

California Mental Health Services Authority

Request for Proposals (RFP)

Los Angeles County Advancing Resilience, Inclusion, Support, and Equity (ARISE) Community Grant Program

Applications due by 5 p.m. (PST) on Sept. 5, 2025.

Potential responders must submit proposals only through CalMHSA's e-Procurement Portal at <https://calmhsa.bonfirehub.com/>

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The RFP does not constitute a contract or an offer. In addition, any contract awarded because of this RFP is subject to any additional restrictions, limitations, or conditions required by CalMHSA in any manner. CalMHSA reserves the right to make one award, multiple awards, or to reject all proposals, in whole or in part, submitted in response to this RFP.

CalMHSA reserves the right to amend this RFP via written addendum, addendum or cancel the RFP at any time.



1. Los Angeles County ARISE Community Grant Program RFP Summary

The California Mental Health Services Authority (CalMHSA) is a Joint Powers of Authority – an independent government entity – formed in 2009 by counties and cities throughout the state to focus on collaborative, multi-county projects that improve behavioral health care for all Californians. By pooling resources, forging partnerships, and leveraging technical expertise on behalf of counties, CalMHSA develops strategies and programs with an eye toward transforming community mental health; creates cross-county innovations; and is dedicated to addressing equity to better meet the needs of our most vulnerable populations.

CalMHSA is seeking Los Angeles based community-based organizations (CBOs) to deliver culturally responsive prevention and early intervention behavioral health services. These services should reach historically underserved and unserved communities, with a primary focus on BIPOC youth, LGBTQIA+ communities, immigrant families, and individuals with lived experience of trauma.

This initiative seeks to build capacity within underserved communities, ensuring that services are culturally responsive, linguistically appropriate, and accessible at the community level. Selected CBOs will play a critical role in outreach, engagement, education, case management, peer support, and crisis management, with the goal of reducing negative outcomes associated with untreated or delayed mental health care.

This RFP does not commit CalMHSA to contract for any supply, product, or service whatsoever. In addition, applicants are advised that CalMHSA will not pay for any information or administrative costs incurred in response to this RFP; all **costs** associated with responding to this RFP will be solely at the applicant's expense. Not responding to this RFP does not preclude participation in any future RFP, if any is issued.

2. Project Scope of Work

The scope of this project includes services in pre-approved communities throughout Los Angeles County, with a focus on accessibility and alignment with the Los Angeles County Department of Mental Health's (LACDMH) recovery-oriented model.

Key components of project scope include:

A. Behavioral Health Access and Education

The applicant will:

CalMHSA Request for Proposal

- Develop and implement ways to increase access to behavioral health treatment for underserved populations as defined in [Title 9, California Code of Regulations Section 3200.300](#)
- Educate individuals, families, and communities to recognize early signs of mental illness and respond effectively
- Provide education and outreach on available behavioral health services programs to prevent onset of behavioral health-related issues
- Implement stigma reduction and anti-discrimination strategies

B. Reducing Negative Outcomes

The applicant will provide programs that emphasize strategies to prevent at least one of the negative outcomes, listed below, associated with untreated mental wellness:

- Hospitalization
- Suicide
- Incarceration
- School failure or drop-out
- Unemployment
- Prolonged suffering
- Homelessness
- Family separation (Removal of Children from Homes)

C. Outreach, Linkage, and Case Management

The applicant will:

- Provide follow-up within 72 hours of any referral, to tailor support and warm handoffs
- Coordinate or partner with LACDMH Service Area navigators, housing specialists, full-service partnerships, peer support programs, clinics, and other providers, as needed.
- Deliver outreach and linkage to:
 - Mental health services
 - Substance use disorder services
 - Homelessness resources, including Coordinated Entry System
 - Employment training opportunities
 - Specialized programs for women
 - Benefits establishment and access to resources
 - Physical health services

D. Peer Support Services

The applicant will:

- Provide one-on-one peer support, peer groups, and peer-run events
- Offer structured and informal support groups and life-skills classes
- Share resources on employment, housing, benefits, therapy, family supports, and caregiver services
- Promote social connectedness to reduce isolation

E. Crisis Management

The applicant will:

- Establish and implement a clear crisis management protocol for psychiatric and urgent situations
- Define when to contact emergency services (911) and when to consult the LACDMH Access Line

F. Community Reintegration

The applicant will support individuals recently housed to reintegrate into their community, increase social comfort, and build confidence in interactions.

