



**REQUEST FOR QUALIFICATIONS:  
(RFQ No. DPW2024-004)**

**Professional Architecture and Engineering Services  
for a new Psychiatric Health Facility (PHF)  
Project #170261**

**Date Released: September 10, 2024**

**Statements of Qualifications Due: September 24, 2024 (Received by 5 p.m.)**

**Humboldt County Public Works Department  
1106 Second Street  
Eureka, California 95501**

**On behalf of:  
Humboldt County Department of Health and Human Services – Behavioral Health Division**

**REQUEST FOR QUALIFICATIONS – NO. DPW2024-004**  
**PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES**  
**FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT**

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PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES  
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT**

**1.0 DEFINITIONS:**

**1.1 Terms:**

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Qualifications.
- B. **Consultant.** As used herein, the term “Consultant” refers to any individual, firm or company submitting a Statement of Qualifications in response to this Request for Qualifications.
- C. **Consultant Services Agreement.** As used herein, the term “Consultant Services Agreement” refers to the contract between the County and the Successful Consultant regarding the provision of the professional architecture and engineering services.
- D. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Facilities Management Division.
- E. **Project.** As used herein, the term “Project” refers to a new Psychiatric Health Facility Project.
- F. **Project Team.** As used herein, the term “Project Team” refers to the members of a Consultant’s staff, and all subconsultants, that will be responsible for providing the professional architecture and engineering services set forth in this Request for Qualifications.
- G. **Statement of Qualifications.** As used herein, the term “Statement of Qualifications” refers to the document submitted by a Consultant in response to this Request for Qualifications.
- H. **Successful Consultant.** As used herein, the term “Successful Consultant” refers to the individual, firm or company that the County chooses to enter into a final Consultant Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Qualifications have been successfully completed.
- I. **Services.** As used herein, the term “Services” refers to specified professional architecture and engineering services that are required to assist the County with the new Psychiatric Health Facility Project.

**1.2 Abbreviations:**

- A. **BHCIP.** As used herein, the abbreviation “BHCIP” refers to the Behavioral Health Continuum Infrastructure Program, a grant funding program administered by the State of California Department of Health Care Services.
- B. **DHCS.** As used herein, the abbreviation “DHCS” refers to the California Department of Health Care Services.
- C. **PHF.** As used herein, the abbreviation “PHF” refers to a Psychiatric Health Facility. A Psychiatric Health Facility provides 24-hour inpatient care for people with mental health

disorders and related conditions.

- D. **RFQ.** As used herein, the abbreviation “RFQ” refers to this Request for Qualifications seeking consulting firms to provide professional architecture & engineering services to assist the County with a new Psychiatric Health Facility project.
- E. **SOQ.** As used herein, the abbreviation “SOQ” refers to a Statement of Qualifications submitted by a Consultant in response to this Request for Qualifications.

## 2.0 **INTRODUCTION:**

### 2.1 **Statement of Purpose:**

The County of Humboldt (“County”), by and through its Public Works Department – Facilities Management Division, is issuing this request for Qualifications (“RFQ”) to retain an experienced and qualified consulting firm to provide professional architecture and engineering services (“Services”) for a new Psychiatric Health Facility Project (“Project”). The Successful Consultant must have the ability to provide trained and experienced personnel and staff to perform the Services set forth in this RFQ, which include, without limitation, preparing programming and planning studies, architectural design, building systems engineering, construction administration and other miscellaneous support services. This RFQ is being issued specifically for the purposes of supporting the County’s application for grant funding under the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program (BHCIP). As a result, this RFQ seeks to retain a design team that can both a) initially support the County’s fast-track application process and b) continue with the project should the County’s application for grant funding be approved. The application is due December 13, 2024. An unsuccessful grant application will terminate or suspend the Project. It should be noted that this RFQ is a non-binding solicitation for such Services and may be canceled at any time.

### 2.2 **Project Background:**

The County desires to design and construct a new stand-alone Behavioral Health building with provisions for a 16 beds Psychiatric Health Facility and a +/- 4 bed locked Mental Health Rehabilitation Center (MHRC) on County-owned land located in Eureka, California. The new facility will include, at minimum, the following elements:

- Nurse’s station
- Treatment spaces
- Examination rooms
- Pharmacy
- Kitchen and dining area
- Laundry, showers & bathrooms
- Community room
- Access to safe and secure outdoor space for patients
- Offices for Clinicians & RNs
- Offices for discharge planner, utilization review, medical

The site will be designed to include hardscape and landscaped exterior areas and site improvements including parking, fencing, stormwater mitigation and flatwork as necessary to construct a new

facility for use by Behavioral Health staff and the public. Possible project site locations will be reviewed with the Successful Consultant before establishing the final site and complete scope of work.

The project will be a fully sprinklered building and may include, without limitation, all of the following: concrete; masonry; metals; carpentry; casework; thermal and moisture protection; doors and windows; finishes; specialties; elevator; lab furnishings and equipment (as determined by staff and design team); electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security systems; site improvements; fencing; site utilities; supplemental photovoltaic (solar) power and storage; emergency power; and fire protection systems.

### **2.3 Process Overview:**

Information received as part of the Statements of Qualification (“SOQ”) submitted in response to this RFQ shall be objectively evaluated to identify the Consultant that is best qualified to provide the Services set forth in this RFQ. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFQ, a Consultant Services Agreement pertaining to the provision of Services set forth in this RFQ will be awarded to the Successful Consultant. The final Consultant Services Agreement for Phase 1 Services will have a term of twelve (12) months unless, prior to its expiration, such term is extended through written amendment to the Consultant Services Agreement. The maximum total amount payable by the County pursuant to the terms and conditions of the Consultant Services Agreement for Phase 1 Services is currently estimated to be a maximum of One Hundred Fifty Thousand Dollars (\$150,000.00), which will need to be expended on a fast-track delivery in less than 6 weeks of time. The maximum total amount payable by the County pursuant to the terms and conditions of the Consultant Services Agreement extension for Phase 2 Services is dependent on the scope of the project but is estimated to be greater than One Million Dollars (\$1,000,000.00).

### **3.0 PRELIMINARY SCOPE OF SERVICES:**

#### **3.1 Outline of Anticipated Services:**

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare SOQs submitted in response to this RFQ. The precise scope of services that will be incorporated into the final Consultant Services Agreement shall be the subject of negotiations between the County and the Successful Consultant. Due to the nature of this solicitation, the Preliminary Scope of Services is divided into two discrete phases of work.

#### **Phase 1 – Application Support and Conceptual/Schematic Design**

A. **Architecture and Engineering Services.** The types of architecture and engineering services that the Successful Consultant may be required to provide pursuant to the terms and conditions of the final Consultant Services Agreement may include, without limitation, all of the following:

1. Providing an initial application-support phase tailored to the requirements as described in Attachment B – BHCIP Round 1(2024): Launch Ready Request for Applications. This phase of work will be focused on pre-design, programming, and conceptual/schematic design with an emphasis on the following: site investigation, zoning & entitlement review, building code review, site planning, the development of basis of design narratives including engineering disciplines, the development of proposed program area

tabulations, the preparation of at least two (2) color perspective renderings of the proposed project, and coordination with a County-led multi-disciplinary team that will prepare and submit the grant application. The County's team will consist of representatives from the Department of Health and Human Services, the Department of Public Works, and third-party consultants providing cost estimating services, geotechnical services, land surveying, environmental consultation, and real estate due diligence. Phase 1 Services need to be completed, and deliverables received by the County, in advance of the December 13, 2024 application deadline. This is a discrete phase of work for which the Successful Consultant and County will negotiate a specific Consultant Services Agreement subject to the terms of this RFQ.

## **Phase 2 – Completion of Design, Construction Documents & Construction Contract Administration**

Should the County's grant application be successful, the Successful Consultant will be requested to negotiate an extension to the Consultant Services Agreement with the County to finalize the services required to complete the project. The precise scope of services that will be incorporated into the final Consultant Services Agreement shall be the subject of negotiations between the County and the Successful Consultant.

**B. Continued Architecture and Engineering Services.** The types of architecture and engineering services that the Successful Consultant may be required to provide pursuant to the terms and conditions of the final Consultant Services Agreement may include, without limitation, all of the following through all typical project phases including Schematic Design, Design Development, Construction Documentation, Bidding & Negotiations, Construction Administration and Project Closeout.:

1. Continuation and completion of pre-design services such as programming refinement, continued site planning, identifying site issues requiring further investigation and coordination, and general project budget estimating for planning purposes. Deliverables may include programming documentation, bubble diagrams, planning drawings, code compliance reports.
2. Providing project planning; architecture, interior design, landscape architecture, and associated engineering for the project. Work will be structured in phases and will include discrete phases of schematic design, design development, construction documents, bidding & negotiations, construction administration, and project closeout. Deliverables may include drawings, specifications, engineering calculations, energy calculations, miscellaneous reports, construction cost estimates, construction administration documentation, as-built drawings and letters of conformance.
3. Providing full consulting engineering services to complete the project, expected to include civil engineering, structural engineering, mechanical engineering, electrical engineering, fire protection and other specialized building systems engineering as needed to support Psychiatric Health Facility design as required by the scope of the project.
4. Providing wet and dry utility coordination with utility providers including electricity, natural gas, water, sewer and other utility services as may be required for the construction and future operation of the building. This will include expediting a PG&E electrical service application with follow-up support as necessary.

5. Reviewing and recommending facility resiliency and sustainability measures including emergency power generation, supplemental photovoltaic (solar) power and storage, rainwater and/or gray water harvesting systems, and other applicable technologies or approaches as required by the California Building Code, and warranted by the project site, stakeholder inputs, and budgetary restrictions.
6. Coordinating and managing the entitlement and permitting process for the project, including planning and zoning reviews, building department submittal of construction documents, and addressing all construction document modifications required to secure agency approvals throughout the process. The Successful Consultant will prepare all applications and attend meetings or hearings as necessary to secure all approvals.
7. Ensuring that all applicable construction plans, specifications and designs for the project comply with the Americans with Disabilities Act Accessibility Design Guidelines and Standards and all applicable accessibility provisions in the California Building Code.
8. Providing ongoing grant support to the County in the form of progress reports, written narratives, schedule updates, and related design deliverables necessary to demonstrate progress to representatives from the BHCIP grant program.

### **3.2 Project Development:**

The County expects that the Successful Consultant will maintain timely and regular communication with the County throughout the term of the final Consultant Services Agreement in order to plan and organize information, including, without limitation, participating in regular planning and coordination meetings, providing monthly written updates and providing drafts of work to provide as progress reports to grant funders.

