 1) 2)
	a.	 Is this a Single or Multi-county collaborative? If Multi-county, list the names of the counties: • • • •
	b.	County Office of Education: 1) 2)
	c.	Charter School: 1) 2)

		School Districts:	Enrollment:
			1)
		1) 2)	2)
			3)
		3)	4)
	4	4)	
	d.	5)	5)
		6)	6)
	<u> </u>	(Add rows as needed)	
		School:	Enrollment:
		1)	1)
		2)	2)
		3)	3)
		4)	4)
	e.	5)	5)
		6)	6)
		(Add rows as needed)	
	<u> </u>		
VII.C.i.3.	<u> </u>		
	60	vernance Structure	
		Describe the governance structure of the County – Education	onal Entities partnership:
	a.		
		What is the role of the governance group and what are the	decision-making
	b.	responsibilities given to it?	
	5		

	Who is involved and what are the roles of each?
	Person and Title:
	Role:
	Person and Title:
	Role:
	Person and Title:
	Role:
	Deveen and Titles
c.	Person and Title:
	Role:
	Person and Title:
	Role:
	Person and Title:
	Role:
	Person and Title:
	Role:

		Person and Title:
		Role:
		Include an organization chart which lists all entities and their roles.
	d.	Check the box below to indicate the document has been provided.
		State how often the governance group meets. Are these regularly scheduled meetings, ad hoc meetings, or a combination?
		Regularly Scheduled. State how often:
	e.	Ad hoc. Explain:
		Combination. Explain:
	e.	Provide copy of any bylaws, motion, or some other agreement identifying the number of times the Governing body meets.
		i. Check the box below to indicate the document has been provided.
		 Provide agendas, meeting minutes, or public notifications of the meetings to show that the governing body has met over the past year.
		Check the box below to indicate the document has been provided.

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VII.C.i.4.	De	scrik	be the sources of funds supporting the Partnership:
		1	
		Но	w much is from Medi-Cal, annually?
	а.		
		Но	w much is from the county, annually?
	b.		
			What are the sources of the county funds?
	b.	i.	
			Is this permanent, one-time, or temporary funding?
	b.	ii.	
		Но	w much is from the school district/Local Educational Agency (LEA), annually?
	c.		,
			What are the sources of the school district/LEA funds?
	c.	i.	
	c.	ii.	Is this permanent, one-time, or temporary funding?
	d.	Но	w much is from the State, annually?

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d.	i.	What are the sources of the State funds?			
d.	ii.	Is this permanent, one-time, or temporary funding?			
e.	How much is from other sources (e.g. Private donors), annually?				
e.	i.	What are the sources of the Other funds?			
	ii.	Is this permanent, one-time, or temporary funding?			

ATTACHMENT 5: PROPOSED PLAN

Proposed Pla	n				
VII.D.i.	The Program Plan must demonstrate the Applicant's ability to meet all specified qualifications, requirements, and standards set forth in the RFA. The Program Plan will include, among other things, a description of the Existing Partnership, or New or Emerging Partnership and the proposed grant program.				
VII.D.ii.	ado do list pro	scribe how the grant funds will be used to support the goals of the RFA, specifically dress how funds will be used for the requirements listed below. If the proposed plan es not specifically include any programs or services to address those requirements red below, explain how the county is addressing the requirements (i.e., through ograms and services) and how the Partnership will provide linkages to the county ograms and services.			
	1.	Preventing mental illnesses from becoming severe and disabling.			
	2.	Improving timely access to services for underserved populations.			
	3.	Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.			
	4.	Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services.			

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5.	Reducing discrimination against people with mental illness.					
6.	Pre to:	eventing negative outcomes in the targeted population, including, but not limite				
6.	a.	Suicide and attempted suicide				
6.	b.	Incarceration				
6.	c.	School failure or dropout				
6.	d.	Unemployment				
6.	e.	Prolonged suffering				
6.	f.	Homelessness				
6.	g.	Removal of children from their ho				
6.	h.	Involuntary mental health detentions				

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7.	That the plan includes a description of the following:				
7.	a.	The need for mental health services for children and youth, including campus- based mental health services, as well as potential gaps in local service connections			
7.	a.	Identify the needs and how they were determined (e.g. Needs assessment			
7.	b.	The proposed use of funds, which shall include, at a minimum, that funds will be used to provide personnel or peer support			
7.	с.	How the funds will be used to facilitate linkages and access to ongoing and sustained services, including, but not limited to, objectives and anticipated outcomes			
7.	d.	The Partnership's ability to do all of the following:			
7.	d.	Obtain federal Medicaid or other reimbursement, including Early and Periodic Screening, Diagnostic, and Treatment funds, when applicable, or leverage other funds, when feasible i.			

			to seek reimbursement for mental health services provided to children and youth, where applicable
7.	d.	111.	Engage a health care service plan or a health insurer in the mental health partnership, when applicable, and to the extent mutually agreed to by the partnership and the plan or insurer
7.	d.	iv.	Administer an effective service program and the degree to which mental health providers and educational entities will support and collaborate to accomplish the goals of the effort
7.	d.	v.	Connect children and youth to a source of ongoing mental health services, including, but not limited to, through Medi-Cal, specialty mental health plans, county mental health programs, or private health coverage
7.	d.	vi.	Continue to provide services and activities under this program after grant funding has been expended
7.	d.	vii.	Screen students for risk factors related to trauma or other mental health conditions, with emphasis on Pre-K through 3 rd grade.