G. Administrative and Coordination Requirements

The applicant will:

- Attend ad hoc and scheduled meetings, as requested by CalMHSA
- Participate in monthly technical assistance meetings with CalMHSA
- Attend additional community meetings, as requested by CalMHSA
- Purchase and maintain all materials/equipment necessary for service delivery

3. Deliverables

The applicant will be expected to complete and deliver for this scope of work including, but not limited to, the following:

- A. Project Implementation Plan and Timeline. Applicant's plan and timeline should include proposed project workplan and timeline for planning, implementation, and execution of PEI activities, events, and services to CalMHSA within 14 days of contract execution. The submitted workplan will be subject to CalMHSA's approval.
- B. Data Collection Plan. Applicant should propose a plan that describes how data will be collected for individuals who attend PEI activities. To comply with the PEI regulations as outlined in Title 9, California Code of Regulations, Division 1,

Chapter 14 – Mental Health Services Act (MHSA), data collection efforts should include, but not be limited to, the following elements:

1. Demographic Information
 - Age, gender, race/ethnicity, sexual orientation, gender identity, primary language, and veteran status
 - Disability status, including both mental and physical conditions
 2. Program Participation Data
 - Type of PEI program or strategy (e.g., outreach, early intervention, or prevention)
 - Dates of participation and frequency of services
 - Referrals made and services accessed as a result
 3. Outcomes and Indicators
 - Improvement in mental health status
 - Changes in risk or protective factors
 - Reduction in stigma and discrimination
 - Early identification and linkage to treatment services
 4. Target Population Information
 - Whether the individual belongs to a PEI priority population (e.g., children/youth, Transitional Aged Youth (TAY), older adults, or underserved cultural populations)
 - Indicators of mental health risk such as trauma, isolation, substance use, or justice system involvement
 5. Geographic and Service Context
 - County or region where services were delivered
 - Type of setting (e.g., school, community center, primary care)
- C. Program and Fiscal Reporting. Applicant will submit quarterly program report updates that include program successes, challenges, milestones, and goals to CalMHSA. In addition, applicant must submit detailed monthly expenditure reports to CalMHSA.
- D. Final Report. Applicant will provide a final report to CalMHSA no later than 30 days from the program term's conclusion. The report should summarize all activities and events completed, activity and event outcomes, and populations reached, including examples of promotional/outreach materials, during the program term. The applicant, in collaboration with CalMHSA, will determine which additional data will be required to include in the final report to CalMHSA.

4. RFP Requirements

The primary requirements of the RFP are listed below. Applicant must meet and, where applicable, demonstrate compliance with the listed requirements; otherwise, they may

be considered non-responsive, and the proposal may be rejected at CalMHSA's sole discretion.

- A. Applicant must be a qualified community-based organization with demonstrated experience providing culturally and linguistically appropriate behavioral health services in Los Angeles County.
- B. Applicant must have a minimum of five years of experience in community-based prevention and early intervention (PEI) services as requested in the scope of work.
- C. Applicant's staff must be located within the continental United States.
- D. Applicant must not currently have a settlement agreement or claim against them with any of CalMHSA's member counties or any state agency. If there are current claims against the applicant in excess of \$10,000 within the last five years, applicant must disclose claims information as part of their response submittal.
- E. Applicant must be willing and able to agree to CalMHSA's standard contractual terms and conditions attached. See attached Attachment A – Terms and Conditions.
- F. Applicant must be willing and able to comply with CalMHSA's standard insurance requirements. See attached Attachment B – Insurance Requirements.

5. Requested Information

The following response components are required to be submitted with applicant's submitted application. CalMHSA is not responsible for costs associated with the development of responses nor delivery of the same.

- A. Signed Cover Sheet
- B. Narrative description of applicant's proposed Project Implementation Plan and Timeline. Description should specifically address:
 - a. Prior participation in Los Angeles' Transforming LA the Mental Health Incubation Academy. **CalMHSA prioritizes CBOs that have participated in this Mental Health Incubation Academy.**
 - b. Prior experience engaging with local diverse communities, particularly those impacted by mental health disparities.
 - c. Clearly identify culturally and linguistically appropriate activities, events, and outreach initiatives. Additionally, applicant is required to specify the Service Area (SA) and Supervisorial District (SD) where these efforts will take place. CalMHSA places a strong emphasis on ensuring geographic representation across all SAs and SDs within Los Angeles County.

- d. Capacity to coordinate and/or partner with county and community partners, including mental health, substance use, housing, social service providers, and health care services for outreach.
 - e. Explanation of how proposed plan will positively impact Los Angeles communities through increased access, stigma reduction, and mental health awareness.
- C. Narrative description of how applicant intends to provide a lasting impact beyond the program term. Description should address:
 - a. Long-term community goals applicant would like to achieve (e.g., improved access to culturally responsive mental health services, sustained peer support networks, or stronger family/community connections)
 - b. How applicant's services will reduce stigma and directly address one or more negative effects of untreated mental illness disproportionately impacting LA County residents, such as:
 - a. Suicide and self-harm prevention among youth and adults
 - b. Reduction of incarceration rates linked to untreated mental illness
 - c. Prevention of homelessness through early intervention
 - d. School failure or drop-out prevention for youth
 - e. Family stability (reducing removals of children and older adults from homes)
 - f. Reducing prolonged suffering and unemployment amongst vulnerable communities
- D. Description of how applicant will promote services through Los Angeles County. Description should include:
 - a. Strategies for promoting culturally and linguistically relevant events, outreach activities, and campaigns
 - b. Demonstrated ability to engage and serve underserved, unserved, and diverse communities
 - c. Plans to use both in-person community channels (e.g., churches, neighborhood centers, ethnic media, local radio, schools, community-based organizations) and digital tools (e.g., websites, social media, text campaigns) to ensure broad and equitable outreach
 - d. Applicant's experience in managing websites, social media platforms, or other digital engagement methods that reach Los Angeles County's diverse populations
 - e. Plan to implement a crisis protocol and follow-up procedures within 72 hours of referral
- E. Narrative description of applicant's commitment to social equity, diversity, equity, and inclusion and how those values will be integrated into applicant's proposed services. Description should address:

- a. A staffing plan with personnel trained to deliver behavioral health outreach, case management, peer support, and crisis response services. The staffing plan must include qualified program managers and peer specialists with lived experience. In addition, the staffing plan should reflect cultural competence, language access, and community representation in alignment with the underserved, unserved, and diverse Los Angeles communities.
 - b. How applicant will work to provide accessible and culturally responsive services across race/ethnicity, language, age, gender identity, sexual orientation, immigration status, ability/disability, and socioeconomic status
 - c. Efforts to elevate lived experience and community voice in program design, delivery, and evaluation
 - d. Applicant's company overview, including any equity frameworks, trainings, or policies applicant has in place to support social equity, diversity, equity, and inclusion practices
- F. Provide a detailed proposed pricing structure that includes a complete breakdown of the following cost categories:
- a. Personnel Expenses. Include details on salaries, stipends, and payments to contractors who will be directly involved in supporting the ARISE program.
 - b. Indirect Costs. Outline any administrative, overhead, or operational expenses not directly tied to program delivery but necessary for implementation.
 - c. Permit and/or Vendor Fees. Specify costs associated with obtaining permits or hiring vendors for community events or activities held in public spaces within Los Angeles County.
 - d. Promotional Expenses. Detail the budget for outreach and marketing efforts, including translation/interpretation services, printed materials, and social media campaigns.
 - e. Miscellaneous Costs. Include any additional expenses such as transportation, program materials, supplies, or participant incentives.
- G. Financial Information: Applicant is required to submit copies of applicant's most recent audited financial statements verifying applicant's financial viability and long-term stability.

6. CalMHSA Rights and Responsibilities

CalMHSA is not responsible for representations made by any of its officers or employees prior to the execution of an agreement unless such understanding or representation is included in this RFP or any written addenda to this RFP.

CalMHSA has the right to amend the RFP by written addendum. CalMHSA is responsible only for that which is expressly stated in the solicitation document and any

authorized written addendum thereto. Such addendum shall be made available to each person or organization which CalMHSA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the applicant's proposal package not being considered, as determined at the sole discretion of CalMHSA. CalMHSA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

7. CalMHSA Option to Reject Proposal Packages

CalMHSA, at its sole discretion, may reject any or all responsive proposal packages submitted in response to this solicitation. CalMHSA shall not be liable for any cost incurred by an applicant in connection with preparation and submittal of any proposal package.

8. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal package shall be sufficient cause for rejection of the proposal package. The evaluation and determination in this area shall be at CalMHSA's sole judgment, and its judgment shall be final.

9. Submission Instructions and Requirements

Proposal Timeline

<u>EVENT</u>	<u>DATE</u>
RFP Issued	Aug. 25, 2025
RFP Questions Due	Aug. 27, 2025
RFP Questions Answered	Aug. 29, 2025
Deadline for Responses to be Submitted	Sept.5, 2025
Application Review	Sept.17, 2025
Notice of Intent to Award	Sept. 26, 2025

Submittal Address

CalMHSA Request for Proposal

All submissions must be made electronically using CalMHSA's e-Procurement Portal, at <https://calmhsa.bonfirehub.com/>.

10. RFP Questions and Clarifications

All questions and requests must be submitted through CalMHSA's e-Procurement Portal at <https://calmhsa.bonfirehub.com/>. The deadline to submit questions for this RFP is Aug. 27, 2025. The FAQ responding to the questions will be posted on Aug. 29, 2025, at <https://calmhsa.bonfirehub.com/> and on the CalMHSA website at www.calmhsa.org/bids-contracting-opportunities/.

To ensure all parties have access to the same information at the same time, except as stated below, CalMHSA will NOT respond to questions as they are received and will not accept telephonic questions.

It is the sole responsibility of the applicant to refer to the FAQs, which will be posted on CalMHSA's e-Procurement Portal at <https://calmhsa.bonfirehub.com/>.

If applicant is unable to submit questions via the Bonfire e-Procurement Portal, the applicant must provide CalMHSA with an email justification at info@calmhsa.org outlining why they are unable to do so.

If a question relates to a proprietary or trade secrets aspect of a proposal and the question would expose proprietary information if disclosed to competitors, the applicant must mark the question as "CONFIDENTIAL." With the question, the applicant must submit a statement explaining why the question is sensitive. If CalMHSA concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered by email reply, and both the question and answer will be kept confidential. If CalMHSA does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the applicant will be notified and asked whether the applicant would like the question to receive a public response or no response at all.

11. Withdrawal/Proposal Amendment

Applicant may withdraw or amend its proposal, but only before the application submission deadline, directly on CalMHSA's e-Procurement Portal at <https://calmhsa.bonfirehub.com/>.

12. Review of Applications

CalMHSA will receive all applications for completeness and adherence to the RFP rules stated in this document. Following the initial review, all qualified applications will be reviewed and scored by a review panel. The evaluation panel will conduct a fair and impartial evaluation of proposals received in response to this RFP.