## **4.0 REQUIREMENTS STATEMENT:**

### **4.1 Eligibility Requirements:**

- A. **Required Qualifications.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must possess, at a minimum, all of the following qualifications:
  1. At least ten (10) years of experience in providing services equivalent to those set forth in this RFQ.
  2. At least three (3) behavioral health projects constructed within the past ten (10) years.
  3. Familiarity with local, state, and federal laws, regulations, standards and best practices applicable to the Services set forth in this RFQ.
  4. Familiarity and experience designing Psychiatric Health Facilities (PHF), Acute Psychiatric Hospitals, or related mental health facilities and the applicable regulations pertaining thereto, including but not limited to the California Department of Health Care Access & Information (HCAi, formerly known as OSHPD), the California Department of Health Care Services (DHCS), the California Building Code (CBC), the National Fire Protection Association (NFPA), and other applicable regulations as required to satisfy the requirements of the grant opportunity this RFQ is associated with.



5. Knowledge of current architecture and engineering practices and techniques, including, without limitation, the ability to prepare and review construction plans and specifications.
6. Knowledge of the standard methods, techniques and practices used in the design and construction of a variety of public works projects in the State of California.
7. Excellent verbal and written communication skills.

**B. Required Personnel.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must have personnel that are capable, competent and experienced in performing the Services set forth herein with minimal instruction. The types of personnel that Consultants must have available shall include, without limitation, appropriately licensed architects, project managers, professional engineers and engineering staff that are responsible for providing, coordinating and scheduling the Services set forth in this RFQ.

**4.2 Licensure, Certification and Accreditation Requirements:**

In order to be considered for an award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

**5.0 SCHEDULE OF EVENTS:**

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFQ process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (“PST”). The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of SOQs.

<b>EVENT</b>	<b>DATE</b>
RFQ Issued by the County:	September 10, 2024
Deadline for Submission of Questions:	September 16, 2024
Deadline for Responses to Questions:	September 18, 2024
Deadline for SOQs to be Received:	September 24, 2024, 5:00 p.m. PST
Consultant Interviews (if necessary - virtual):	TBD
Completion of Review and Evaluation Process:	October 1, 2024
Finalization of Consultant Services Agreement:	October 8, 2024 (Tentative)
All Phase 1 deliverables due for County review	December 6, 2024

**6.0 GENERAL INFORMATION REGARDING STATEMENTS OF QUALIFICATIONS:**

**6.1 Submission of Statements of Qualifications:**

Consultants shall prepare and submit one (1) original SOQ, and one (1) electronic copy thereof, in PDF format on a CD, DVD or thumb drive, by **5:00 p.m. PST, on September 24, 2024**. SOQs shall be signed by an authorized agent of the Consultant, and must be placed in a sealed envelope clearly

marked “RFQ No. DPW2024-004” along with the name and address of the Consultant and the closing date and time for submission of SOQs. SOQs that are not signed by an individual authorized to bind the Consultant will be rejected. SOQs shall be personally delivered or mailed to:

COUNTY: Humboldt County Department of Public Works  
Attention: Thomas K. Mattson, Director  
1106 Second Street  
Eureka, California 95501

SOQs submitted to any other County office will be rejected and returned to the Consultant unopened. Time is of the essence, and any SOQs received after the above-referenced date and time for submittal, whether by mail or otherwise, will be rejected and returned to the Consultant unopened. It is the sole responsibility of the Consultant to ensure that its SOQ is received before the submittal deadline, and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFQ precludes the County from extending the deadline for submission of SOQs or from requesting additional information at any time during the evaluation process.

## **6.2 Withdrawal of Submitted Statements of Qualifications:**

A Consultant may withdraw its SOQ at any time prior to the above-referenced submittal deadline by submitting a written notification of withdrawal signed by the consultant or an authorized representative thereof. Consultants must retrieve the entire sealed SOQ package in person. SOQs will become the County’s property after the submission deadline has passed.

## **6.3 Modification of Submitted Statements of Qualifications:**

Any Consultant who wishes to make modifications to a submitted SOQ must withdraw its initial SOQ as required by this RFQ. It is the responsibility of the Consultant to ensure that a modified SOQ is resubmitted before the designated deadline for submission of SOQs in accordance with the terms of this RFQ. SOQs may not be changed or modified after the submission deadline.

## **6.4 Consultant Investigations:**

Before submitting a SOQ, each Consultant shall make all investigations and examinations necessary to ascertain its ability to perform the Services set forth in this RFQ in accordance with the requirements and standards described herein. In addition, each Consultant shall verify any representations made by the County that the Consultant will rely upon. Failure to make such investigations and examinations will not relieve the Consultant from its obligation to comply with all provisions and requirements set forth in this RFQ. In addition, a Consultant’s lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Consultant.

## **6.5 Conflict of Interest:**

By submitting a SOQ in response to this RFQ, Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in the preparation or submission of such SOQ.

## **6.6 Public Records and Trade Secrets:**

All SOQs and materials submitted in response to this RFQ shall become the County’s property and

are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFQ, and all SOQs submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a SOQ that is deemed to be a trade secret by the Consultant shall be clearly marked “PROPRIETARY INFORMATION” at the top of the page in at least one-half inch (1/2”) letters. Specifically identified proprietary information will not be released, if the Consultant agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a SOQ in response to this RFQ, the Consultant agrees that the County’s failure to contact the Consultant prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof.

**6.7 Expenses Incurred in Preparing Statements of Qualifications:**

The County accepts no responsibility for, and shall not pay any costs resulting from, or associated with, a Consultant’s participation in this RFQ process, including, without limitation, the preparation and presentation of a SOQ.

**6.8 Right to Reject Statements of Qualifications:**

The County reserves the unqualified right to reject any and all SOQs or to waive, at its sole discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a SOQ.

**7.0 REQUIRED FORMAT OF STATEMENTS OF QUALIFICATIONS:**

**7.1 General Instructions and Information:**

**A. Content Requirements.** In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, the following conditions must be satisfied:

1. SOQs must be submitted in accordance with the standards and specifications set forth in this RFQ and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. SOQs must be complete and specific unto themselves. For example, “*See Enclosed Brochure*” will not be considered an acceptable response.
3. SOQs must contain information which enables the County to evaluate the Consultant’s ability to provide the Services set forth in this RFQ.
4. All information, statements, letters and other documentation and attachments required by this RFQ must be included with the SOQ.
5. Receipt of all Addenda to this RFQ, if any, must be acknowledged on the bottom of the Signature Affidavit sheet attached to the SOQ.

**B. Presentation Requirements.** In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, the following conditions must be satisfied:

1. SOQs must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.

2. SOQs must be uniformly typed in twelve (12) point font on standard eight and one-half (8.5) by eleven (11) inch white paper, single or double sided, with:
  - a. Each section and subsection clearly titled;
  - b. Each page consecutively numbered, including all attachments;
  - c. Each page having one (1) inch margins; and
  - d. Each page being clean and suitable for copying.
3. SOQs must not be any more than seventy-five (75) pages in length inclusive of cover page, table of contents and section separators. SOQs exceeding such maximum page length may be rejected by the County.

C. **Formatting Requirements.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, SOQs shall include all of the sections set forth below. Failure to follow this format may result in the rejection of the SOQ.

- 1.0 Introductory Letter
- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 References
- 7.0 Supplemental Documentation
- 8.0 Evidence of Insurability and Business Licenses
- 9.0 Exceptions, Objections and Requested Changes
- 10.0 Required Attachments

#### 7.2 **Introductory Letter:**

The introductory letter shall, in one (1) page or less, summarize Consultant’s qualifications and experience regarding the provision of the Services set forth in this RFQ. The introductory letter must provide the Consultant’s current contact information, list any subconsultants that may be used to provide the Services set forth in this RFQ and identify where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Consultant.

#### 7.3 **Signature Affidavit:**

Each SOQ must contain a signed and completed Signature Affidavit, which is attached to this RFQ as Attachment C – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Consultant. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

#### 7.4 **Table of Contents:**

SOQs shall include a comprehensive table of contents that identifies submitted material by sections

1.0 through 10.0 listed above and any subsections thereof with sequential page numbers.

## 7.5 **Business Profile:**

SOQs shall include a clear and concise narrative which identifies the ability of the Project Team (led by the Consultant) to provide the Services set forth in this RFQ.

**A. Company Overview.** The Business Profile must include an overview of the business structure and operation of the Consultant's firm. The company overview should include, at a minimum, all of the following items:

1. The Consultant's business name, physical location, mission statement, legal business status and current staffing levels.
2. A detailed description of the Consultant's current and previous business activities, including, without limitation:
  - a. The history of the Consultant's firm, including the date when the firm was founded and how innovation and high-quality performance is fostered thereby.
  - b. The number of years the Consultant has been operating under the present business name and any prior business names under which the Consultant has provided services equivalent to those set forth in this RFQ.
  - c. The number of years the Consultant has been providing services equivalent to those set forth in this RFQ.
  - d. The total number of government agencies for which the Consultant has provided services equivalent to those set forth in this RFQ.
3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFQ that has been brought by or against the Consultant, including the nature and result of such litigation, if applicable.
4. A detailed description of any fraud convictions related to public contracts, if applicable.
5. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
7. A detailed description of any controlling or financial interest the Consultant has in any other firms or organizations, or whether the Consultant's firm is owned or controlled by any other firm or organization. If the Consultant does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

**B. Overview of Qualifications and Experience.** The Business Profile must include an overview of the Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFQ. The overview of qualifications and experience should include, at a minimum, all of the following items:

1. Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subconsultants that will be responsible for providing Services set forth in this RFQ.
2. The number of staff members employed by each subconsultant included in the Project Team that are currently providing services equivalent to those set forth in this RFQ.
3. A detailed description of the Project Team’s overall experience in providing services equivalent to those set forth in this RFQ.
4. A detailed description of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFQ, including, without limitation, job titles, responsibilities, special training and licenses.
5. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFQ that has been brought by or against any subconsultant, including the nature and result of such litigation, if applicable.
6. A detailed description of any fraud convictions related to public contracts, if applicable.
7. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
8. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.

#### **7.6 Quality Assurance Capabilities:**

- A. **Description of Services.** SOQs shall include an overview of how the Services provided by the Project Team will comply with the requirements set forth in this RFQ and the sample Consultant Services Agreement attached hereto. The description of services portion of the SOQ should include, at a minimum, all of the following items:
  1. A detailed description of each Project Team member’s role and responsibilities regarding the provision of the Services set forth in this RFQ.
  2. A detailed description of any Services set forth in this RFQ that will not be included in the Services provided by the Project Team and the reason for the exclusion thereof.
  3. A detailed description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFQ.
- B. **Project Understanding and Quality Control.** SOQs must include an overview of the Consultant’s policies and procedures regarding quality control. The quality control overview should include, at a minimum, all of the following items:
  1. A detailed description of the Consultant’s understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFQ.

2. A detailed description of the quality control strategies that will be utilized by the Consultant to achieve the goals and objectives of the project in an efficient manner.
3. A detailed description of the Consultant’s management expertise and approach, and how such expertise and approach will assure staff and Project Team continuity and timely provision of the Services set forth in this RFQ pursuant to the terms and conditions of a final Consultant Services Agreement.
4. A detailed description of the expected communication channels between the Consultant’s staff and the County to ensure that the Services set forth in this RFQ will be performed to the County’s satisfaction, including, without limitation, how potential problems will be resolved.

