



**California State Council on Developmental Disabilities (SCDD)**

Program Development Grants (PDG)

## **Cycle 47 Tribal Health: Grant Guidelines**

Federal Fiscal Year (FFY) 2024-2026

All applications must be submitted through the Council's online GrantVantage platform

The application may be completed and submitted at:

<https://casccd.gvgrantcloud.com/>

**Submission Deadline: October 8, 2024**

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## Table of Contents

<b>BACKGROUND</b> .....	<b>3</b>
<b>THE COUNCIL’S 5-YEAR STATE PLAN</b> .....	<b>3</b>
<b>CYCLE 47: PROGRAM DEVELOPMENT GRANT (PDG) OVERVIEW</b> .....	<b>4</b>
<b>APPLICANT ELIGIBILITY CRITERIA</b> .....	<b>4</b>
<b>AVAILABLE FUNDING AND PROJECT TERM</b> .....	<b>5</b>
<b>TIMELINE</b> .....	<b>5</b>
<b>APPLICATION REQUIREMENTS</b> .....	<b>6</b>
<b>REPORTING &amp; BILLING REQUIREMENTS</b> .....	<b>9</b>
<b>PROGRAM EVALUATION AND SELECTION PROCESS</b> .....	<b>10</b>
Phase 1: Administrative Review .....	<b>10</b>
Phase 2: Scoring Panel .....	<b>10</b>
Scoring Criteria: .....	<b>11</b>
<b>ALLOWABLE AND NON-ALLOWABLE PDG GRANT COSTS</b> .....	<b>13</b>
Direct Costs .....	<b>14</b>
Indirect Costs .....	<b>15</b>
<b>REQUIREMENTS &amp; QUESTIONS</b> .....	<b>15</b>
Requirements .....	<b>15</b>
Questions .....	<b>16</b>
<b>FUNDING OF PROJECTS</b> .....	<b>16</b>
<b>NOTICE OF INTENT-TO-AWARD CONTRACTS and PROTESTS</b> .....	<b>17</b>
<b>OTHER TERMS AND CONDITIONS</b> .....	<b>19</b>
Terms .....	<b>19</b>
Dispute Provisions .....	<b>19</b>
Project Change(s) .....	<b>19</b>
Project Evaluation .....	<b>20</b>
Patents and Copyrights .....	<b>20</b>
Termination of Contract .....	<b>20</b>
Subcontractor .....	<b>20</b>
Insurance Requirements .....	<b>21</b>
Software Certification .....	<b>21</b>
Contractor Evaluations (PCC §10367) .....	<b>21</b>
<b>RESTRICTIONS: STATE EMPLOYEES</b> .....	<b>21</b>
Current State Employees .....	<b>21</b>

<b>Former State Employees.....</b>	<b>22</b>
<b>Conflict with Present State Employees .....</b>	<b>22</b>
<b>GRANTEE CODE OF CONDUCT.....</b>	<b>22</b>

## **BACKGROUND**

California's State Council on Developmental Disabilities (SCDD) advocates for, promotes and implements policies and practices designed to achieve self-determination, independence, productivity and inclusion in all aspects of community life for Californians with intellectual and/or developmental disabilities (I/DD) and their families. Its goal and mission are to improve the lives of people with I/DD (PwI/DD) in measurable ways through engaging in and promoting self-advocacy, capacity-building, and systems change.

SCDD (Council) is established by both federal law ([Developmental Disabilities and Bill of Rights Act](#)) and state law ([Lanterman Developmental Disabilities Services Act](#) [Welfare and Institutions Code §4520 et seq.]). The Council is funded by the U.S. Department of Health and Human Services (DHHS), Administration for Community Living (ACL), Office on Intellectual and Developmental Disabilities (OIDD).

Federal law requires the Council to identify methods to improve and increase services for individuals with I/DD and their families and to submit these to the ACL in the form of a 5-year State Plan. The Council's primary work is achieving the State Plan goals, objectives, and strategies through its projects and activities.

## **THE COUNCIL'S 5-YEAR STATE PLAN**

The State Plan is developed with extensive community input from stakeholders throughout California. It identifies and is responsive to critical, current, and emerging issues facing Californians with I/DD and their families through three (3) broad goals and nine (9) more specific objectives. SCDD implements its State Plan through a series of five (5) annual work plans that include dozens of special projects and thousands of regional and statewide activities.

### **2022 - 2026 State Plan Goals**

- 1. Self-Advocacy:** By 2026, the Council will maintain and/or increase the number of people with intellectual/developmental disabilities to become strong self-advocates, peer trainers and community leaders.
- 2. Systems Change/Advocacy:** By 2026, the Council will lead in partnership with family/self-advocates and others to protect and enhance civil rights to improve community-based systems and be more fully inclusive and supportive of people with intellectual/developmental disabilities and their families.
- 3. Capacity-Building/Advocacy:** By 2026, the Council will increase partnerships with and support of more people with intellectual/developmental disabilities and their families, so they know their rights and can advocate for and receive supports and services.

The State Plan provides annual information on its projects, activities, outcomes and impacts to the federal Office on Intellectual and Developmental Disabilities (OIDD), identifying how the Council invests its resources to support people with I/DD, their families, and communities throughout California. The 2022-2026 State Plan can be accessed on the SCDD website: [SCDD – State Plan | SCDD \(ca.gov\)](#).