CalMHSA may select one or more applicants to provide all or part of the services sought in this procurement. Selection of a proposal will not be based exclusively on price. Other factors will be considered including, but not limited to, applicant's experience, proposed implementation timeline, and demonstrated ability to meet necessary deadlines. CalMHSA will negotiate with one or more applicants who, in the opinion of the review panel, have submitted the best proposal(s) when all factors are considered. If no agreement is reached, CalMHSA may negotiate with other applicants or may choose to extend the proposal period and invite additional proposals. After initial review of all proposals, CalMHSA reserves the right to meet with selected applicants to gather additional information. Additional information may include, but is not limited to, a demonstration of skills or services described in the proposal.

13. Protest Procedures

Protests must be received **no later than five business days after the Notice of Intent to Award is posted on the CalMHSA website**. The sole bases for protest are that the award was (1) in violation of law, (2) in violation of the provisions of this RFP, or (3) in violation of CalMHSA's procurement process. All protests must be in writing and (1) state in detail each and every ground asserted for the protest, citing to the law, RFP provision, or particular provision of the procurement policy on which the protest is based; (2) explain why the error prevented the aggrieved organization from being awarded the contract; and (3) identify the remedy sought.

Written protests can be sent to the following:

Via Email:

info@calmhsa.org

Via Certified Mail:

CalMHSA
Attn: Senior Corporate Counsel
1610 Arden Way, Suite 175
Sacramento, CA 95815

Within 14 days of receipt of any protest, CalMHSA's Executive Director will provide a written decision which shall be final upon transmission to the protesting party. If the Executive Director determines that the error identified by the protesting party has deprived that party from receiving the contract, the Executive Director may act to rectify the error, including but not limited to: cancellation of the RFP or proposed contract, correction or other revision of the awarded contract, termination of an improperly awarded contract, or affirmation of an existing contract if the discovered defect is immaterial or the Executive Director determines that affirmation is in the best interest of CalMHSA.

14. Notice Regarding Public Records Act Requests

CalMHSA is subject to the Ralph M. Brown Act and the California Public Records Act. All proposals received for this RFP are ultimately subject to public review; however, during the competitive bid process, all proposals will be kept confidential. Upon award and execution of the contract by awardee(s), all proposals and supplemental information will be subject to public review, with the exception of those elements of a proposal which contain elements that are clearly marked as confidential or trade secrets. Any such designation should be accompanied by a brief explanation of the reason the information is non-public and protected from disclosure under California law. CalMHSA reserves the right to disregard such designations if they have been applied indiscriminately to non-protected information, and in no event shall CalMHSA, its agents, representatives, consultants, Directors, or Officers be liable to a responding party for the intentional or inadvertent disclosure of all or a portion of a proposal submitted under this RFP, regardless of whether it was marked as confidential or trade secret.

Although the California Public Records Act allows certain confidential or trade secret information to be protected from disclosure, CalMHSA may not be in a position to establish that the information submitted is protected. If CalMHSA receives a request for public disclosure of all or any portion of a proposal that has been designated as exempt from disclosure, CalMHSA will use reasonable efforts to notify the responding party of the request and give such party an opportunity to assert, at its own expense, a claimed exception under the California Public Records Act or other applicable law within the time period specified in the notice issued by CalMHSA and allowed under the California Public Records Act.

15. CalMHSA Contract

The selected applicant (or applicants for multiple awards) must be able to execute a services contract with CalMHSA based on CalMHSA's paper and terms prior to the project start date (or as otherwise specified by CalMHSA). A Certificate of Insurance in alignment with CalMHSA's contract terms will be required prior to contract execution.

16. Format of Proposals

Proposals must be submitted through CalMHSA's e-Procurement Portal at: <https://calmhsa.bonfirehub.com/>. Submissions by other methods will not be accepted. Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox are recommended browsers. JavaScript must be enabled.

Browser cookies must be enabled. Applicants should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. All PDF documents must be formatted in Times New Roman, 12 pt. font, double spaced, unless otherwise indicated in the Requested Information. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

ATTACHMENT A – TERMS AND CONDITIONS

FUNDING AND FUND AVAILABILITY

Funding and Fund Availability: Maximum payments by CalMHSA to Contractor under this Agreement shall not exceed the amount stated in the Scope of Work including all expenses. CalMHSA is not responsible for any fees or costs incurred above the contracted amount and shall have no obligation to purchase additional services or products. This Agreement is subject to fund availability for the Program and is valid and enforceable only if sufficient funds are available for the purposes of this Program. This Agreement is also subject to any additional restriction, limitations or conditions enacted by one or more member counties of CalMHSA (“County Members”), which may affect the provisions, terms, or funding of this Agreement in any manner. If it is determined funds are not available or become unavailable, CalMHSA reserves the right to terminate the Agreement without penalty. Notification of such action will be issued to the Contractor no later than thirty (30) calendar days after CalMHSA has made such funding determination.

Funding Allocation: CalMHSA may reduce, revise, or terminate deliverables, including retroactively, which may impact the funding amount and or funding allocation per deliverable. Funding allocation changes made by CalMHSA shall not require an Agreement amendment unless such changes increase the full Agreement amount. All funding allocation changes are effective upon written notification by CalMHSA.