7.	d.	viii	Collect data on program implementation and measures of student well- being.
8.			an must also address facilitating linkages and access to ongoing and ed services, including:
8.	a.	Ser	vices provided on school campus
8.	b.	Sui	cide prevention services
8.	c.	Dro	op-out prevention services
8.	d.	fos	treach to high-risk youth and young adults, including, but not limited to, ter youth, youth who identify as lesbian, gay, bisexual, transgender, or eer, and youth who have been expelled or suspended from school
8.	e.		cement assistance and development of a service plan that can be sustained er time for students in need of ongoing services
	1		

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9.	Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission
9.	needs of children and youth, as determined by the Commission

ATTACHMENT 6: PROGRAM IMPLEMENTATION PLAN – PLAN NARRATIVE

PLAN NARRAT	IVE	
VII.E.i.	sta im to	e purpose of the Program Implementation Plan is to illustrate the critical steps in rting the proposed programs and to identify any challenges associated with plementation. By requiring the Program Implementation Plan to be completed prior submission, counties and educational entities will be better equipped to begin ving students within 90 days of grant award.
VII.E.ii.	Pla	n Narrative
	1.	Describe how the Applicant will implement the proposed program described in the Proposed Plan in Section VII.D. above.
	2.	Provide the following:
	2.	 a. Recruitment strategy for each position. Clearly identify if the staff will be an employee, contracted staff, peer, parent partner, or other. 1) Position:
		Employee Contracted Other:
		Strategy:
		Expected Hiring Date: (Month/Date/Year):
		2) Position: Employee Contracted Other:
		Strategy:

	Expected Hiring Date: (Month/Date/Year):
3) P	osition:
	Employee
	Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
4) P	osition:
	Employee
	Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
5) P	osition:
	Employee
	Contracted
	□ Other:
	Strategy:

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6) Position:
□ Other:
Strategy:
Expected Hiring Date: (Month/Date/Year):
7) Position:
□ Employee
□ Contracted
□ Other:
Strategy:
Expected Hiring Date: (Month/Date/Year):
8) Position:
Employee
□ Other:
Strategy
Strategy:
Expected Hiring Date: (Month/Date/Year):
9) Position:
Employee Contracted
Contracted

	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	10) Position:
	Employee
	□ Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	11) Position:
	Employee
	□ Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	12) Position:
	Employee
	□ Contracted
	□ Other:
	Strategy:

	Expected Hiring Date: (Month/Date/Year):
	13) Position:
	Employee
	Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	14) Position:
	Employee
	□ Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	15) Desition:
	15) Position:
	Employee Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
2	

	16) Position:
	Employee
	□ Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	17) Position:
	Employee
	Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	18) Position:
	Employee
	□ Contracted
	□ Other:
	Strategy:
	Evenested Living Dates (Menth (Date (Venu))
	Expected Hiring Date: (Month/Date/Year):
	19) Position:

	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	20) Position:
	Employee
	□ Contracted
	□ Other:
	Strategy:
	Expected Hiring Date: (Month/Date/Year):
	Retention Strategy for staff.
3.	
	Including training plan
3.	a.
	Describe have staff/second will be used. Each position should be described
4.	Describe how staff/personnel will be used. Each position should be described individually, including individuals with lived experience (peer providers/parent
	partners, etc.). List the activities to be performed by each position to be hired
	through this grant. 1) Position:
	Indicate if a peer/parent partner position: Yes 🔲 No 🔲
	How this position will be used/Activities performed by this position:

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-,	Position: Indicate if a peer/parent partner position: Yes No No How this position will be used/Activities performed by this position:
3)	Position:
	Indicate if a peer/parent partner position: Yes L No L How this position will be used/Activities performed by this position:
4)	Position:
	Indicate if a peer/parent partner position: Yes No No How this position will be used/Activities performed by this position:
5)	Position:
	Indicate if a peer/parent partner position: Yes \Box No \Box How this position will be used/Activities performed by this position:
6)	Position:
	Indicate if a peer/parent partner position: Yes L No L How this position will be used/Activities performed by this position:
7)	Position:
	Indicate if a peer/parent partner position: Yes \Box No \Box How this position will be used/Activities performed by this position:

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Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 9) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 10) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 10) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 11) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 12) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 13) Position:		8) Position:
Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 10) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 11) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: I2) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position:		
 10) Position: Indicate if a peer/parent partner position: Yes \No \How this position will be used/Activities performed by this position: 11) Position: Indicate if a peer/parent partner position: Yes \No \How this position will be used/Activities performed by this position: 12) Position: Indicate if a peer/parent partner position: Yes \No \How this position will be used/Activities performed by this position: 13) Position: 		
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 11) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 12) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 13) Position: 		
Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 12) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 13) Position:		How this position will be used/Activities performed by this position:
 How this position will be used/Activities performed by this position: 12) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position: 13) Position: 	-	
Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position:		
How this position will be used/Activities performed by this position: 13) Position:		12) Position:
		13) Position:
Indicate if a peer/parent partner position: Yes L No L How this position will be used/Activities performed by this position:		Indicate if a peer/parent partner position: Yes D No D How this position will be used/Activities performed by this position:
	Í	14) Position:

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Indicate if a peer/parent partner position: Yes \Box No \Box How this position will be used/Activities performed by this position:
 15) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position:
 16) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position:
 17) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position:
 18) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position:
19) Position: Indicate if a peer/parent partner position: Yes No How this position will be used/Activities performed by this position:

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	20) Position: Indicate if a peer/parent partner position: Yes \Box No \Box
	How this position will be used/Activities performed by this position:
	List of any other community partner collaborative entities that are involved with the proposed plan.
	1)
5.	2)
	3)
	4)
	Partnership Training Plan:
6.	
	Care coordination plan with ongoing mental health providers:
7.	
7.	
	How access to protected health information (PHI) will be ensured:
8.	
	Describe how data will be shared between partners and the steps to be taken to protect the data:
	a.