### 7.7 **References:**

- A. **Reference Data Sheet.** SOQs shall include a minimum of three (3) Reference Data Sheets, which is attached hereto as Attachment C – Data Reference Sheet and incorporated herein by reference as if set forth in full, containing present and past performance information from a minimum of three (3) and maximum of five (5) former clients, preferably government agencies, to whom the Consultant has provided services equivalent to those set forth in this RFQ within the past five (5) years.
- B. **Required Information.** The information provided with each reference must be clearly correlated to the Services and responsibilities set forth in this RFQ. Each reference must include, at a minimum, all of the following information:
  1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
  2. The dates of project commencement and completion for each referenced client.
  3. A detailed description of the services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
  4. A detailed description of how the services provided by the Consultant led to accomplishment of each referenced client’s project objectives.
  5. Project details including the initial construction budget amount and final construction cost (including all change orders) of each referenced client’s project.
  6. A detailed description of the project, including building area, construction type, project site & setting (urban, suburban or rural), and any other pertinent details. A separate sheet including this information and images of the work may be included.
  7. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Consultant’s knowledge.

### 7.8 **Supplemental Documentation:**

SOQs shall include a detailed description of any and all reports, drawings, studies, invoices and any other pertinent documents, that may be prepared and/or used to provide the Services set forth in this

RFQ pursuant to the terms and conditions of a final Consultant Services Agreement. Examples of each document described in the documentation section of the SOQ may be attached thereto.

### **7.9 Evidence of Insurability and Business Licenses:**

All Consultants shall submit evidence of eligibility for all insurances required by the sample Consultant Services Agreement that is attached hereto as Attachment D – Sample Consultant Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of a final Consultant Services Agreement, the Successful Consultant will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. However, Consultants should not purchase additional insurance until a final Consultant Services Agreement has been awarded by the County. In addition, all Consultants shall certify the possession of any and all licenses and/or certifications required for the provision of the Services set forth in this RFQ.

### **7.10 Exceptions, Objections and Requested Changes:**

Consultants should carefully review the terms and conditions of this RFQ. Any exceptions, objections or requested changes to this RFQ, and/or the sample Consultant Services Agreement attached hereto, shall be clearly explained in the SOQ with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFQ and/or the sample Consultant Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFQ, and/or sample Consultant Services Agreement attached hereto, shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly explained in the SOQ.

### **7.11 Required Attachments:**

SOQs that do not contain each of the following attachments will be considered nonresponsive and rejected by the County:

- **Signature Affidavit** (See Section 7.3)
- **Reference Data Sheets** (See Section 7.7)
- **Supplemental Documentation** (See Section 7.8)

Please format your SOQ according to the sections listed in section 7.1.C. The Signature Affidavit and Reference Data Sheet need to use the forms as provided as attachments to the RFQ. The Supplemental Documentation section needs to be included as stipulated in the RFQ but does not have a preset format. Consultants are encouraged to highlight documents in the Supplemental Documentation section that are unique to their practice or particularly relevant to the completion of the Project.

## **8.0 MODIFICATION AND CORRECTION:**

### **8.1 Requests for Clarification or Correction:**

Consultants shall be responsible for meeting all of the requirements and specifications set forth in this RFQ. If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in this RFQ, a written request for clarification or correction should be submitted to the County at the



following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division  
Attention: Sean Meehan, Deputy Director  
1106 Second Street  
Eureka, California 95501  
Email: smeehan@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFQ must be received by the County before **5:00 p.m. PST on September 16, 2024**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **September 18, 2024**.

## 8.2 Addenda:

Any modifications to this RFQ shall be made by written Addenda. Addenda to this RFQ, if necessary, will be distributed via mail, email or facsimile to all Consultants by the County and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFQ shall be incorporated into the Consultant's SOQ, if possible. The Addenda Cover Sheet shall be signed and dated by the Consultant and submitted to the County with the SOQ. Any oral communications concerning this RFQ by County personnel are not binding on the County, and shall in no way modify this RFQ or the obligations of the County or any Consultants.

## 9.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After SOQs are received and opened pursuant to requirements set forth herein, the County will review and evaluate all SOQs for responsiveness to this RFQ, in order to determine whether the Consultant possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFQ. In evaluating the SOQs, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Relevant and Comparable Experience – 30 points:** The Consultant's experience in providing services equivalent to those set forth in this RFQ for government agencies of comparable size.
- **Staffing Levels – 30 points:** The Consultant's ability to provide key personnel familiar with providing services equivalent to those set forth in this RFQ.
- **Location – 10 points:** The Consultant's ability to provide capable, competent and experienced staff from offices located in or near Humboldt County.
- **Ability to Provide High-Quality Services – 30 points:** The overall impression of the Consultant's ability to provide the Services set forth in this RFQ.

All SOQs will be evaluated by an RFQ Evaluation Committee made up of County staff members and other parties that have expertise or experience in the types of services set forth in this RFQ. The RFQ Evaluation Committee may directly request clarification of SOQs from, and/or conduct interviews with, one (1) or more Consultants. The purpose of any such requests for clarification or interviews shall be to ensure the RFQ Evaluation Committee's full understanding of the SOQs. If clarifications are made as a result of such discussions, the Consultant shall put such clarifications in writing. Any delay caused by a Consultant's failure to respond to direction from the County may lead to rejection of the SOQ.

The evaluation and selection process is designed to award the procurement to the Consultant with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, SOQs will be evaluated against the evaluation criteria set forth in this RFQ and not against other SOQs. The award of a final Consultant Services Agreement, if made by the County, will be based upon a total review and evaluation of each SOQ.

All contacts made with the County during the evaluation and selection process shall be through Humboldt County Public Works Construction Projects Manager, Jake Johnson (see Section 8.1 for contact information). Attempts by a Consultant to contact any other representative of the County during the evaluation and selection process may lead to rejection of the SOQ. Conflict resolution shall be handled by County staff upon receiving a written statement from the Consultant about this RFQ process.

## **10.0 CONTRACT DEVELOPMENT:**

### **10.1 Contract Negotiation Process:**

Once the evaluation and selection process set forth in this RFQ has been completed, the County will notify the Consultants of the final rankings, and negotiate the terms and conditions of the final Consultant Services Agreement with the highest-ranking Consultant. The highest-ranking Consultant shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by the Consultant's failure to participate in good faith contract negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- A. **Scope of Services and Project Schedule.** The highest-ranking Consultant will be asked to submit a proposed scope of services and project schedule within three (3) business days after receiving notification of the final rankings. After further discussion with County staff regarding roles, responsibilities, tasks and work products, the final scope of services and project schedule will be incorporated into the final Consultant Services Agreement resulting from this RFQ process.
- B. **Cost Proposal.** The highest-ranking Consultant will also be asked to submit a sealed cost proposal for the provision of Phase 1 Services equivalent to those set forth in this RFQ. In order for a cost proposal to be accepted by the County, all of the following conditions must be satisfied:
  1. The cost proposal must include a lump sum fee structure that is organized into clearly defined tasks covering all necessary and anticipated services to be provided by the Project Team for the Phase 1 Services described in Section 3.1 of this RFQ.
  2. The cost proposal shall include an itemized list of the costs for each project task set forth in the proposed scope of services, including, without limitation, staffing levels and hourly rates that may be applicable to additional services.
  3. The maximum amount payable for the provision of Phase 1 Services equivalent to those set forth in this RFQ is currently estimated at One Hundred Fifty Thousand Dollars (\$150,000.00). The final cost for the provision of Services equivalent to those set forth in this RFQ will be negotiated between the County and the highest-ranking Consultant.
  4. Should the County's grant application be successful, the Successful Consultant will be

requested to negotiate an extension to the Consultant Services Agreement with the County to finalize the services required to complete the project. The precise scope of services that will be incorporated into the final Consultant Services Agreement shall be the subject of negotiations between the County and the Successful Consultant.

- C. **Scoping Meeting.** The highest-ranking Consultant will be asked to attend a scoping meeting within three (3) business days after receiving notification of the final rankings to review the proposed scope of services, project schedule and cost proposal to ensure that the Consultant has a full understanding of the terms, conditions and requirements that will be included in the final Consultant Services Agreement resulting from this RFQ process. The Scoping meeting will also provide the highest-ranking Consultant with an opportunity to ask technical questions regarding the Services that it will be required to provide pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFQ process.

## 10.2 **Award of Consultant Services Agreement:**

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of the Services equivalent to those set forth in this RFQ, the final Consultant Services Agreement shall be sent to the Successful Consultant for signature. Once a signed copy has been returned to the County, the final Consultant Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Consultant Services Agreement to the Consultant which, in the sole judgment of the County, meets the County's objective of completing the Project in a timely and effective manner. No Proposal shall be binding upon the County until a final Consultant Services Agreement is signed by duly authorized representatives of both the Successful Consultant and the County.

## 10.3 **Contractual Requirements:**

- A. **Term.** The final Consultant Services Agreement resulting from this RFQ process is anticipated to begin in April, 2024 and shall remain in full force and effect for a period of 33 months, unless sooner terminated or extended as set forth therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Consultant Services Agreement resulting from this RFQ process, via duly executed amendments thereto, based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, the Successful Consultant fails to adequately provide the agreed upon Services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Consultant Services Agreement resulting from this RFQ process, or violates any local, state or federal law, regulation or standard applicable to its performance thereunder, the County may immediately terminate the Consultant Services Agreement or reduce the amount of compensation to be paid to the Successful Consultant pursuant to the terms and conditions thereof.
- C. **Termination without Cause.** The County may terminate the final Consultant Services Agreement resulting from this RFQ process without cause upon thirty (30) days advance written notice.
- D. **Termination due to Insufficient Funding.** The County's obligations under the final Consultant Services Agreement resulting from this RFQ process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or

eliminated, the County shall, in its sole discretion, have the right to terminate the final Consultant Services Agreement resulting from this RFQ process upon seven (7) days advance written notice.

- E. General Reporting Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFQ process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable local, state and federal timeframes and accessibility requirements.
- F. Preparation and Maintenance of Performance and Financial Records.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to prepare accurate and complete, performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein, and to maintain and preserve said records for at least three (3) years from the date of final payment under the final Consultant Services Agreement, or as otherwise required by any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- G. Inspection of Performance and Financial Records.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to make any and all, performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California Department of Public Health and the California State Auditor's Office. The Successful Consultant will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.
- H. Project Monitoring.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the County will have the right to monitor any and all activities related to the provision of Services equivalent to those set forth herein, including, without limitation the right to review and monitor the Successful Consultant's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Consultant Services Agreement. The Successful Consultant shall be required to cooperate with a corrective action plan, if deficiencies in its records, policies, procedures or business operations are identified by the County. However, the County shall in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Consultant's performance.
- I. Disclosure of Confidential Information.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to protect any and all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards.