COMPENSATION, BILLING AND PAYMENT

Compensation: Contractor shall be compensated as set out in the Scope of Work, which represents full compensation for all services and shall be inclusive of all of Contractor’s out-of-pocket expenses incurred in the performance of this Agreement, including travel, unless otherwise agreed to herein.

Budget for Hourly Services: If CalMHSA and Contractor agree that Contractor shall be compensated on an hourly basis, Contractor shall submit a written budget to CalMHSA prior to the provision of any of the Services for CalMHSA’s approval. If Contractor reasonably anticipates that hours billed to CalMHSA may exceed Contractor’s budget, Contractor must promptly notify CalMHSA and obtain CalMHSA’s written approval to amend the budget. CalMHSA will not be responsible for payments to Contractor above the existing budget if Contractor does not receive CalMHSA approval for any amended budget. Contractor budget changes require an Agreement Amendment.

Invoices: Contractor shall submit its invoice to CalMHSA monthly by the 10th of each month for services performed/deliverables met in the previous month. Contractor shall submit its final invoice within fifteen (15) business days from the final deliverable completion/acceptance date. Invoices received outside of these provisions are subject to non-payment. Contractor shall submit the original invoice to accounting as follows:

- A. Email to: accountspayable@calmhsa.org
- B. Each invoice shall contain the following information, at a minimum: Contractor name, invoice number and date; remittance address and phone number; the service month; Agreement account number (provided by CalMHSA); description of completed deliverable; deliverable fee charged; an invoice total; and any additional information required by CalMHSA.
- C. Invoices shall be rendered in arrears.

Payment: CalMHSA shall pay within thirty (30) business days from the date of receipt of a satisfactory invoice, subject to the conditions of this Section 5 and compliance with the Agreement. Deliverables will be paid only upon completion, and not in fractions of the total pricing for such deliverable. Payment shall be made to Contractor only after services have been rendered or deliverables are met, and acceptance has been made by CalMHSA according to CalMHSA's policy for assessing deliverable completion.

Withholding: CalMHSA may delay or withhold any monetary payments due to the Contractor for any of the following reasons (in addition to any other remedies available at law or under this Agreement): a) Payment may be reduced, delayed, or withheld at the discretion of CalMHSA due to contract non-compliance, including failure to meet Service requirements or any deliverables in full and/or on a timely basis; b) CalMHSA will conduct a settlement under this Agreement based on an assessment of completion level of all services and deliverables and compliance with the Agreement, the results of which may result in offsets of the remaining amount to be paid.

INDEPENDENT CONTRACTOR. Contractor is an independent contractor, and no employer and employee is created by this Agreement. The Contractor and its employees or consultants shall not be considered officers, employees or agents of CalMHSA. CalMHSA shall not be liable for any acts or omissions of, nor for any obligations or liabilities incurred by, Contractor, its employees, consultants or subcontractors. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind. Contractor assumes full responsibility for its acts and/or omissions as they relate to the services to be provided under this Agreement. Contractor is solely responsible for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security, and income taxes. Contractor agrees to indemnify and hold CalMHSA harmless from any and all liability which CalMHSA may incur because of Contractor's failure to pay such amounts.

CONFIDENTIALITY. During performance of this Agreement, information and data of a confidential or proprietary nature may be disclosed to the Contractor. Such information which is disclosed by CalMHSA to Contractor, its employees, or its subcontractors during the Term and which is not available in the public domain, already known by the Contractor, or independently developed by the Contractor (hereafter referred to as "Confidential Information"), shall be considered by Contractor as confidential in nature. Contractor agrees to accept such data in confidence, to not disclose such data to others, to comply with all applicable state and federal laws, including all laws governing the confidentiality of patient information and health records, and to refrain from using such data for purposes other than those permitted by the Agreement. Contractor shall be governed by all statutory guarantees of client confidentiality in handling any documents related to specific clients. Contractor may engage in activities with CalMHSA and counties, cities, or other regions to share data for the coordination of public presentations and other purposes as deemed appropriate and acceptable by both parties. Contractor shall use Confidential Information only for internal purposes which are directly related to

the duties set out in this Agreement. In the absence of any written consent by CalMHSA, Contractor agrees to use all reasonable and practicable efforts to prevent disclosure of Confidential Information to third parties. It is understood that this obligation of confidentiality shall not apply to information that (a) is already in Contractor's possession at the time of disclosure thereof, (b) is or later becomes part of the public domain through no fault of Contractor, (c) is received by Contractor from a third party having no obligations of confidentiality to CalMHSA, (d) is independently developed by Contractor, or (e) is required by law or regulation to be disclosed. Upon expiration or early termination of this Agreement, Contractor shall, at CalMHSA's sole discretion, destroy or otherwise dispose of the confidential information subject to this Section. Contractor must agree to all confidentiality requirements set forth above prior to commencing work under this Agreement.