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	An assessment of any risks, challenges, or barriers to program implementation. Stating that there are no risks, challenges, or barriers is not an acceptable response and may be grounds for disqualification as it implies an assessment was not performed					
		State each risk, challenge, or barrier and describe how each will be addressed to minimize the impact on program success				
		1) Risk:				
		How will risk be addressed:				
		2) Risk:				
9.		How will risk be addressed:				
	a.	3) Risk:				
		How will risk be addressed:				
		4) Risk:				
		How will risk be addressed:				
		5) Risk:				
		How will risk be addressed:				

ATTACHMENT 7: PROGRAM IMPLEMENTATION PLAN -PLAN TIMELINE

PLAN TIMELII	NE							
VII.E.iii.	Provide a Plan Timeline for the requirements detailed in the Plan Narrative. The Timeline should agree with the Narrative and contain activities and milestones to ensure success of the Implementation Plan							
	List the key activities and milestones in your plan over the 4 years of the contract							
	Key activities and milestones include hiring and key expenditures outside of hiring and administration							
	List the proposed date when each activity and milestone would be completed							
	Implementing the Proposed Program							
		Beg Date	End Date					
	1) Strategy:							
	1) Activity/Milestone:							
	2) Activity/Milestone:							
	3) Activity/Milestone:							
	4) Activity/Milestone:							
	5) Activity/Milestone:							
		Beg Date	End Date					
	2) Strategy:							

1) Strategy:		
Recruitment strategy for each position	Beg Date	End Date
10) Activity/Milestone:		
9) Activity/Milestone:		
8) Activity/Milestone:		
7) Activity/Milestone:		
6) Activity/Milestone:		
3) Strategy:		
	Beg Date	End Date
5) Activity/Milestone:		
4) Activity/Milestone:		
3) Activity/Milestone:		
2) Activity/Milestone:		
1) Activity/Milestone:		

1) Activity/Milestone:		
2) Activity/Milestone:		
3) Activity/Milestone:		
4) Activity/Milestone:		
5) Activity/Milestone:		
	Beg Date	End Date
2) Stratogy:	Deg Date	
2) Strategy:		
1) Activity/Milestone:		
I) Activity/Milestone.		
2) Activity/Milectope:		
2) Activity/Milestone:		
2) Activity (NAilactors)		
3) Activity/Milestone:		
4) Activity/Milestone:		
5) Activity/Milestone:		
	Beg Date	End Date
3) Strategy:		
1) Activity/Milestone:		

	2) Activity/Milestone:		
	3) Activity/Milestone:		
	4) Activity/Milestone:		
	5) Activity/Milestone:		
Pot	ention strategy for staff		
net	ention strategy for stan		
		Beg Date	End Date
1)	Strategy:		
	1) Activity/Milestone:		
	2) Activity/Milestones		
	2) Activity/Milestone:		
	3) Activity/Milestone:		
	4) Activity/Milestone:		
	4) Activity/Miestone.		
	5) Activity/Milestone:		
		Beg Date	End Date
2)	Strategy:		

			T
	2) Activity/Milestone:		
	3) Activity/Milestone:		
	4) Activity/Milestone:		
	5) Activity/Milestone:		
	Chustomu	Beg Date	End Date
3)	Strategy:		
	1) Activity/Milestone:		
	2) Activity/Milestone:		
	3) Activity/Milestone:		
	4) Activity/Milestone:		
	5) Activity/Milestone:		
	e coordination plan with ongoing mental health		
pro	oviders	Beg Date	End Date
1)	Strategy:		
	1) Activity/Milestone:		

_			
	2) Activity/Milestone:		
	3) Activity/Milestone:		
	4) Activity/Milestone:		
	E) Activity/Milectone:		
	5) Activity/Milestone:		
-		Beg Date	End Date
2)	Strategy:		
_	1) Activity/Milestone:		
	2) Activity/Milestone:		
	3) Activity/Milestone:		
	4) Activity/Milestone:		
	5) Activity/Milestone:		
_		Beg Date	End Date
3)	Strategy:		
	1) Activity/Milestone:		

2) Activity/Milestone:
3) Activity/Milestone:
4) Activity/Milestone:
5) Activity/Milestone:

ATTACHMENT 8: PROGRAM IMPLEMENTATION PLAN -SUSTAINBILITY PLAN

Sustainabil	ity Pla	an	
VII.E.iv.2.	Th	e Sustainability Plan shall include the following:	
	a.	The plan to ensure the continuation of the positive program impacts of system of care after the MHSSA grant cycle ends	n the
	b.	Describe the strategy and key milestones, with dates, to maintain any i access, linkages, and diversions to appropriate levels of care that result the MHSSA program Strategy:	
		Key Milestones	Dates

c.		plan e en		cquire additional/new funding to sustain the program after	r the grant
	i.	Des	cribe	e your ability to get Medi-Cal reimbursement for your progr	am
	ii			e your ability to get/commit local (County, School, etc.) fund and sustain your proposed program during the term of this	
		a.		ntify the amount of funds that is proposed/committed to as ars for the proposed program from this fund source. Source of Funds:	s matching
			2.	Amount committed to: GY1: GY2: GY3: GY4:	
				l	

	iii	Ser\ pro	vices pose	e your ability to commit known State/Local funds (e.g. Mental Health Fund, etc.) for matching in order to support and sustain your d program during the term of this grant and beyond. (This does not the grant funds that you are applying for with this application)
		a.	Ider	ntify the amount of funds that is proposed/committed to as matching
				ars for the proposed program from this fund source
			1.	Source of Funds:
			2.	Amount committed to:
				GY1:
				GY2:
				GY3:
				GY4:
	iv.	sup	port	your ability to commit private or other funds for matching to and sustain your proposed program during the term of this grant and Identify the source of the funds.
			Ider	ntify the amount of funds that is proposed/committed to as matching
		a.		ars for the proposed program from this fund source
			1.	Source of Funds:
			2.	Amount committed to:
				GY1:
				GY2:
				GY3:
				GY4:

VII.E.iv.3.		cribe how the Partnership will continue after the funding for this grant ends. ude funding streams from private and public sources.
	a.	Also include a plan for continued access to program data derived from the Partnership.