- J. Non-Discrimination Compliance.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations and standards, all as may be amended from time to time.
- K. Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the final Consultant Services Agreement resulting from this RFQ process if it is determined that the Successful Consultant falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. Indemnification Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Consultant's negligence, recklessness or willful misconduct in the performance of the Services required pursuant to the terms and conditions of the final Consultant Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- M. Insurance Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. The Successful Consultant shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the final Consultant Services Agreement resulting from this RFQ process.
- N. Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to comply with any and all local, state and federal laws, regulations, policies, procedures, guidelines and standards applicable to the provision of Services equivalent to those set forth herein. In addition, the Successful Consultant will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- O. Prevailing Wage Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant, and its subconsultants, shall be responsible for complying with any and all applicable local, state and federal wage requirements, including, without limitation the prevailing wage requirements set

forth in California Labor Code, Sections 1770, *et seq.* California State Prevailing Wage information is available at the following California Department of Industrial Relations websites:

- [http://www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
- <http://www.dir.ca.gov/oprl/DPreWageDetermination.html>

**P. Jurisdiction and Venue.** The final Consultant Services Agreement resulting from this RFQ process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the final Consultant Services Agreement resulting from this RFQ process shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

**Q. Assignment.** The final Consultant Services Agreement resulting from this RFQ process shall not be assignable by the Successful Consultant without prior approval from the County.

#### **11.0 CANCELLATION OF THE RFQ PROCESS:**

The County hereby reserves the right to cancel this RFQ process at any time after the issuance of this RFQ, but prior to the award of a final Consultant Services Agreement, if the County determines, in its sole discretion, that cancellation is in the County's best interests for reasons, including, but not limited to, the following: the Services set forth in this RFQ are no longer required; the SOQs did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines, after review and evaluation of the SOQs, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the preliminary scope of services set forth in this RFQ prior to the award of a final Consultant Services Agreement, as necessity may dictate, and to reject any and all SOQs received in response hereto. This RFQ does not commit the County to award a Consultant Services Agreement for the provision of the Services set forth in this RFQ or to pay any costs incurred in the preparation of any SOQs.

***END OF RFQ - ATTACHMENTS TO RFQ BEGIN NEXT PAGE***

**ATTACHMENT A –**  
**CALIFORNIA DHCS BHCIP ROUND 1 (2024): LAUNCH READY**  
**– REQUEST FOR APPLICATIONS**



**California Department of Health Care Services  
Proposition 1:  
Behavioral Health Infrastructure  
Bond Act of 2024:**

**Behavioral Health Continuum  
Infrastructure Program  
Round 1 (2024): Launch Ready  
Request for Applications**



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## Part One: Overview

### 1.1. Introduction to the Grant Opportunity and State Priorities

The California Department of Health Care Services (DHCS) launched the [Behavioral Health Continuum Infrastructure Program](#) (BHCIP) to address historic gaps in the behavioral health care continuum and meet the growing demand for services and support across the life span of vulnerable individuals in need. This Request for Applications (RFA) reflects the addition of the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA).

The State priorities for BHCIP are:

- Address urgent needs in the care continuum for people with mental health or substance use conditions, including unhoused people, veterans, older adults, adults with disabilities, and children and youth.
- Invest in behavioral health and community care options that advance health equity of behavioral health care and community options.
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization.
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing unsheltered homelessness and justice involvement.
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy.
- Leverage county and Medi-Cal investments to support ongoing sustainability.
- Leverage the historic state investments in housing and homelessness.

In addition, DHCS is prioritizing regional models or collaborative partnerships, including public-private partnerships, aimed at constructing, renovating, and/or expanding community-based services, as well as projects using a campus-type model that collocate multiple levels of care on the continuum, with a focus on residential treatment facilities.

### 1.2. Purpose

In March 2024, California voters passed Proposition 1, which includes the Behavioral Health Services Act (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act (BHIBA) of 2024 (Assembly Bill 531), authorizing DHCS to make additional BHCIP grant funding available to eligible entities. The BHIBA is a \$6.38 billion general obligation bond to develop a wide range of behavioral health treatment, residential care settings, and supportive housing to help provide appropriate care facilities for Californians experiencing mental health conditions and substance use disorders. Of the total bond amount, DHCS is authorized to award up to \$4.4 billion “to construct, acquire, and rehabilitate real estate assets or to invest in needed infrastructure to expand the continuum of behavioral health treatment resources to build new capacity or expand existing capacity for short-term crisis stabilization, acute and subacute care, crisis residential, community-based mental

health residential, substance use disorder residential, peer respite, community and outpatient behavioral health services, and other clinically enriched longer term treatment and rehabilitation options for persons with behavioral health disorders in the least restrictive and least costly setting.”<sup>1</sup> Of these funds, \$1.5 billion of competitive grant funding will be exclusively available to cities, counties, city and counties, and tribal entities and \$30 million will be specifically designated to tribal entities. The balance of the funds, up to \$2.893 billion, is available to cities, counties, tribal entities, and nonprofit and for-profit organizations. The BHCIP portion of the bond is estimated to fund 6,800 residential treatment beds and provide behavioral health outpatient treatment for 26,700 slots and will build on other major behavioral health initiatives in California. The Department of Housing and Community Development (HCD) will oversee the remaining BHIBA available funding—up to \$2 billion in total. There will be a separate Notice of Funding Availability for that portion of the BHIBA.

### 1.3. BHCIP to Date

DHCS was authorized through 2021 [legislation](#) to establish BHCIP and award grant funding to construct, acquire, and expand properties and invest in mobile crisis infrastructure related to behavioral health. DHCS has been releasing these funds through multiple grant rounds targeting various gaps in the state’s behavioral health facility infrastructure. Forty-nine counties have been [awarded BHCIP](#) funding through Round 1 to Round 5.

BHCIP funding rounds:

- Round 1: Crisis Care Mobile Units, \$205 million (\$55 million Substance Abuse and Mental Health Services Administration grant funding)
- Round 2: County and Tribal Planning Grants, \$16 million
- Round 3: Launch Ready, \$518.5 million
- Round 4: Children and Youth, \$480.5 million
- Round 5: Crisis and Behavioral Health Continuum, \$430 million

BHCIP funding has allowed eligible entities in all regions of the state to develop an unparalleled array of new and expanded behavioral health treatment facilities for residential/inpatient and outpatient care. However, inequities across the health care system remain seen in California. Statewide, a 6,000-plus behavioral health bed shortfall is contributing to the unmet need among people experiencing homelessness who have mental illness and/or substance use disorders.<sup>2</sup>

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<sup>1</sup> [AB-531. The Behavioral Health Infrastructure Bond Act of 2023.](#)

<sup>2</sup> [BHSA Fact Sheet \(ca.gov\).](#)

## 1.4. Timeline

Table 1. Timeline for Bond BHCIP Round 1: Launch Ready

Request for Applications (RFA) release	July 17, 2024
Pre-recorded enhanced technical assistance presentations	Available beginning May 2024 <a href="#">BHCIP website</a>
Application portal opens	August 9, 2024
Informational webinar— <a href="#">please register here</a>	August 7, 2024; 1–2 p.m. Pacific Time (PT)
Tribal informational webinar— <a href="#">please register here</a>	August 8, 2024; 2–3 p.m. PT
Pre-Application Consultation (PAC) registration opens (accessible <a href="#">here</a> ) <b>Deadline to <u>schedule</u> a required PAC</b> PAC window period	<b>October 15, 2024</b> August 9, 2024, through November 14, 2024
Office Hours (Recommend PAC to be completed)	Wednesdays and Thursdays, 10-11 a.m. PT (ends December 13, 2024)
<b>Application due date</b>	<b>December 13, 2024</b> , at 5 p.m. PT (no exceptions)
Award announcements	May 2025 (anticipated)

## 1.5. Total Grant Amounts

**Bond BHCIP Round 1: Launch Ready:** Up to \$3.3 billion will be available to construct, acquire, and rehabilitate real estate assets to expand the continuum of behavioral health treatment and service resources for Californians (see section 2.4) in this round of Bond BHCIP funding. Of that amount, \$1.47 billion is designated for cities and counties; another \$30 million is designated for tribal entities. The remaining \$1.8 billion is available to all eligible entities, including cities, counties, and tribal entities. Bond BHCIP Round 1: Launch Ready funds are not intended to preserve existing service capacity. Bond BHCIP Round 1: Launch Ready grantees must commit to serving Medi-Cal beneficiaries.

For purposes of Bond BHCIP Round 1: Launch Ready funding, a project is defined as “launch ready” when some essential predevelopment design, planning, site control, and budgeting details have been professionally formalized; the project meets the minimum threshold requirements as listed in section 2.1 (“Project Readiness”); and construction for the requested project is not currently underway.

## Part Two: Project Requirements

### 2.1. Eligibility Requirements

1. [Pre-Application Consultation](#)
2. [Eligible Applicants](#)
3. [Medi-Cal Services](#)
4. [Licensing, Certification, and Accreditation](#)
5. [Project Readiness](#)

6. [Building Use Restriction](#)
7. [Community Needs and Support](#)

## Pre-Application Consultation

All prospective applicants will be required to engage in a pre-application consultation (PAC) with Advocates for Human Potential, Inc. (AHP), the BHCIP administrative entity, to discuss their potential project and application (see section 3.2).

## Eligible Applicants

Counties, cities, tribal entities (“tribal entity” shall mean a federally recognized Indian tribe, tribal organization, or urban Indian organization, as defined in [Section 1603](#) of Title 25 of the United States Code), nonprofit organizations, and for-profit organizations whose projects reflect the State priorities and align with facility types listed in Table 2 are eligible to apply for this funding, noting the following stipulations:

- Projects must make a commitment to serve Medi-Cal beneficiaries.
- Recipients of BHCIP awards in prior rounds are eligible to apply. Any additional Bond BHCIP funding awarded must be used to further expand or create new facility capacity. To be considered, applications must clearly explain the funding request for additional behavioral health project expansion and how it meets the statewide continuum of care. Bond BHCIP funding will not fund budget shortfalls or cost overruns for any previously awarded BHCIP projects.
- For joint applications, all co-applicants must be named in the grant application and must submit letters of commitment that are included with the application.
- For-profit organizations with no prior behavioral health experience must apply with a partner, such as a nonprofit organization, tribal entity, city, or county, with the requirement that the partner organization have relevant experience with the target population reflected in the successful development, ownership, or operation of a comparable project. A memorandum of understanding (MOU) or other agreement with the nonprofit organization, tribal entity, city, or county to confirm the organization’s role in the project, including that they are working on behalf of the service provider, is also required.

## Medi-Cal Services

Applicants must describe the payor mix that will pay for and sustain behavioral health services once project construction is complete. Examples of payors include private health insurance, Medi-Cal, private pay, grants, and county funds. Applicants must provide a description of their contingency plan for funding any potential cost coverage beyond the grant award.