INTELLECTUAL PROPERTY. Contractor hereby assigns ownership of all nonproprietary data, documents, and reports produced under this Agreement ("works") to CalMHSA. Contractor agrees to cause its agents and employees to execute any documents necessary to secure or perfect CalMHSA's legal rights and worldwide ownership in such materials, including documents relating to patent, trademark and copyright applications. Contractor is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards. Notwithstanding the foregoing, Contractor's Intellectual Property ("Contractor IP") that pre-exists this Agreement shall remain the sole and exclusive property of Contractor. Contractor shall not incorporate any Contractor IP into the works prepared pursuant to this Agreement that would limit CalMHSA's use of the works without Contractor's written approval. To the extent that Contractor incorporates any Contractor IP into the Works, Contractor hereby grants to CalMHSA a non-exclusive, non-transferable, perpetual, worldwide, royalty-free license to use and reproduce the Contractor IP to the extent required to utilize the works solely in connection with Contractor's use of the deliverable works. Contractor acknowledges and agrees that, notwithstanding any provision herein to the contrary, CalMHSA's Intellectual Property ("CalMHSA IP") in the information, documents and other materials provided to Contractor shall remain the sole and exclusive property of CalMHSA, and CalMHSA grants to Contractor a non-exclusive, royalty-free, non-transferable license to use and reproduce CalMHSA IP solely for the purposes of performing its obligations under this Agreement. Any information, documents or materials provided by CalMHSA pursuant to this Agreement and all copies thereof (including Confidential Information) shall upon the earlier of CalMHSA's request or the expiration or termination of this Agreement be returned to CalMHSA, unless retention is permitted or required by the Agreement.

TERMINATION. For Convenience: Either party may terminate this Agreement for convenience at any time upon giving the other party thirty (30) calendar days' written notice. If such notice is given by CalMHSA, upon receipt, Contractor shall stop all work in a timely manner and use its reasonable efforts to limit any outstanding financial commitments under this Agreement. Contractor shall reimburse CalMHSA for any advance funds received and shall only retain the appropriate amount for any of the Services provided up to the date of notice, including non-cancellable obligations. In the

event CalMHSA terminates Contractor's work for convenience, Contractor shall be entitled to payment for any of the Services provided prior to the effective date of said termination, subject to the terms of the Agreement. **For Cause:** Failure of either party to comply with any material provision of this Agreement shall constitute a material breach. In the event of such a breach the non-breaching party will notify the breaching party of such determination and afford the breaching party a reasonable time period within which to cure the breach; the breaching party shall provide a plan for correction within fifteen (15) business days of notification of breach; the non-breaching party shall provide an approval or rejection of such plan within ten (10) business days of receipt of plan; and the non-breaching party may withhold payment during breach. Should the parties not reach consensus on the correction plan or should the breaching party not correct the deficiencies within the period agreed to by the parties, the non-breaching party may terminate this Agreement immediately by written notice of termination. If Contractor fails to perform as required under the Agreement, CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach. Upon receipt of notice of termination pursuant to this Section, Contractor shall stop work as of the date specified, and transfer to CalMHSA any materials that would have been required to be furnished to CalMHSA. In addition, the non-breaching party may avail itself of any other remedies available at law or under this Agreement.

INDEMNIFICATION. Contractor shall indemnify, hold harmless and defend CalMHSA, its officers, directors, employees, agents, members and consultants from and against any and all claims, costs, losses, fees, penalties, fines, injury, damage(s) and liabilities arising from the Services or work provided or to be provided under the Agreement or due to Contractor's failure to comply with the term of the Agreement.

AUDITS; ACCESS TO RECORDS. Contractor agrees that CalMHSA, or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated or required by applicable law. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, in the event the value of this Agreement exceeds \$10,000, Contractor understands that the State of California may audit records and interview staff regarding any contract or subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). If such records are not kept and maintained by Contractor within the State of California, Contractor shall, upon request of CalMHSA, make such records available to CalMHSA for inspection at a location within the state or Contractor shall pay to CalMHSA the reasonable, and necessary costs incurred by CalMHSA in inspecting Contractor's records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. Upon request by CalMHSA, Contractor shall provide CalMHSA a copy

of Contractor's most recent compiled, reviewed or audited financial reports. CalMHSA may request updated reports during the term of the contract.

PUBLIC RECORDS. All correspondence, documents, records, or other written materials submitted to CalMHSA become the property of CalMHSA, and are therefore potentially subject to disclosure under the California Public Records Act ("CPRA"; see Govt. Code Section 6250 et seq.).

AMENDMENT. No amendment or variation of the terms of this Agreement (including but not limited to the Scope of Work) shall be valid unless made in writing signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

QUALIFICATION TO DO BUSINESS IN CALIFORNIA. Contractor hereby certifies that its directors, officers, partners, agents, employees, and subcontractors have obtained and maintain all licenses, permits, certifications, and other documents necessary for Contractor's performance of this Agreement. Contractor shall immediately notify CalMHSA of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to Contractor's performance of this Contract and qualification to do business in the State of California.