ATTACHMENT 9: PROGRAM COMMUNICATIONS PLAN

Program Co	mmu	inica	ations Plan
VII.E.v.			
	1.	a.	Provide a plan as to how you will increase awareness of and access and linkage to mental health services for students and their families:
		b.	The MHSOAC will require that the Partnership provide information on their website(s). Include this in your plan and describe how you will provide the information on your website:
	2.	Ide	entify how you measure success of your communication plan:
	3.	Lis	t what you want to accomplish with this plan, on a quarterly basis:

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ATTACHMENT 10: BUDGET WORKSHEET

The Budget Worksheet (ATTACHMENT 10) must be prepared according to the Budget Worksheet Instructions found in ATTACHMENT 10-1. The total cost on the Budget Worksheet must equal the total amount of the Grant

File name is: MHSOAC RFA_MHSSA_001 - ATTACHMENT 10 – Budget Worksheet

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

ATTACHMENT 10-1: BUDGET WORKSHEET INSTRUCTIONS Budget Worksheet Instructions

Information provided in the **Budget Worksheet** (Attachment 10) should reflect the Applicant's plans to implement the MHSSA grant. The staff and contractors to be hired shall be itemized and be comprised of personnel related to providing the services in the proposed program, including staff devoted to data collection, county evaluation, and administrative staff. Costs include personnel (salary and benefits), administration, and other. The information entered into the Budget Worksheet should correspond with the information provided in the **Budget** Narrative.

The Applicant should provide its best estimate in terms of types of staff being sought for positions and anticipated expenditures.

The following instructions are in worksheet order, and the numbers pertain to each line item identified on the Budget Worksheet. All amounts shall be entered using whole dollars only.

A. PERSONNEL EXPENDITURES

- 1. Hire Staff (Employees)
 - a. List each staff position /classification proposed to be hired for this program
- 2. Hiring Month
 - a. List the hiring month in which each staff will be hired. For instance, entering a "1" means that the staff will be hired within the first 30 days of the contract execution. Entering a "2" means that the position will be hired within 31-60 days of contract execution. Enter a number between 1 and 48.
- 3. GY 1
 - a. Enter the cost (salary) of the staff for the first Grant year (i.e. months 1-12 from the contract execution date)
- 4. GY 2
 - a. Enter the cost (salary) of the staff for the second Grant year (i.e. months 13 -24 from the contract execution date)

- 5. GY 3
 - a. Enter the cost (salary) of the staff for the third fiscal year (i.e. months 25-36 from the contract execution date)
- 6. GY 4
 - a. Enter the cost (salary) of the staff for the fourth fiscal year (i.e. months 37-48 from the contract execution date)
- 7. Total of All GYs
 - a. Summation of all Grant years for each line items on the Cost Worksheet
- 8. Personnel Services Salaries
 - a. Summation, by Grant year, of personnel service salaries for staff hired
- 9. Personnel Services Benefits
 - a. Enter the total amount for personnel services/employee benefits for all the positions listed above.
- **10. Total Personnel Services**
 - a. Summation, by Grant year, of Personnel Services Salaries and Personnel Services Benefits.
- 11. Hire Contractors or other non-staff
 - a. List each role/classification that will be hired as a contractor for this program
- 12. Hiring Month
 - a. List the hiring month in which each staff will be hired. For instance, entering a
 "1" means that the staff will be hired within the first 30 days of the contract
 execution. Entering a "2" means that the position will be hired within 31-60 days
 of contract execution. Enter a number between 1 and 48.
- 13. GY 1
 - a. Enter the cost for each role/classification listed for the first Grant year (i.e. months 1-12 from the contract execution date)
- 14. GY 2
 - a. Enter the cost for each role/classification listed for the second Grant year (i.e. months 13-24 from the contract execution date)

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15. GY 3

a. Enter the cost for each role/classification listed for the third Grant year (i.e. months 25-36 from the contract execution date)

16. GY 4

- a. Enter the cost for each role/classification listed for the fourth Grant year (i.e. months 37-48 from the contract execution date)
- 17. Total of All GYs
 - a. Summation of all Grant years for each line items on the Cost Worksheet
- 18. Total Contracted Services
 - a. Summation, by Grant year, of Contracted role/classifications cost
- 19. Total Personnel/Contracted Services
 - a. Summation, by Grant year, of Total Personnel Services and Total Contracted Services
- 20. Other Costs (non-staff and non-contracted services)
 - a. List each Other Costs that will be incurred by the Applicant as part of the operating the Program. Costs may be grouped into categories (e.g. training)

21. Exp Month

a. List the month in which the expenditure will occur. For instance, entering a "1" means that the Other Costs will be incurred within the first 30 days of the contract execution. Entering a "2" means that Other Costs will be incurred within 31-60 days of contract execution. Enter a number between 1 and 48.