Awarded applicants that offer Medi-Cal behavioral health services will be expected to have a contract in place with their county to ensure the provision of Medi-Cal services once the funded facility’s expansion or construction is complete. Community wellness centers and youth behavioral

health prevention centers, which are only eligible facility types for tribal entities, do not provide Medi-Cal reimbursable behavioral health treatment services and thus are not required to have a contract to provide Medi-Cal behavioral health services; however, they must provide services to Medi-Cal beneficiaries and describe how their services will be sustainably funded.

## Licensing, Certification, and Accreditation

Applicants must also indicate the applicable behavioral health licensing, certifications, and accreditations required to operate their Bond BHCIP-funded program by the State and/or at the local level. Applicants with facilities that do not require licenses or certifications, such as community wellness centers, need to indicate this in their application. Tribal entities that are exempt from state licensing and/or requirements must describe the basis for their exemption and their plan for meeting programmatic requirements. As part of the technical assistance (TA) that will be made available, applicants may receive information and guidance about the licensure and certification process and timelines for application submission.

## Project Readiness

To be eligible for Bond BHCIP Round 1: Launch Ready funding, a project must demonstrate “project readiness.” At a minimum, the fundamental threshold requirements for “project readiness” are as follows (items noted with an asterisk must be submitted with the application):

- **Site control.\*** Any one of the following must be used to prove site control (other documentation demonstrating site control may be submitted for DHCS consideration):
  - Title vested to applicant demonstrated with current title report (ownership).
  - Executed purchase and sale agreement (PSA).
  - Mutually executed Letter of Intent (LOI).
  - Preexisting long-term lease (acceptance of a Bond BHCIP award will require a lease extension of no fewer than 30 years).
  - Executed exclusive negotiation agreement (ENA).
  - *Note:* An MOU does *not* constitute site control. Please be sure to discuss any other proposed site control documentation during your required pre-application consultation (PAC).
- **A preliminary title report.\***
- **A sustainable business plan\*** (pro forma) with five-year projections (Form 9) within existing available funding (income and expenses) of future objectives and strategies for achieving them.
- **A conceptual/schematic site plan\*** with a forecast of the developmental potential of the property. The closer the construction drawings are toward “permit ready,” the higher the application will be scored, all other items being equal.

- **Stakeholder support\*** as demonstrated by letters of support from internal boards of directors, tribal councils or advisory boards, and professional/community partners, as relevant. City, nonprofit, or for-profit applicants must also include a letter of support from their county behavioral health agency.
- **Demonstration of county and Medi-Cal investments** to support ongoing sustainability.
- **Match** amount and source identified in Budget (Form 2).
- **Board Authorizing Resolution (BAR)\*** to confirm signing authority for the contract. Eligible entities may use the BAR template provided (Form 10). Local government entities can use their specific authorizing resolution document.

## Building Use Restriction

A commitment to the provision of behavioral health services and building use restriction for a 30-year period through a deed restriction placed on the property title is required (see section 2.6). After a conditional award is issued to an applicant, the 30-year encumbrance period must officially be approved by the applicant's board (and property owner, if applicant is a lessee), as indicated through the submission of an official BAR.

## Community Needs and Support

All applicants must describe the local needs based on the "[Assessing the Continuum of Care for Behavioral Health Services in California](#)" report and any local needs assessments used to justify the proposed expansion. All applicants will be required to demonstrate how the proposed project will advance equity. Projects will be required to certify that they will not exclude certain populations outside their mission or scope, such as those who are justice-involved or children and youth in foster care.

Organizational support and community engagement, including the active involvement of applicable stakeholders in the project design, are required. Insights from the community must be included in project planning, design, implementation, and evaluation. All applicants must complete application Form 7: Community Engagement and provide any relevant letters of support for the project. All letters must be signed and dated no more than six months before the date of application submission.

At the time of application, city, nonprofit, or for-profit applicants must also include a letter of support from their county behavioral health agency or, if a tribal entity, the tribal board. The letter must indicate that applicants providing Medi-Cal behavioral health services will have in place a contract with their county to ensure the provision of Medi-Cal services once the financed facility's expansion or construction is complete. Bond BHCIP grant awards do not guarantee county contracts.

All applicants governed by a CEO or board must submit a letter of support from the CEO or board.

## 2.2. Eligibility Considerations

All applicants must demonstrate how their infrastructure project will expand community-based facility capacity exclusively for behavioral health services in the continuum of care. Regional models or collaborative partnerships aimed at construction, renovation, and/or expansion of community-based services are eligible, as are projects using a campus-type model that collocates multiple levels of care on the continuum are strongly encouraged. Regional model is defined as two or more entities partnering to create established networks of organized systems of care. In addition, scoring will take into consideration a focus on the State's priorities, including efforts to advance equity and to expand services in regions and counties that currently do not have an adequate number of treatment options for behavioral health facilities. In an effort to be consistent with the bond proposal to expand 6,800 residential treatment beds, applicants proposing residential facilities will be prioritized for funding award. Expanded residential treatment beds will also assist counties with the implementation of the Community Assistance, Recovery and Empowerment (CARE) Act.

All applicants must describe the local needs based on the statewide needs assessment report and any local needs assessment used to justify the proposed expansion. All applicants will be required to demonstrate how the proposed project will advance equity. Projects will be required to certify that they will not exclude certain populations outside their mission or scope, such as those who are justice-involved or children and youth in foster care. Grantees with behavioral health facilities that offer Medi-Cal behavioral health services will be required to have a contract in place with their county to ensure the provision of Medi-Cal services once the funded facility's expansion or construction is complete.

In addition, inclusion of a professionally bid development budget, including all local prevailing wage rates, one for each phase, and a total budget for acquisition and construction, will increase an applicant's score. However, it will not guarantee an award.

Three phases of project development will be considered during the evaluation of each application. Applicants must be in one of the three phases; applicants in later phases will be scored higher. All projects must meet the minimum threshold of project readiness to be awarded grant funds. Applicant projects are considered to be in a given phase of development only after they have met all of the requirements in the previous phase. Required documentation will be reviewed with each applicant during the PAC process and must be submitted as part of the application.

Funding is intended for planning, preconstruction, permitting, and construction; allowable costs include those activities identified in the development phases below.

- *Phase 1: Planning and predevelopment*
  - Development team established; includes attorney, architect, and/or design-build team.



- Site control, defined as ownership, an executed PSA, an executed LOI, a long-term lease, or an executed ENA (see section 2.1).
- Basic schematic design site plan, with basis of design; includes architectural and engineering narratives.
- Property-specific site investigation report and due diligence.
- Budget with cost estimates based on site plan/drawings.
- *Phase 2: Design development*
  - Site control, defined as ownership, an executed PSA, an executed LOI, a long-term lease, or an executed ENA (see section 2.1).
  - Site plan established with a schematic plan with architectural and engineering specifications, including architectural design drawings.
  - Stakeholder support established as demonstrated by a letter from city/county/board of directors/tribal entity.
  - Able to gain building permits within six months of funding.
  - Able to close on land and gain building permits within six months of funding.
  - Able to start construction within nine months of funding.
- *Phase 3: Shovel ready*
  - Ownership of real estate site.
  - Preliminary plan check completed, with comments received.
  - Construction drawings completed or near completion.
  - General contractor (builder) selected and ready for hire.
  - Ninety percent of construction drawings ready for submission for building permit.
  - Building permit ready for issue.
  - Able to start construction within 60 days or less.
- *Final Phase: Construction*
  - Projects that rehabilitate or renovate an existing facility are allowable as long as they result in an expansion of behavioral health services for the target population.

Full funding of a proposed development project will be contingent on completion of all three phases of development planning. The planning and predevelopment phase, which includes the submission of construction documents for building permit review, must be completed within six months of grant funding award.

### **2.3. Site Identification and Feasibility Analysis**

Applicants will be expected to develop a competitive and itemized professional budget for all development costs, including legal, insurance, permits and fees, and performance and payment bonds, which will be scored alongside applications for projects of similar setting types and sizes.

DHCS, AHP, and AHP's subcontractors will conduct a financial viability assessment (as demonstrated through a five-year pro forma business plan) (Form 9), considering continued fluctuations in construction and other costs. Through various TA activities, such as the PAC and

financial document review, the State will assess long-term operational sustainability once the capital project is complete and in use for its intended purpose.

## 2.4. Eligible Facility Types

The following facility types may be considered for project funding **only** if they are expanding behavioral health infrastructure.

Table 2. Eligible Facility Types

Bond BHCIP Round 1: Launch Ready Eligible Facility Types
Acute Psychiatric Hospital
Adolescent Residential Substance Use Disorder (SUD) Treatment Facility
Adult Residential SUD Treatment Facility
Behavioral Health Urgent Care (BHUC)/Mental Health Urgent Care (MHUC)*
Chemical Dependency Recovery Hospital
Children’s Crisis Residential Program (CCRP)
Community Mental Health Clinic (outpatient)
Community Residential Treatment System (CRTS)/Social Rehabilitation Program (SRP)
Community Treatment Facility (CTF)
Community Wellness/Prevention Center (tribal entities only)
Crisis Stabilization Unit (CSU)
General Acute Care Hospital (GACH) for behavioral health services only
Hospital-Based Outpatient Treatment (outpatient detoxification/withdrawal management)
Mental Health Rehabilitation Center (MHRC)
Narcotic Treatment Program (NTP)
NTP Medication Unit
Office-Based Opioid Treatment (OBOT)
Outpatient Treatment for SUD
Partial Hospitalization Program
Peer Respite
Perinatal Residential SUD Facility
Psychiatric Health Facility (PHF)
Psychiatric Residential Treatment Facility (PRTF)
Short-Term Residential Therapeutic Program (STRTP)
Skilled Nursing Facility with Special Treatment Program (SNF/STP)
Sobering Center (funded under the Drug Medi-Cal Organized Delivery System [DMC-ODS] and/or Community Supports)
Social Rehabilitation Facility (SRF)

\*For purposes of this funding, a BHUC facility, also known as MHUC, is a walk-in center with voluntary stabilization-oriented services specific to individuals experiencing behavioral health or mental health crisis for less than 24 hours. This community-based option is typically designed to

provide an alternative to emergency department visits for urgent medical needs. BHUCs/MHUCs must focus on serving individuals in need of crisis services, commit to serving Medi-Cal beneficiaries, and offer some or all of the following:

- Multidisciplinary health assessment
- Psychiatric evaluation, diagnosis, and treatment
- Crisis stabilization and intervention, mental health counseling, and medication evaluation
- Direct referrals for treatment of care
- Linkage to community-based solutions
- Peer support

Facility types that are not eligible for funding:

- Correctional settings
- Schools

Applicants will be expected to define the types of facilities they will operate and explain how they will expand service capacity exclusively for community-based behavioral health facilities. Regional models, collaborative partnerships, and public-private partnerships are strongly encouraged.

## 2.5. Post-Award Expectations

Grantees must commit to executing Bond BHCIP contracts within 90 days of receipt of conditional award notice. Failure to fully execute contracts within the required time frame may result in the rescinding of Bond BHCIP funding awards. DHCS will not accept any changes to Bond BHCIP contracts.