DISPUTES/ALTERNATIVE DISPUTE RESOLUTION. During any dispute, Contractor shall continue with the responsibilities under this Agreement, unless directed otherwise by CalMHSA in writing. Disputes do not include the Contractor's failure to perform any requirements under this Agreement, and this Agreement may be terminated by CalMHSA with or without cause without following the dispute process. The parties agree that any dispute or claim arising out of or relating to the Agreement or the services provided hereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location designated by the parties. If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) calendar days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude Contractor from filing a timely formal claim in accordance with applicable California law provided, however, that Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.

FINAL SETTLEMENT. Contractor agrees to maintain and retain all appropriate records and allow access to those records as provided in this Agreement. Contractor agrees to furnish duly authorized representatives from CalMHSA access to records and to disclose to CalMHSA representatives all financial records necessary to review the Services and to evaluate the cost, quality, appropriateness and timeliness of same. If the appropriate court, federal or state agency, or CalMHSA, determines that all, or any part of, the payments made by CalMHSA to Contractor pursuant hereto are or were not payable in accordance with this Agreement, or any other applicable provision of law, ordinance, code, regulation, contract, or applicable agreement; or that the Contractor, its officers,

agents, employees or subcontractor committed fraud or abuse in connection with work arising out of the performance of this Agreement, said payments or related amounts shall be repaid on demand by Contractor to CalMHSA. Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging CalMHSA, its officers and staff, from all liabilities, obligations, and claims arising out of or under the Agreement, except for any claims specifically described in detail in such release. At the conclusion of the Services to be provided hereunder this Agreement, and as part of the content to be delivered to CalMHSA and its agents hereunder, Contractor shall execute any documents necessary to effectuate any transfer of rights described in this Agreement. Contractor shall also arrange for execution of any necessary documents by those subcontractors, if any, involved in any development of work as to which CalMHSA is obtaining rights pursuant to this Agreement.

INSPECTION OF DOCUMENTS AND MATERIALS. Contractor shall maintain and make available to CalMHSA for its inspection and use during the term of this Agreement, all documents and materials required to be provided to CalMHSA under this Agreement. Contractor's obligations hereunder shall continue for three years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by CalMHSA), and Contractor shall in no event dispose of, destroy, alter or mutilate said documents and materials, for three years following CalMHSA's last payment to Contractor under this Agreement. It is the responsibility of Contractor to ensure all documents and materials comply with applicable industry regulations and standards.

CONFLICT OF INTEREST PROHIBITION. Contractor represents and warrants that Contractor has no business, professional, personal, or other interest that would conflict in any manner with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises, Contractor shall immediately inform CalMHSA in writing of such conflict and if, in the reasonable judgment of CalMHSA, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then CalMHSA may terminate the Agreement immediately upon written notice to Contractor with such termination effective upon notice receipt.

USE OF PUBLIC FUNDS. Contractor, including its officers and members, shall not use funds received from CalMHSA pursuant to this Agreement to support or pay for costs or expenses related to 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 lobbying for either the passage or defeat of any legislation. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as public funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

DISCLAIMER OF RESPONSIBILITY FOR CONTENT OF CONTRACTOR'S PUBLICATIONS. CalMHSA will not be responsible for the content of Contractor's publications, whether electronic, broadcast, printed, or otherwise. If CalMHSA is identified as a sponsor of, or otherwise identified in, Contractor's website, blog, social media page, or other site, and if Contractor allows members of the public to contribute to its website,

blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:

All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make available here. [Contractor Name] and CalMHSA are in no way responsible for the content posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site's content.

CO-MARKETING/USE OF BRANDING. The parties may agree to co-operate together, and co-market successful work and services completed as part of this Agreement or any part thereof related to a Program but are not required to do so. Each party must consent to any proposed marketing or co-marketing related to the services provided under the Agreement, including the scope, channel(s), content and limitations of same. Neither party may use the other party's name, copyrights, trademarks, branding, IP, content, social media channels, or content protections without the written consent of the other party nor disparage the other party and if the parties agree to allow marketing jointly or otherwise, the posting party must follow the branding guidelines of the non-posting party. The parties may also agree to collaborate on publicity content upon the written consent of both parties regarding the concept, form, channel, content and related items.

FORCE MAJEURE. The following shall be considered force majeure events: revolutions, insurrections, riots, wars, acts of enemies, pandemics (except for Covid-19), government-declared emergencies, strikes, floods, fires, acts of god, or any cause, whether of the class of causes enumerated above or not, that is outside the control of the party whose performance is or will be impaired and which such party is unable to prevent by the exercise of reasonable diligence. Upon occurrence of a force majeure event, the non-performing party shall promptly notify the other party that a force majeure event has occurred and explain its anticipated effect on performance, including its expected duration. The non-performing party shall furnish the other party with periodic reports regarding the progress of the force majeure event. The non-performing party shall use reasonable diligence to minimize damages and to resume performance. If the parties agree that because of the force majeure event the purposes of the Agreement will be substantially frustrated, the Agreement will be deemed to have been terminated as of the time of such agreement, and the obligations of the parties will be those set forth in the Termination section regarding contracts terminated for convenience.

PUBLIC HEARINGS. If public hearings on a subject matter dealt with in the Agreement are held within one year from the Agreement expiration date to the extent that it can do so, Contractor shall make available to testify the personnel assigned to the Agreement at

the actual rates of compensation of such personnel. CalMHSA shall reimburse Contractor for actual travel and compensation costs of said personnel for such testimony as may be requested by CalMHSA. Compensation and travel rates may not exceed those normally permissible by Contractor under its own policies or regulations.