22. GY 1

a. Enter the cost for each Other Costs listed for the first Grant year (i.e. months 1-12 from the contract execution date)

23. GY 2

a. Enter the cost for each Other Costs listed for the second Grant year (i.e. months 13-24 from the contract execution date)

24. GY 3

a. Enter the cost for each Other Costs listed for the third Grant year (i.e. months 25-36 from the contract execution date)

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25. GY 4

- a. Enter the cost for each Other Costs listed for the fourth Grant year (i.e. months 37-48 from the contract execution date)
- 26. Total of All GYs
 - a. Summation of all Grant years for each line items on the Cost Worksheet
- 27. Total Other Costs
 - a. Summation, by Grant year, of Other Costs
- 28. Total Program Costs before Administration
 - a. Summation, by Grant year, of Total Personnel/Contracted Services and Total Other Costs
- 29. Administration (includes indirect costs, overhead)
 - a. Include costs for Administration of the program, not to exceed 15% of the total program cost. This includes any Administration Cost incurred by collaborators, contractors, or anyone else. The total amount of all Administration Cost may not exceed 15% of the total program cost
 - b. The 15% maximum Administration Cost can be calculated as follows: multiply line 28 (Total Program Costs before Administration) by 17.647%. Total Program Costs before Administration shall not include any Administration Costs. All Administration Costs shall be entered onto this line item.
 - c. Total Administration costs cannot exceed the following for the total term (4 years) of the contract:
 - 1. Small population designation \$375,000 (\$2,500,000 grant x 15%)
 - 2. Medium population designation \$600,000 (\$4,000,000 grant x 15%)
 - 3. Large population designation \$900,000 (\$6,000,000 grant x 15%)

30. Total Proposed Program Costs

- a. Summation of all costs proposed by Grant year
- b. The total of all 4 years shall equal the total amount of the Grant.

See Budget Worksheet Example on the next page.

EXAMPLE BUDGET WORKSHEET

ATTACHMENT 10 BUDGET WORKSHEET							
		(Whole De	-				
Applicant: ABC County Part	nership	`	,				
 (1) Hire Staff (list individual role/classification) (add rows as needed) 	<mark>(2)</mark> Hiring Month	(3) GY 1	(4) GY 2	(5) GY 3	(6) GY 4	(7) Total All GYs	
Social Worker 1	1	40,000	40,000	40,000	40,000	160,000	
Social Worker 2	7	20,000	40,000	40,000	40,000	140,000	
Psychiatric Social Worker 1	1	60,000	60,000	60,000	60,000	240,000	
Psychiatric Social Worker 2	7	30,000	60,000	60,000	60,000	210,000	
Community Worker 1	1	30,000	30,000	30,000	30,000	120,000	
Community Worker 2	7	15,000	30,000	30,000	30,000	105,000	
Mental Health Clinical Supervisor	7	75,000	150,000	150,000	150,000	525,000	
						-	
Subtotal - <mark>(8)</mark> Personnel Services Salaries		270,000	410,000	410,000	410,000	1,500,000	
Add: <mark>(9)</mark> Personnel Services Benefits		105,300	159,900	159,900	159,900	585,000	
(10) Total Personnel Services		375,300	569,900	569,900	569,900	2,085,000	
(11) Hire Contractors or other non- staff (If applicable, list individual role/classification) (Add rows as needed)	<mark>(12)</mark> Hiring Month	(13) GY 1	(14) GY 2	(15) GY 3	<mark>(16)</mark> GY 4	<mark>(17)</mark> Total All GYs	
Peer Provider 1	1	10,000	10,000	10,000	10,000	40,000	
Peer Provider 2	4	7,500	10,000	10,000	10,000	37,500	
Peer Provider 3	7	5,000	10,000	10,000	10,000	35,000	

	Mental Hea	alth Student	Services Act	
100 000	100 000	100 000	350.000	

	1			1		
Psychiatric Social Worker 1	7	50,000	100,000	100,000	100,000	350,000
Clinicians 1	1	90,000	90,000	90,000	90,000	360,000
Clinicians 2	4	67,500	90,000	90,000	90,000	337,500
						-
		·	1	1	1	
(18) Total Contracted Services		230,000	310,000	310,000	310,000	1,160,00
(19) Total Personnel/Contracted Services		605,300	879,900	879,900	879,900	3,245,00
20) Other Costs (non-staff and non-contracted services)	<mark>(21)</mark> Exp Month	<mark>(22)</mark> GY 1	(23) GY 2	(24) GY 3	<mark>(25)</mark> GY 4	<mark>(26)</mark> Tota All GYs
Training	7	5,000	5,000	5,000	5,000	20,000
Facilities Improvements	7	50,000			5,000	55,000
Transportation	1	10,000	10,000	10,000	10,000	40,000
Technology	7	10,000	10,000	10,000	10,000	40,000
						-
(27) Total Other Costs		75,000	25,000	25,000	30,000	155,000
(28) Total Program Costs before Administration		680,300	004 000	004 000	000.000	2 400 00
		000,300	904,900	904,900	909,900	3,400,00
(29) Administration (includes indirect costs and overhead,		120,053	159,688	159,688	160,571	600,000
limited to 15%) *						

ATTACHMENT 11: BUDGET NARRATIVE

Budget Nai	rrative	2	
VII.F.2.			
	a.	Hire Staff	
		i. For each "Hire Staff" listed on the Budget Worksheet, explain how the salaries were determined and provide support for the stated salary. For example, state the classification and provide the published salary range for the employee in the stated classification:	
		 Provide a statement for each classification listed on the Budget Worksheet as to the time base (Full Time Equivalent) of work proposed. State this as a percentage for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4: 	
	b.	Personnel Service Benefits	
		 Explain what is included in the cost and how were the costs determined. Provide support for the costs. For example, provide published guidance from HR (or some other entity) stating percentage of salary or actual dollars used for employee benefits, including medical, retirement, taxes, etc. 	

c.	Hire Contractors or other non-staff		
	expl For e class	each "Hire Contractors or other non-staff" listed on the Budget Worksheet, ain how the costs were determined and provide support for the stated cost. example, support could include an existing or new contract which states the sification, the cost, and time period in order to support the requested funds each fiscal year.	
	Provide a statement for each classification listed on the Budget Worksheet as to the Full Time Equivalent of the proposed work. State this as a percentage for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4.		
d.	Other Costs (non-staff and non-contracted services)		
	i.	For each "Other Costs (non-staff and non-contracted services)" listed on the Budget Worksheet, explain what the costs are for, how the costs were determined and provide support for the stated cost. For example, training could be supported through a published catalog of classes and rates	