Grantees must have a financial management system to track and project funding usage and perform any required data reporting. Bond payment processes and funding cycle will be subject to bond funding requirements. Additional guidance and TA will be provided to grantees in order to comply with bond requirements.

Awarded grant funding for Bond BHCIP Round 1: Launch Ready must be fully expended within five years of receipt of conditional award notice.

## 2.6. Encumbrance and Use Restrictions

In accordance with section 5960.15 of the California Welfare and Institutions Code (WIC), applicants will be required to commit to operating services in the financed facility for the intended purpose for a minimum of 30 years within existing funding for behavioral health services. Bond BHCIP funding may not be used to fund services. The approved building use restriction will be detailed in the Bond BHCIP contract.

## 2.7. Match Requirements

Mandatory match guidelines are required by statute and will be set according to applicant type. Cash match must be deposited into the project bank account (see section 5.2).

Project Funding Awarded	Local Government and Nonprofit Organization	For-Profit Organization
under \$150 million	10 percent	25 percent
above \$150 million	10 percent	25 percent
	Higher priority for applicants that include a higher local match	

Tribal entities (regardless of funding awarded) = 5 percent match.

For-profit organizations that have no prior behavioral health experience are required to partner and apply with an experienced service provider in order to leverage their partner’s behavioral health experience. The partner’s entity type will determine the percentage that will be used to calculate the match requirement. The match requirement will be based on the partner with the lowest match amount.

For-profit applicants with prior experience and no partnerships will be required to pledge a 25 percent match.

The match amount will be calculated using the following formula:

(total project award request - total calculated budget contingencies) x required match percentage

### Types of Eligible Match Sources

Applicants must document the match source being pledged for the project. Three types of sources are eligible to satisfy the match requirement: (1) cash, (2) in-kind property, and (3) sunk costs (i.e., capital expenses already incurred on the project). All match sources must be approved by DHCS.

#### a. Cash

Cash is the strongest form of match and can come from a variety of sources, depending on the applicant. Applicants must document their ability to pledge the required match in cash, including providing bank statements and investment statements showing available cash on hand. Applicants seeking to pledge public or private grant funds must document the funds are eligible for use on the proposed project. Cash sources for the delivery of services are not an eligible source of cash match. The list below provides additional examples of eligible cash sources:

- Local funding
- Mental Health Services Act (MHSA) funds from Community Services and Supports and Capital Facilities and Technological Needs (CFTN) components
- Behavioral Health Services Act (BHSA) funds from the Behavioral Health Services and Supports
- Foundation/philanthropic support
- [Opioid settlement funds](#) for SUD facilities
- Loans or investments
- Incentive payments from managed care plans; or
- Another source.

### **b. In-Kind Property Equity**

Applicants may pledge the in-kind equity value of property if the property being pledged is the actual property where the facility will be located and the entire assessor's parcel number (APN) of the property being pledged for match is dedicated to the new development project. ***Only the equity value of the APNs that will be encumbered by the 30-year encumbrance restriction can count as an in-kind property match source and must be validated by a certified appraisal of the specific APN.***

In order to document the equity value of the pledged property, applicants must submit a certified appraisal dated within five years of the date of application. The certified appraisal must only give a value for the specific APN to be encumbered. The equity value of the property will be used to determine if the applicant can meet the match requirement.

If the applicant has an outstanding mortgage on the property that it pays on a regular basis, it must submit a copy of the most recent mortgage statement, including the outstanding mortgage value. The outstanding mortgage amount will be subtracted from the certified appraisal to determine the equity value:

$$\text{certified appraisal value} - \text{outstanding loan amount} = \text{equity value}$$

If an applicant has purchased the property outright and has clear title in hand, the applicant must submit either the grant deed or the payoff letter to indicate there is nothing outstanding that would reduce the equity value. Property valuations will be approved at the discretion of DHCS.

### **c. Sunk Costs**

To satisfy the match requirement, DHCS may approve on a case-by-case basis sunk costs directly related to the development project. Sunk costs may be established with documentation of paid invoices including date and address of service and proof of payment (e.g., cancelled checks, online bank records, invoices) for professional services related to predevelopment of the proposed Bond BHCIP project. Eligible sunk costs may include the purchase of real property and

construction or renovation/rehabilitation costs, including project planning or project management; appraisals; inspections; preconstruction costs such as permitting, surveying, architectural, and engineering fees; hardscaping and/or landscaping costs essential to the completion of the project (may not exceed 5 percent of the total grant award); and furniture, fixtures, and equipment (FFE). A property that has been purchased at any time before execution of the Program Funding Agreement (PFA, or contract) can be contributed as a sunk cost, so long as it has undergone an appraisal within the past five years.

No sunk costs exceeding one year prior to the date of the Bond BHCIP Notice of Award may be claimed. Sunk costs must be claimed no later than seven calendar days after the date of the conditional award letter.

All match amounts must be well-documented. Both the amounts and sources will undergo a thorough review by DHCS and AHP prior to the awarding of funds. Cash is the preferred form of match. Services, Behavioral Health Subaccount funding, and State general funds are not permitted sources for match.

## **2.8. Development Budget**

Applicants will be expected to submit a competitive and itemized professional development budget (see application attachment Form 2: Budget Template) with their Bond BHCIP Round 1: Launch Ready application. All development budgets must contain the requested amounts for each phase of funding. Bond BHCIP awards will be based on the application budget; therefore, special attention and care should be made to include all development costs associated with planning, permitting, and construction of a “public works” prevailing wage job. Applicants that have a current Negotiated Indirect Cost Rate Agreement (NICRA) established with a federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals may use the current NICRA as the basis for indirect costs. Alternatively, if the applicant does not have a current NICRA, the applicant may elect to use a rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

Applicants should include all anticipated costs for the planning, permitting, and construction of their project, including prevailing wage rates for all onsite work, for an anticipated construction start in 2025-2026. Budgets should include all costs for insurance (including builder’s risk, workers’ compensation, commercial auto, general liability, and property), along with costs for payment and performance bonds, legal fees, specialty consultants, permits and fees associated with building permits, and potential additional fees, depending on the project and jurisdiction. The PFA details insurance requirements.

Applicants must comply with all Department of Industrial Relations (DIR) regulations related to completing a “public works” project and should only accept qualified construction bids from general

contractors who are currently registered with the DIR (see section 2.10) and preferably have past public works experience.

Essential FFEs may be allowable costs for permanent property that is attached to the building and/or required for license/certification of the facility, as per the DHCS allowable expense list (Attachment B), with a maximum of 10 percent of the total budget.

Project grantees are responsible for ensuring that their project is on schedule and on budget. Project grantees that are awarded Bond BHCIP funds will be solely responsible for any costs to complete the project in excess of the Bond BHCIP award amount. Neither DHCS nor AHP will be responsible for any cost overruns.

Applicants must provide a description of their contingency plan for funding any potential cost overages beyond the Bond BHCIP grant award.

## **2.9. Accessibility and Nondiscrimination**

All developments must adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act, Title II. In addition, developments must adhere to either the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 8, or the U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 FR 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units should, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Grantees must adopt a written nondiscrimination policy requiring that no person will, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), justice system involvement (except where explicitly required by law), or arbitrary characteristics, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project or activity funded in whole or in part with funds made available pursuant to this RFA. Nor will all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to this RFA.

Grantees must comply with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, Government Code section 11135, section 504 of the Rehabilitation Act of 1973, and all regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35.

## 2.10. State Prevailing Wage

A project funded by a Bond BHCIP grant is a “public works” project if the applicant intends to use the Bond BHCIP funds for the “construction, alteration, demolition, installation, or repair” of a building or structure (Cal. Lab. Code section 1720(a); Cal. Lab. Code section 1750(b)(1)). Applicants using Bond BHCIP grants to fund public works are subject to California’s prevailing wage and working hours laws (Division 2, Part 7, Chapter 1 of the California Labor Code), and the applicant’s project is subject to compliance monitoring and enforcement by the DIR (Cal. Lab. Code section 1771.4(a)(1)). Bond BHCIP award recipients must register as the “awarding body” with the DIR within 30 days of execution of the PFA. Further, as detailed in the Bond BHCIP PFA, proof that the general contractor is registered with the DIR will be required before Bond BHCIP funds are disbursed.

Applicants must complete Form 5: Applicant’s Certification of Prevailing Wage as a part of the application process. If DHCS selects an applicant to receive a Bond BHCIP grant and the applicant is using the grant to fund a public works project, then the applicant must submit a Certification of Compliance that includes an attestation from the general contractor certifying that the general contractor will comply with California’s prevailing wage and working hours laws (including posting job notices, as required by Labor Code section 1771(a)(2)). The Certification of Compliance must also state that the general contractor will maintain its labor records in compliance with all applicable state laws (Cal. Lab. Code section 1776) and should make all labor records available to the DIR and any other applicable enforcement agencies upon request (Cal. Lab. Code section 1771.4(a)(3)). The Certification of Compliance must be signed by the general contractor(s) and the applicant.

If DHCS selects an applicant to receive a Bond BHCIP grant and the applicant is not using the grant to fund a public work, then the applicant must submit a Certification of Inapplicability to DHCS explaining why the project is not a public work as defined by California Labor Code section 1720. The Certification of Inapplicability must be signed by the general contractor(s) and the applicant.

## 2.11. Exemptions

In accordance with California WIC section 5960.3, notwithstanding any other law, a facility project funded by a Bond BHCIP grant must be:



1. Deemed to be consistent with and in conformity with any applicable local plan, standard, or requirement.
2. Deemed to be allowed as a permitted use within the zone in which the structure is located.
3. Not subject to a conditional use permit, discretionary permit, or any other discretionary reviews or approvals.

## **2.12. Streamlined, Ministerial Review Process**

In accordance with California WIC section 5960.31, if a Bond BHCIP-funded project meets the criteria set forth in paragraph (1) or (2) and complies with subdivisions (b) and (c) of that section, then it “shall be a use by right and shall be subject to the streamlined, ministerial review process and filing requirement, pursuant to subdivisions (b) and (d) of Section 50675.1.5 of the Health and Safety Code, and not subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals.”

Applicants must determine if they are subject to the streamlined, ministerial review process due to meeting the requirements set forth in section 5960.31. DHCS nor AHP is responsible for making this determination.

## **2.13. California Environmental Quality Act (CEQA)**

In the event the applicant determines that its Bond BHCIP-funded project is exempt from CEQA, due to being subject to ministerial review (14 C.C.R. §15268(a)) or any other reason, the applicant must file a Notice of Exemption with the appropriate local agency. Additionally, the applicant must provide DHCS, through AHP, with a copy of the filed Notice of Exemption.

If the applicant determines that CEQA applies to its project, the applicant must provide DHCS, through AHP, with copies of all appropriate documentation demonstrating the project’s compliance with CEQA once the applicant has received project approval.