NON-DISCRIMINATION. During the performance of this Agreement, Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by CalMHSA to implement such articles. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and CalMHSA 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 CalMHSA shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

TIME OF ESSENCE. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions.

SUBSTITUTION/NON-DELEGATION. Contractor's key personnel may not be substituted without notice to and non-objection by CalMHSA. Contractor shall not subcontract, assign or delegate any portion of this Agreement's duties or obligations hereunder without CalMHSA's prior written approval.

WAIVER. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right

or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

ENTIRE AGREEMENT. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to its subject matter. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties.

SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, Indemnification, Final Settlement, Intellectual Property, Confidentiality, and Audits/Access to Records, shall survive termination or expiration.

SEVERABILITY. If an administrative tribunal or court of competent jurisdiction holds any provision of this Agreement, or the application of any provision or part, to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions or applications of them, shall remain valid and enforceable to the fullest extent permitted by law.

NOTICE. All notices, requests, demands, or communications under this Agreement shall be in writing unless otherwise noted in this Agreement. Notices shall be given as follows: Personal delivery: When personally delivered to the recipient, notice is effective on delivery; First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a USPS office or mailbox.; Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt; Overnight Delivery: When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service; Email: When delivered via email, notice is effective upon (i) a "received" or "read" receipt when the sender has no reason to believe the party being emailed will not receive the message, or (ii) upon acknowledgement of receipt by the recipient. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the delivery service.

AUTHORITY TO SIGN. By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTACHMENT B – INSURANCE REQUIREMENTS

INSURANCE. Contractor and its CalMHSA authorized subcontractors utilized on this Agreement shall purchase and maintain policies of insurance with an insurer or insurers. If Contractor has any employees or offices in the State of California, its insurers must be admitted in the State of California, and with a current A.M. Best's rating of no less than A-. If Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided below. If Contractor is a California public entity, Contractor may satisfy the below requirements through commercial insurance or through self-insurance. Insurance shall include:

A. If Contractor has employees, Contractor shall carry workers' compensation insurance per the laws of the State of California (or the laws of the State in which the employees perform their work), and such insurance shall waive subrogation against CalMHSA.

B. Contractor shall carry automobile liability insurance including coverage for owned and hired vehicles. For non-owned vehicles, employees, consultants of Contractors and any subcontractors must be required to carry their own insurance. Such insurance is required should Contractor, its employee, consultants, or its subcontractor use a vehicle in the performance of any of the services under this Agreement.

C. Contractor shall also carry commercial general liability insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence. In the event this Agreement is for a total amount of \$5,000,000 or more, such policies shall have limits of at least \$2,000,000 per accident or occurrence.

D. If applicable (i.e., Contractor or its employees, contractors or subcontractors are providing professional services, advisory services, are professionals or licensed in their field or are providing technology/development work), Contractor shall carry professional liability insurance applicable to wrongful acts, errors or omissions that may cause financial loss to CalMHSA, including contractual liability, with limits of at least \$1,000,000 per claim, or at least \$2,000,000 per claim if the total amount of this Agreement exceeds \$5,000,000. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least four years thereafter. Contractor must provide its and its subcontractors' professional liability insurance coverage certificate each year or when asked by CalMHSA.

E. If Contractor has employees with access to CalMHSA funds or financial accounts, Contractor shall maintain a commercial crime (fidelity) policy with third-party property and employee dishonesty coverage with a minimum limit of \$1,000,000.

F. Each policy of insurance required in Subsection C shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) calendar days' written notice shall be given to CalMHSA prior to cancellation of such policy; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.

G. Contractor shall notify CalMHSA of any material change in each policy required under this Section at least thirty (30) calendar days prior to any such change. Contractor shall immediately, and in no instance later than seven (7) calendar days after, notify CalMHSA in the event of the cancellation or failure to renew of any policy required in this Section.

H. As to any policy of insurance required by this Section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.

I. Prior to commencing work, and with no additional request from CalMHSA, Contractor shall deliver to CalMHSA certificates of insurance ("COI") and at the beginning of each new year of the Term and any COIs for professional liability coverage for each of the 4 years following the end of the Term per Section C, as well as any required additional insured endorsements demonstrating compliance with these requirements. Upon request by CalMHSA, Contractor shall provide copies of any required insurance policies within ten (10) business days. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, terminate this Agreement, or secure such insurance in the name of and for the account of Contractor, and in such event, Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.

J. If Contractor does not include all subcontractors as insureds under Contractor's own policies, Contractors shall provide CalMHSA with each subcontractor's evidence of insurance coverage as required of Contractor. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein and shall require that each subcontractor name CalMHSA and Contractor as additional insureds on the subcontractor's commercial general liability policy. Contractor shall obtain

CalMHSA Request for Proposal

CalMHSA's prior written approval of any subcontractor request for modification of the required insurance.

Certificate holder on the policy as "California Mental Health Services Authority (CalMHSA) 1610 Arden Way, Suite 175, Sacramento, CA 95815"