ATTACHMENT 12: FINAL SUBMISSION CHECKLIST

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

Check	DESCRIPTION	
	Attachment 1: Application Cover Sheet	
	Attachment 2: Intent to Apply	
	Attachment 3: Minimum Qualifications	
	Attachment 4: Applicant Background	
	Attachment 5: Proposed Plan	
Attachment 6: Program Implementation Plan – Plan Narrative		
	Attachment 7: Program Implementation Plan – Plan Timeline	
	Attachment 8: Program Implementation Plan – Sustainability Plan	
	Attachment 9: Program Communications Plan	
	Attachment 10: Budget Worksheet	
	Attachment 11: Budget Narrative	
	Attachment 12: Final Submission Checklist	
	Attachment 13: Payee Data Record (Std 204)	

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ATTACHMENT 13: PAYEE DATA RECORD (STD 204)

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

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

ATTACHMENT 14: SAMPLE CONTRACT

EXHIBIT A – SCOPE OF WORK

A. <u>GENERAL</u>

The scope of work for this contract is contained in the proposal submitted by Grantee in response to RFA MHSSA_001 and is incorporated by reference and made part of this contract as if attached hereto.

B. <u>CONTACTS</u>

State Agency: MHSOAC	Grantee:
Name:	Name:
Phone:	Phone:
E-Mail:	E-Mail:

Direct all administrative inquiries to:

State Agency: MHSOAC	Grantee:	
Section/Unit:	Section/Unit:	
Attention:	Attention:	
Address: 1325 J Street, Suite 1700, Sacramento, CA 95814	Address:	
Phone:	Phone:	
Fax: (916) 445-4927	Fax:	
E-Mail:	E-Mail:	

C. <u>CONTRACT TERM</u>

The term of this contract is for (4) years, with all funds allocated based on tasks/deliverables.

Grant funding is based on the Grantee's compliance with the RFA requirements as submitted through the Grantee's application, which is incorporated by reference and made part of this contract as if attached hereto.

The MHSOAC may withhold funds from the Grantee if the Grantee fails to meet the reporting requirements, falls behind schedule, or modifies the scope of the work performed.

D. <u>DELIVERABLES</u>

Deliverables shall be submitted in an electronic format, to be agreed upon prior to start of work, which are easily posted on the MHSOAC website, pursuant to Government Code §11135, and in compliance with accessibility requirements of §508 of the Rehabilitation Act of 1973, as amended and implemented through regulations.

All deliverables shall be developed in consultation with the MHSOAC Project Representative.

The Grantee may seek advice from subject matter experts, form an advisory group, seek technical assistance from the MHSOAC and/or pursue other strategies to support the development and completion of all deliverables. Subject to resources, the MHSOAC shall strive to provide consultation and technical assistance to support the implementation of this agreement.

The Grantee may submit deliverables prior to due dates. If Grantee experiences reasonable delays with regard to a deliverable, Grantee shall notify the MHSOAC Project Representative, prior to the deliverable due date for which a delay is anticipated. In no instance shall a delay exceed 30 calendar days. For any deliverable in which the delay is anticipated to exceed 30 calendar days, the MHSOAC Deputy Director, or designee, may grant the Grantee additional time to complete the deliverable. Such additional time must be confirmed by the MHSOAC in writing.

E. <u>TERMINATION</u>

Either party may terminate this agreement by giving 30-days written notice to the other party. The notice of termination shall specify the effective date of termination. In the event of such termination, MHSOAC agrees to pay the pro rata share of the contract based upon the actual services provided.

F. <u>AMENDMENTS</u>

This agreement may be amended as necessary for project completion.

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For activities/tasks satisfactorily rendered (i.e., upon receipt and approval of agreed upon deliverables), and upon receipt and approval of the invoices, the MHSOAC agrees to compensate the Grantee in accordance with the rates specified in this contract.
- B. Invoices shall include the Contract Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

MHSOAC Attention: Accounting Office 1325 J Street, Suite 1700 Sacramento, CA, 95814

2. Budget Contingency Clause

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

3. Cost

The total amount of this Agreement shall not exceed:

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Small County Population Designation:\$2,500,000Medium County Population Designation:\$4,000,000Large County Population Designation:\$6,000,000

4. Prompt Payment Clause

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (GTC 610)

- 1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.
- 2. <u>AMENDMENT</u>: 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. <u>ASSIGNMENT</u>: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. <u>AUDIT</u>: Grantee 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. Grantee 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. Grantee 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, Grantee 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. <u>INDEMNIFICATION</u>: Grantee 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 Grantee in the performance of this Agreement.
- 6. <u>DISPUTES</u>: Grantee shall continue with the responsibilities under this Agreement during any dispute.
- 7. <u>TERMINATION FOR CAUSE</u>: The State may terminate this Agreement and be relieved of any payments should the Grantee 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 Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

- 8. <u>INDEPENDENT CONTRACTOR</u>: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. <u>RECYCLING CERTIFICATION</u>: The Grantee 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, Grantee 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. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee 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. Grantee 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. Grantee 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.)