DHCS nor AHP is not responsible for determining whether Bond BHCIP-funded projects are exempt from CEQA. Furthermore, DHCS nor AHP is responsible for filing the Notice of Exemption on behalf of an applicant.

## **2.14. Low-Rent Housing Project Exemption**

In accordance with California WIC section 5960.35(b)(1), a project funded with a BHCIP grant will not be considered a “low-rent housing project,” as defined in section 1 of article XXXIV of the California Constitution, if the project meets any one of the following criteria:

1. The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of section 214 of the Revenue and

Taxation Code, not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.

2. The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership and is not financed with direct long-term financing from a public body.
3. The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section 50076.5 of the Health and Safety Code, or cooperative or condominium ownership, rather than for rental-occupancy.
4. The project consists of newly constructed, privately owned, one- to four-family dwellings not located on adjoining sites.
5. The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
6. The project consists of the rehabilitation, reconstruction, improvement or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section 50079.5 of the Health and Safety Code.
7. The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into, a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a Bond BHCIP grant is a “low-income housing project” as defined by section 1 of article XXXIV of the California Constitution but does not meet any of the criteria listed above, then the applicant must comply with the requirements set forth in that section of the California Constitution.

## Part Three: Application Process and Submission

### 3.1. Application Process

Applications will be accepted electronically only. Applications may not be hand delivered or mailed. The application and attachments, along with instructions for submission of the online application, can be found on the [BHCIP website](#). No modified formats will be accepted. The deadline for applications will be **December 13, 2024, at 5 p.m. PT**. It is the applicant’s responsibility to ensure that the submitted application is complete and accurate and includes all required supporting forms. Reviewers may request additional clarifying information from the applicant. An application will not be reviewed in the following instances:

- The applicant does not request a PAC by the specified deadline (see section 1.4).
- The application is received after the application submission deadline.
- The application is incomplete or missing required information or forms, and/or does not include a complete development budget (see section 2.8).
- The facility type is ineligible.

- The project fails to meet minimum threshold requirements (see section 2.2).

## Reasonable Accommodations for Bond BHCIP Application

For individuals with disabilities, DHCS will provide assistive services such as reading or writing assistance and conversion of the RFA, questions/answers, RFA addenda, or other Administrative Notices in braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please send an email to [BHCIP@dhcs.ca.gov](mailto:BHCIP@dhcs.ca.gov) or call (323) 545-6202.

## Regional Funding Reserve Methodology

DHCS will prioritize completed applications by geographic distribution (see Table 3). Bond BHCIP Round 1: Launch Ready will adopt a regional funding approach, similar to models used in other state-funded capital programs. Counties are assigned to one of seven geographic regions, each with a specific funding amount reserved. The funding amounts for each region, along with the tribal set-aside and discretionary reserve, are listed below. Applicants within each region will compete against other applicants in that same region, thereby supporting geographic equity and funding disbursement across the state. If an insufficient number of competitive applications is submitted from within a region, the remaining funding will be awarded at the discretion of DHCS.

Regional funding caps will be established and the amounts available per region will be determined based on the Behavioral Health Subaccount. In Bond BHCIP Round 1: Launch Ready, the \$1.5 billion available exclusively for county, city, and tribal entities will not be subject to a regional funding cap.

In addition, for the Bond BHCIP Round 1: Launch Ready, up to \$1.8 billion and Bond BHCIP Round 2: Unmet Needs up to \$1.1 billion will be available for all eligible entities, 20 percent of funds available for Bond BHCIP will be set aside for use in regions at the State's discretion to ensure funding is effectively aligned with need. (For example, this reserve money may be used to fund high-scoring projects in oversubscribed regions).

Following an initial round of regional funding allocations, DHCS will conduct periodic reviews of the number of completed applications from each region. If an insufficient number of competitive applications is received and awarded within a region, the remaining funding will be awarded at the discretion of DHCS or shifted to Bond BHCIP Round 2: Unmet Needs.

Table 3. Bond BHCIP Round 1: Launch Ready—Regional and Statewide Funding

<b>1. Regions for All Eligible Entity Funds</b>	<b>Subtotal Available to Regions for All Eligible Entities: \$1.8 billion</b>
<b>Los Angeles County</b>	\$479,190,226
<b>Bay Area:</b> Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma	\$278,108,183
<b>Southern California:</b> Imperial, Orange, Riverside, San Bernardino, San Diego, Ventura	\$263,680,311
<b>San Joaquin Valley:</b> Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare	\$154,666,275
<b>Sacramento Area:</b> El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba	\$81,768,565
<b>Central Coast:</b> Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz	\$51,771,065
<b>Balance of State:</b> Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tuolumne	\$58,815,375
<b>Tribal</b>	\$90,000,000
<b>Discretionary:</b> The discretionary set-aside may also be used to fund high-scoring projects in regions that have met their funding reserve.	\$342,000,000
<b>2. No Regional Caps for County, City, and Tribal (only) Funds</b>	<b>Subtotal Available Statewide for County, City, and Tribal*: \$1.5 billion</b>
<b>Total for Bond BHCIP Round 1: Launch Ready</b>	<b>Up to \$3.3 billion</b>

\* Of the \$1.5 billion, a minimum of \$30 million will be designated to tribal entities, as required by statute.

## 3.2. Pre-Application Consultations and Technical Assistance

As consistent with previous BHCIP rounds of funding, AHP, a consulting and research firm focused on improving health and human services systems, is serving as the administrative entity for BHCIP and will be assisting in the provision of TA.

Starting in August 2024, and concluding in November 2024, and as part of the RFA process, all prospective applicants will be required to engage in a PAC, which will provide an opportunity to discuss the proposed project, match requirements and potential sources of local match, statutory and regulatory requirements, how the project addresses local need/gaps and the State's priorities, and other related considerations. AHP will provide PACs in coordination with experts in real estate, finance, tribal relations, and behavioral health, as needed. Applicants will submit a request for a PAC and complete a PAC request form to indicate their understanding of the project requirements. The deadline to request a PAC will be October 15, 2024.

AHP will be holding office hours and offering bond funding application learning modules to potential applicants to assist in application preparation. These TA offerings will review various project-related topics. TA will help applicants understand the minimum project requirements and budgeting practices. Minimum project requirements will be discussed in the TA offerings, including match requirements, a sustainable business plan, a conceptual site plan, architectural and engineering narratives, roles and responsibilities of development teams, and initial budgeting based on conceptual site plans.

Upon receipt of an award and execution of the PFA, the eligible applicant and any co-applicants will be referred to as the project "sponsor," both individually and collectively. Following award announcements, specialized TA will be provided to all Bond BHCIP grantees. In addition, AHP will offer ongoing general training and TA, including learning collaboratives and other opportunities, for grantees throughout the life of the project.

Additional information and TA related to the RFA will be available on the BHCIP [website](#). AHP will also develop and update on an ongoing basis a list of Frequently Asked Questions (FAQs) that will be accessible to all prospective applicants and grantees. See the timeline in section 1.4 for important dates and times.

## Part Four: Award Scoring and Process

### 4.1. Application Scoring Criteria

Eligible Bond BHCIP grant applications undergo a competitive review process. DHCS will only award and fund projects from applicants that are in good standing with all local, county, state, and federal laws and requirements.

At a minimum, applicants must provide a full, complete application and meet the following criteria to be considered for award:

- Demonstrate expansion of services for individuals in need of crisis and/or behavioral health services.
- Demonstrate match.
- Schedule a PAC by the deadline of October 15, 2024, and complete it no later than November 14, 2024.
- Attest that the project will meet federal, state, and local laws.
- Demonstrate the capacity to complete project development and expend funds on time and on budget.
- Align with the State priorities listed in section 1.1.
- Align with needs and gaps outlined in the statewide assessment, "[Assessing the Continuum of Care for Behavioral Health Services in California](#)."
- Budget reasonable proposed costs for the facility type and scope of rehabilitation or renovations proposed.
- Demonstrate long-term sustainability for the proposed project.
- Identify a service capacity increase in the total number of bed and/or slot count based on each proposed facility type and the individuals to be served.

Application scoring will also take into consideration the following factors:

- Later phases of development (see section 2.2) at the time of application
- Expansion of residential/inpatient facilities
- Regional models or collaborative partnerships, including public-private partnerships, aimed at constructing, renovating, and/or expanding community-based services are eligible and encouraged, as are projects using a campus-type model that collocates multiple levels of care on the continuum, with a focus on residential treatment centers.

## 4.2. Award Process

Awarded applicants will receive a conditional award letter by email from DHCS/AHP. Access to awarded funds is contingent upon verification of grantee's eligibility, completion of award certification steps, and final, digital execution of the PFA. Conditional grantees are expected to clear title to the subject property to be improved with Bond BHCIP funds and complete PFA execution within 90 days of receipt of the PFA. DHCS reserves the right to rescind conditional award funding and redirect it to alternate applicants in instances where extended delays in PFA execution occur.

As part of the PFA execution process, conditional grantees must execute a Facility Access Agreement (FAA) that states that DHCS will have access to the Bond BHCIP-funded facility throughout the 30-year encumbrance period. They must also provide a signed opinion letter from their legal counsel stating that the PFA, including real estate instruments, along with the program

requirements, is not in conflict with any existing contract or agreement related to the property, project, or conditional grantee.

The PFA must be signed, returned, and fully executed with AHP before initial funding will be awarded. DHCS will not accept any changes, negotiations, or redlining to the PFA. Depending on the applications received, their project locations, allowable expenditures, amounts of funds requested, and funding available, DHCS may choose to fund only part of an application. In that case, DHCS would reach out to the potential grantee to determine their interest in receiving a smaller amount than originally requested.

Funds awarded pursuant to the project must be used to supplement, and not supplant, other funding available from existing local, state, or federal programs or from grants with similar purposes. Funding may not be used for “reimbursement.” Only those costs that can be associated with completing the project would be eligible costs, as noted in section 5.2.

Applicants that are not funded during Bond BHCIP Round 1: Launch Ready may be eligible to apply for Bond BHCIP Round 2: Unmet Needs funding. TA will be available on an ongoing basis.

### **4.3. Appeals**

California law does not provide a protest or appeal process against award decisions made through an informal selection method. Applicants submitting a response to this RFA may not protest or appeal the award. All award decisions made by DHCS will be final.

## **Part Five: Project Operations**

### **5.1. Project Oversight and Reporting**

As specified by DHCS and upon request, grantees must provide progress reports in connection with the approved timeline, statement of work (SOW), and budget, as well as any updates to the timeline for completion of the project. The progress reports should include the project’s completion milestones and any updates or substantial changes. Grantees must promptly notify DHCS of any changes regarding organization, authorization, or capacity. This information will be outlined in the PFA.

Grantees are required to meet state financial and administrative reporting requirements and submit data through an online portal. Reporting requirements will include regular reports (at least once every 30 days) indicating progress toward meeting performance milestones, and a final report. The annual report will be due no later than January 31 for the prior calendar year of January 1 to December 31. Funding will be contingent upon provision of the timely submission of data and reporting. These requirements will be fully detailed upon award.

In addition to the foregoing, each grantee must submit to DHCS periodic reports, updates, and information as deemed necessary by DHCS to monitor compliance and/or perform project evaluation. Any requested data or information must be submitted electronically in a format provided by DHCS.

Additional reporting requirements may be required by DHCS for up to 30 years after completion of project construction.

## **5.2. Disbursement of Grant Funds**

The PFA will set forth the general conditions for disbursement. All grantees will be able to commence work and invoice for Bond BHCIP Round 1: Launch Ready project-specific expenses incurred back to the date of their conditional award, provided the expenses align with the project identified in the grant application and the final executed PFA and detailed SOW, and dated receipts/supporting documentation are available to verify project expenses. Eligible sunk costs may include the purchase of real property and construction or renovation/rehabilitation costs, including project planning or project management; appraisals; inspections; preconstruction costs such as permitting, surveying, architectural, and engineering fees; hardscaping and/or landscaping costs essential to the completion of the project (may not exceed 5 percent of the total grant award); and FFE (see section 2.7.) The project funding will become available upon final execution of the Bond BHCIP Round 1: Launch Ready PFA with AHP, at which point, the grantee may begin submitting invoices.

Disbursement of funds will follow bond payment processes and funding cycle. The grantee will submit relevant invoices to the draw authority for work completed. The draw authority will review the draw request, approve the invoices for work completed, and issue approval for disbursement of funds to the grantee. The grantee will then be responsible for paying invoices in a timely manner. Subsequent funding for construction will be released following site inspections and once draw requests are submitted for work completed in alignment with the bond payment processes and funding cycle.

AHP will closely monitor progress on construction and will track and review all schedules, change orders, and contingency expenses. Grantees will be responsible for submitting invoices, revised budgets, and schedules to AHP for approval. Grantees must ensure that expenses are allowable under the PFA and will be expected to provide sufficient backup documentation. Grantees are responsible for ensuring that their project is on schedule and on budget. Grantees who are awarded Bond BHCIP funds will be solely responsible for any costs to complete the project in excess of the program funds award amount. Neither DHCS nor AHP will be responsible for any cost overruns. Additional details regarding the funding and disbursement process will be provided upon award.



### 5.3. Funding Promotion

Grantees must collaborate with DHCS on requests to promote the award opportunity and services funded through the award. Requests for which the grantee will be responsible may include, but are not limited to, conducting media interviews; submitting letters to the editor of local or statewide publications; providing comments for related media activities; and/or submitting informational videos discussing the grantee’s organization, services provided, and resulting impacts of the Bond BHCIP funding on communities.

### Part Six: Forms/Attachments (Total of 15)

Applicants must include all of the following attachments with the application. All required forms and supporting documents must be completed and uploaded in the application portal.

Form 1: Application Questions Guide (Note: additional questions may be included on the application portal)

Description: Application questions and related documents for Bond BHCIP Round 1: Launch Ready

- Letter(s) of support
- Any preliminary site plans, design drawings, or construction drawings for the proposed project—these may include schematic designs, architectural drawings, construction blueprints, and/or other renderings (Please limit each file size to less than 20 MB).
- Resumes of the development team that developed the design/construction plans.
- A copy of all executed contracts for hire related to the project’s development team (lawyer, construction manager, development manager, architect, consultants, general contractor, etc.).
- Organization chart (for corporations, LLCs, and general partnerships owned by individuals or natural persons).
- A certified appraisal and a bank loan document, if identifying a real property contribution for match.
- A valid rough order of magnitude cost estimate if no construction plan is in place.
- A preliminary title report.

Form 2: Budget Template

Description: Pre-formatted template for all costs related to the proposed project, including match

Form 3: Development Team Information

Description: Information about development team, including contact information and experience

Form 4: Design, Acquisition, and Construction Milestone Schedule

Description: Schedule for achieving design, acquisition, and construction milestones

Form 5: Applicant’s Certification of Prevailing Wage (inclusion in estimated budget)

Description: Certification with an attestation from the general contractor that the general contractor will comply with California's prevailing wage and working hours laws

Form 6: Applicant's Certification of Funding Terms

Description: Certification that the applicant will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined

Form 7: Community Engagement

Description: Table to detail applicant outreach efforts related to the proposed project

Form 8: Schematic Design Checklist

Description: Checklist of start and completion dates for schematic design drawings, including architectural and engineering technical information

Form 9: Facility Financial Operating Pro Forma Template

Description: Table of revenue and expenses to show annual net operating income

Form 10: Board Authorizing Resolution (BAR) Template

Description: Template for eligible entities to confirm signing authority for the PFA. Local government entities are allowed to use their own authorizing resolution.

Attachment A: Pre-Application Consultation Process

Description: Outline of the PAC process, including a link to the required survey

Attachment B: DHCS Allowable Expense List

Description: List of allowable expenses for Bond BHCIP-funded projects

Attachment C: Letter of Support Guidelines

Description: Requirements related to all letters of support submitted as part of a Bond BHCIP Round 1: Launch Ready application

Attachment D: Budget Glossary of Terms

Description: Glossary of terms related to the budget for Bond BHCIP Round 1: Launch Ready applications

Attachment E: Glossary of Terms

Description: Glossary of terms for Bond BHCIP Round 1: Launch Ready

**REQUEST FOR QUALIFICATIONS – NO. DPW2024-004  
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES  
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT**

**ATTACHMENT B – SIGNATURE AFFIDAVIT  
(Submit with Proposal)**

SIGNATURE AFFIDAVIT	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

Government Code Sections 6250, et seq., the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Consultant, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Consultant or competitor; and that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions and specifications required by the County in this Request for Proposals and declares that the attached Proposal is in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

This firm hereby acknowledges receipt / review of the following Addenda, if any  
Addendum # [ ] Addendum # [ ] Addendum # [ ] Addendum # [ ]

**REQUEST FOR QUALIFICATIONS – NO. DPW2024-004  
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES  
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT**

**ATTACHMENT C – REFERENCE DATA SHEET  
(Submit 3-5 copies with SOQ)**

<b>REFERENCE DATA SHEET</b>	
Using multiple copies of this form, provide a minimum of three (3), maximum of five (5) references with name, address, contact person, and telephone number whose scope services is similar to those requested by Humboldt County (preferably in California). <u>Previous business with the County of Humboldt does not qualify.</u> This form must be filled out and submitted, but supplemental information sheets with additional project information may be included with this form.	
<b>NAME OF REFERENCE:</b>	
<b>BUSINESS STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>AGENCY AFFILIATION:</b>	<b>TITLE:</b>
<b>PHONE #:</b>	<b>EMAIL:</b>
<b>PROJECT NAME:</b>	
<b>CONSTRUCTION COMMENCEMENT DATE:</b>	<b>CONSTRUCTION COMPLETION DATE:</b>
<b>INITIAL CONSTRUCTION BUDGET:</b>	<b>FINAL CONSTRUCTION COST:</b>
<b>DETAILED DESCRIPTION OF SERVICES PERFORMED INCLUDING:</b>	
<b>DETAILED DESCRIPTION OF HOW THE PROVIDED SERVICES LED TO ACCOMPLISHMENT OF CLIENT'S OBJECTIVES:</b>	
<b>DETAILED DESCRIPTION OF PROJECT:</b>	
<b>BUILDING AREA:</b>	<b>CONSTRUCTION TYPE:</b>
<b>SITE ADDRESS:</b>	
I certify that all information provided on this Reference Data Sheet is true and correct to the best of my knowledge.	
<b>SIGNATURE:</b>	
<b>NAME (PRINT):</b>	<b>DATE:</b>
<b>LIST ATTACHMENT(S) FOR THIS REFERENCE:</b>	

**REQUEST FOR QUALIFICATIONS – NO. DPW2024-004  
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES  
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT**

**ATTACHMENT D – SAMPLE CONSULTANT SERVICES AGREEMENT**

**CONSULTANT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND**

**[NAME OF CONSULTANT]  
FOR FISCAL YEARS 20[ ]-20[ ] THROUGH 20[ ]-20[ ]**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20[ ], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Consultant], a [Name of State] [type of business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Facilities Management Division, desires to retain a qualified professional organization to provide certain specified on-call engineering and project management services that are designed to assist COUNTY with a Psychiatric Health Facility (PHF) Project; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT hereby agrees to provide professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of such funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT’s obligations hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this

Agreement.

- D. Project Access. In order to enable COUNTY to confirm CONSULTANT's compliance with the terms and conditions of this Agreement, CONSULTANT shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's duties and obligations required hereunder. Any and all correspondence pertaining to the performance of CONSULTANT's duties and obligations required hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within [ ] ( ) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin on [ ], 20[ ] and shall remain in full force and effect until [ ], 20[ ], unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services satisfactorily provided hereunder through and including the effective date of such termination. However, this provision shall not limit or

reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. CONSULTANT hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Project Budget.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit E – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division  
Attention: Sean Meehan, Deputy Director – Facilities Management  
1106 Second Street  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works  
Attention: Thomas K. Mattson, Director

1106 Second Street  
Eureka, California 95501

CONSULTANT: [Name of Consultant]  
Attention: [Name of Contact Person], [Job Title]  
[Street Address]  
[City], [State] [Zip Code]

8. REPORTS:

CONSULTANT hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.



10. MONITORING:

CONSULTANT hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state or federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of

Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
  1. The dangers of drug abuse in the workplace;
  2. CONSULTANT's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
  2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or

nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required pursuant to the terms and conditions of this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY or its agents, officers, officials, employees and volunteers.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
  4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. Such coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. If any insurance coverage required in this agreement is provided on a claims-made rather than occurrence form CONSULTANT agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), be shown, and that CONSULTANT shall maintain the required coverage for a period of at least three (3) years after the expiration of this agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage for a minimum of three (3) years after the completion of work.
  3. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  4. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
  5. For claims related to this Agreement, CONSULTANT’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT’s insurance and will not be used to contribute therewith.
  6. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  7. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on

forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.

8. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONSULTANT: [Name of Consultant]  
Attention: [Name of Contact Person], [Job Title]  
[Street Address]  
[City], [State] [Zip Code]

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

- D. Conflict of Interest Requirements. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the Humboldt County Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. CONSULTANT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

28. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement; however, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section [ ](1) – Compensation upon Termination, Section [ ] – Record Retention and Inspection, Section [ ] – Confidential Information and Section [ ] – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of



terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

41. AUTHORITY TO EXECUTE:

Each person executing this Agreement warrants that he or she is duly authorized and has legal authority to execute this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**[NAME OF CONSULTANT]:**

By: \_\_\_\_\_  
\_\_\_\_\_

Date:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date:

\_\_\_\_\_  
Rex Bohn, Chair  
Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date:

\_\_\_\_\_  
Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule
- Exhibit E – Sample Invoice

SAMPLE