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

- 11. <u>CERTIFICATION CLAUSES</u>: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. <u>TIMELINESS</u>: Time is of the essence in this Agreement.
- 13. <u>COMPENSATION</u>: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. <u>GOVERNING LAW</u>: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. <u>ANTITRUST CLAIMS</u>: The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee 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:
 - "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.
 - ii. "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 Applicant 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. <u>CHILD SUPPORT COMPLIANCE ACT</u>: For any Agreement in excess of \$100,000, the grantee acknowledges in accordance with Public Contract Code 7110, that:
 - a. The grantee 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 grantee, 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. <u>UNENFORCEABLE PROVISION</u>: 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. <u>PRIORITY HIRING CONSIDERATIONS</u>: If this Contract includes services in excess of \$200,000, the Grantee 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. <u>If</u> for this Contract Grantee made a commitment to achieve small business participation, then Grantee 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 Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee 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 Grantee 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. <u>LOSS LEADER</u>: 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 (SAC 1216)

1. <u>SUBCONTRACTS</u>: Except for subcontracts identified in the Application in accordance with the Request for Application, Grantee 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.

2. 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).
- 3. <u>PROGRESS REPORTS</u>: Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Grantee 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 Grantee is or is not on schedule, any pertinent reports, or interim findings. Grantee 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.
- 4. <u>PRESENTATION</u>: Upon request, Grantee shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Grantee 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.
- 5. <u>MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION STAFF</u>: Mental Health Services Oversight and Accountability Commission staff shall be permitted to work side by side with Grantee's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, Mental Health Services Oversight and Accountability Commission staff shall be given access to all data, working papers, etc., which Grantee seeks to utilize.
- 6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

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- A. Grantee 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 Grantee to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- C. Grantee 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 Mental Health Services Oversight and Accountability Commission staff, Grantee's own personnel involved in the performance of this Contract, or as required by law.
- D. If requested by State, Grantee 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, Grantee 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 Mental Health Services Oversight and Accountability Commission (MHSOAC), but does not necessarily represent the views of the MHSOAC or any of its employees except to the extent, if any, that it has formally been approved by the MHSOAC. For information regarding any such action, communicate directly with the MHSOAC at 1325 J Street, Suite 1700, Sacramento, CA 95814. Neither the MHSOAC 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.

- 7. 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

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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 Grantee 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 Grantee 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, Grantee 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. Grantee shall use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.
- 8. <u>APPROVAL OF PRODUCT</u>: 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.
- 9. <u>SUBSTITUTIONS</u>: Grantee's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.
- 10. <u>NOTICE</u>: Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address listed in Exhibit A for 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.
- 11. <u>WAIVER</u>: 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

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by the Grantee 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.

12. <u>GRATUITIES AND CONTINGENCY FEES</u>: The State, by written notice to the Grantee, may terminate the right of Grantee to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Grantee or any agent or representative of the Grantee 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 Grantee as it could pursue in the event of the breach of the Contract by the Grantee, 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 Grantee 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 Grantee 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 Grantee, 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.

- 13. <u>WORKERS' COMPENSATION</u>: Grantee 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.
- 14. <u>CONTRACT IS COMPLETE</u>: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.
- 15. <u>CAPTIONS</u>: 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.
- 16. <u>PUBLIC HEARINGS</u>: If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Grantee 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 Grantee for travel of said personnel at the contract rates for such testimony as may be requested by State.

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- 17. <u>FORCE MAJEURE</u>: Neither the State nor the Grantee 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.
- 18. <u>PERMITS AND LICENSES</u>: The Grantee 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 Grantee 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 of this Contract and any such law above referred to, then the Grantee shall immediately notify the State in writing.

- 19. <u>LITIGATION</u>: The State, promptly after receiving notice thereof, shall notify the Grantee in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Grantee must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Grantee of its indemnification obligations. The Grantee 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.
- 20. <u>DISPUTES</u>: Grantee 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 the MHSOAC's Executive Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Executive Director of the MHSOAC shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Grantee, the Executive Director, or his/her designee, shall meet with the Grantee and Project Manager for the purposes of resolving the dispute. The decision of the Executive Director shall be final. During the dispute process the Grantee shall proceed diligently with the performance of the Contract.

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Neither the pendency of a dispute, nor its consideration by the Executive Director, shall excuse the Grantee 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.

21. <u>EVALUATION OF CONTRACTOR'S PERFORMANCE</u>: The Grantee'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.

22. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. The Grantee 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 it's 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. Grantee 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.

23. INSPECTION AND ENFORCEMENT:

- A. From time to time, the State may inspect the facilities, systems, books and records of Grantee to monitor compliance with the Contract.
- B. Grantee shall promptly remedy any violation of any provision of the Contract and shall certify the same to the MHSOAC in writing.
- C. The fact that the State inspects, or fails to inspect, or has the right to inspect Grantee's facilities, systems, and procedures does not relieve Grantee 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 Grantee or require Grantee'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.

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- 24. <u>USE OF STATE FUNDS</u>: Grantee, including its officers and members, shall not use funds received from the MHSOAC 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 activities specified in this Contract that are intended to inform, educate, and support advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the Mental Health Services Act.

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

ATTACHMENT 15: QUESTIONS TEMPLATE

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

МН	MHSSA RFA				
	RFA Section Reference	Question			
1					
2					
3					
4					
5					
6					
7					
8					

APPENDIX 1 - ENROLLMENT BY SCHOOL DISTRICT AND COUNTY

Appendix 1 is a separate file attached to this procurement.

File Name is: MHSOAC RFA_MHSSA_001 - Appendix 1 - Enrollment by School District and County

APPENDIX 2 – MENTAL HEALTH STUDENT SERVICES ACT

WELFARE AND INSTITUTIONS CODE - WIC

DIVISION 5. COMMUNITY MENTAL HEALTH SERVICES [5000 - 5952] (Division 5 repealed and added by Stats. 1967, Ch. 1667.) PART 4. THE CHILDREN'S MENTAL HEALTH SERVICES ACT [5850 - 5886] (Part 4 repealed and added by Stats. 1992, Ch. 1229, Sec. 2.)

CHAPTER 3. Mental Health Student Services Act [5886- 5886.]

(Chapter 3 added by Stats. 2019, Ch. 51, Sec. 67.)

<u>5886.</u>

(a) The Mental Health Student Services Act is hereby established as a mental health partnership competitive grant program for the purpose of establishing mental health partnerships between a county's mental health or behavioral health departments and school districts, charter schools, and the county office of education within the county.

(b) The Mental Health Services Oversight and Accountability Commission shall award grants to county mental health or behavioral health departments to fund partnerships between educational and county mental health entities.

(1) County, city, or multicounty mental health or behavioral health departments, or a consortium of those entities, including multicounty partnerships, may, in partnership with one or more school districts and at least one of the following educational entities located within the county, apply for a grant to fund activities of the partnership:

(A) The county office of education.

(B) A charter school.

(2) An educational entity may be designated as the lead agency at the request of the county, city, or multicounty department, or consortium, and authorized to submit the application. The county, city, or multicounty department, or consortium, shall be the grantee and receive any grant funds awarded pursuant to this section even if an educational entity is designated as the lead agency and submits the application pursuant to this paragraph.

(c) The commission shall establish criteria for the grant program, including the allocation of grant funds pursuant to this section, and shall require that applicants comply with, at a minimum, all of the following requirements:

(1) That all school districts, charter schools, and the county office of education have been invited to participate in the partnership, to the extent possible.

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(2) That applicants include with their application a plan developed and approved in collaboration with participating educational entity partners and that include a letter of intent, a memorandum of understanding, or other evidence of support or approval by the governing boards of all partners.

(3) That plans address all of the following goals:

(A) Preventing mental illnesses from becoming severe and disabling.

(B) Improving timely access to services for underserved populations.

(C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.

(D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services.

(E) Reducing discrimination against people with mental illness.

(F) Preventing negative outcomes in the targeted population, including, but not limited to:

- (i) Suicide and attempted suicide.
- (ii) Incarceration.
- (iii) School failure or dropout.
- (iv) Unemployment.
- (v) Prolonged suffering.
- (vi) Homelessness.
- (vii) Removal of children from their homes.
- (viii) Involuntary mental health detentions.

(4) That the plan includes a description of the following:

(A) The need for mental health services for children and youth, including campus-based mental health services, as well as potential gaps in local service connections.

(B) The proposed use of funds, which shall include, at a minimum, that funds will be used to provide personnel or peer support.

(C) How the funds will be used to facilitate linkage and access to ongoing and sustained services, including, but not limited to, objectives and anticipated outcomes.

(D) The partnership's ability to do all of the following:

(i) Obtain federal Medicaid or other reimbursement, including Early and Periodic Screening, Diagnostic, and Treatment funds, when applicable, or to leverage other funds, when feasible.

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(ii) Collect information on the health insurance carrier for each child or youth, with the permission of the child or youth's parent, to allow the partnership to seek reimbursement for mental health services provided to children and youth, where applicable.

(iii) Engage a health care service plan or a health insurer in the mental health partnership, when applicable, and to the extent mutually agreed to by the partnership and the plan or insurer.

(iv) Administer an effective service program and the degree to which mental health providers and educational entities will support and collaborate to accomplish the goals of the effort.

(v) Connect children and youth to a source of ongoing mental health services, including, but not limited to, through Medi-Cal, specialty mental health plans, county mental health programs, or private health coverage.

(vi) Continue to provide services and activities under this program after grant funding has been expended.

(d) Grants awarded pursuant to this section shall be used to provide support services that include, at a minimum, all of the following:

(1) Services provided on school campuses, to the extent practicable.

(2) Suicide prevention services.

(3) Drop-out prevention services.

(4) Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school.

(5) Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services.

(e) Funding may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the commission.

(f) The commission shall determine the amount of grants and shall take into consideration the level of need and the number of schoolage youth in participating educational entities when determining grant amounts.

(g) The commission may establish incentives to provide matching funds by awarding additional grant funds to partnerships that do so.

(h) Partnerships currently receiving grants from the Investment in Mental Health Wellness Act of 2013 (Part 3.8 (commencing with Section 5848.5)) are eligible to receive a grant under this

section for the expansion of services funded by that grant or for the inclusion of additional educational entity partners within the mental health partnership.

(i) Grants awarded pursuant to this section may be used to supplement, but not supplant, existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.

(j) (1) The commission shall develop metrics and a system to measure and publicly report on the performance outcomes of services provided using the grants.

(2) (A) The commission shall provide a status report to the fiscal and policy committees of the Legislature on the progress of implementation of this section no later than March 1, 2022. The report shall address, at a minimum, all of the following:

(i) Successful strategies.

(ii) Identified needs for additional services.

(iii) Lessons learned.

(iv) Numbers of, and demographic information for, the schoolage children and youth served.

(v) Available data on outcomes, including, but not limited to, linkages to ongoing services and success in meeting the goals identified in paragraph (3) of subdivision (c).

(B) A report to be submitted pursuant to this paragraph shall be submitted in compliance with Section 9795 of the Government Code.

(k) This section does not require the use of funds included in the minimum funding obligation under Section 8 of Article XVI of the California Constitution for the partnerships established by this section.

(I) The commission may enter into exclusive or nonexclusive contracts, or amend existing contracts, on a bid or negotiated basis in order to implement this section. Contracts entered into or amended pursuant to this subdivision are exempt from Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of Title 2 of the Government Code, Section 19130 of the Government Code, and Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and shall be exempt from the review or approval of any division of the Department of General Services.

(m) This section shall be implemented only to the extent moneys are appropriated in the annual Budget Act or another statute for purposes of this section.

(Added by Stats. 2019, Ch. 51, Sec. 67. (SB 75) Effective July 1, 2019.)