## **CYCLE 47: PROGRAM DEVELOPMENT GRANT (PDG) OVERVIEW**

One of the many ways the Council (SCDD) works to achieve its State Plan objectives is by awarding Program Development Grants to community-based organizations to research, develop and/or implement innovative programs and promising or best practices throughout the state and its local communities.

SCDD is entering the Cycle 47 grant period as part of its 2024-25 State Plan work. The Council has allocated a total of \$125,000 to fund Cycle 47 projects in the following proposed topic area: Health (Tribal) The Council will consider all proposal submissions and choose one (1) or more grant-funded projects (that combined) will not exceed the full \$125,000 budgeted amount. The duration of this grant project will cover an 18-month period, beginning on March 1st, 2025 and ending August 31st, 2026.

More detailed information and the scope of the RFP may be found in the Project Description, which can be accessed through the link below:

### **[Tribal Health Project Flyer:](#)**

SCDD is seeking a grantee to actively engage with Indigenous PwI/DD and their families, Tribal health organizations, and other collaborative partners in California to provide plain language materials, outreach, and training opportunities to connect Native Americans with critical health-related supports, services and information about protective, developmental and medical/dental/mental health determinants, risks, and needs. Please review the entire Project Flyer (link above) prior to completing the GrantVantage application for this RFP.

## **APPLICANT ELIGIBILITY CRITERIA**

The Council will award funding, on a competitive basis, to California-based agencies and organizations that represent and/or serve individuals with intellectual, developmental and/or cross-disabilities. Eligible Applicants include:

- Local government agencies
- Non-government organizations
- Tribal organizations
- Community-based non-profits
- Established coalitions that are classified as 501(c)(3) tax exempt under the Internal Revenue Services (IRS) Code

Under this definition, community is defined as a city, a group of cities, a county, a group of counties, and/or Tribal land(s). Applicants may submit proposals as a single organization or on behalf of a consortium of organizations.

## **AVAILABLE FUNDING AND PROJECT TERM**

The Council has approved a total fund of \$125,000 to be allocated for one or more Cycle 47 Tribal Health grants. These Program Development Grants will be awarded and completed in an 18-month project period during the upcoming federal fiscal year cycles (March 1, 2025 – August 31, 2026), consistent with the focus areas listed above and the goals and objectives outlined in the 2022-2026 SCDD State Plan.

## **TIMELINE**

<b>GrantVantage Application Launch Date:</b>	<b>August 23, 2024</b>
<b>Pre-Bidders Conference (11am – 12pm) – (<a href="#">Register Here</a>):</b>	<b>September 3, 2024</b>
<b>Deadline for Questions:</b>	<b>September 23, 2024</b>
<b>Answers will be posted on SCDD website through</b>	<b>September 26, 2024</b>

**Technical Assistance Clinics will be held (via Zoom) at: [Join Here](#)**

- **September 11, 2024 (11am – 12pm)**
- **September 17, 2024 (8am – 9am)**
- **October 1, 2024 (3pm – 4pm)**

<b>Application Submission Deadline (*):</b>	<b>October 8, 2024</b>
<b>Application review &amp; scoring:</b>	<b>October 9- November 10, 2024</b>
<b>State Plan Committee will convene to choose proposals:</b>	<b>November 14, 2024</b>
<b>Council Decision &amp; Public Notice of Grant(s) Awarded:</b>	<b>November 19, 2024</b>
<b>Public Protest Period:</b>	<b>November 19- December 2, 2024</b>
<b>FINAL NOTICE of Award Notifications (**):</b>	<b>December 3, 2024</b>
<b>Projected Funding of Approved Proposals:</b>	<b>March 1, 2025</b>
<b>Deadline(s) for Cycle 47 Project Completion(s):</b>	<b>August 31, 2026</b>

- \* Applications must be submitted by **11:59 p.m. on October 8, 2024**
- \*\* Pending successful completion of the protest period

## **ONLINE APPLICATION**

For the 2024-25 PDG Cycle 47 application process, all applicants must submit proposals through the Council's online GrantVantage platform: (<https://cascdd.gvgrantcloud.com/>)

- FAQ tip sheets and other resources for the 2024-25 grant cycle will be made available and updated on the Council's website: [Grants Information | SCDD](#))

For additional technical support questions about the application platform, applicants may email GrantVantage directly at [applicantssupport@grantvantage.com](mailto:applicantssupport@grantvantage.com).

**For questions regarding the application process, applicants may email:**  
[grantscontracts@scdd.ca.gov](mailto:grantscontracts@scdd.ca.gov)

## **APPLICATION REQUIREMENTS**

Grants awarded through the PDG Cycle Grants process will be administered through the Council's headquarters office. During this process, the Council will: 1) ensure that all proposals are fairly and consistently reviewed and evaluated; 2) monitor compliance with state and federal laws and policies; and, 3) recommend awarding grants to the highest ranked proposal(s), based on available funding and the outlined criteria.

The Council's grant application, accessed via the GrantVantage online platform, has two main components: Application and Budget Template. The Application contains specific questions and upload requirements in three different sections: Grant Project Data, Grant Project Narrative, and Declarations. All sections, questions and document/signature uploads must be fully complete. The Budget Template requirements are outlined in the "instructions," which are provided on the Budget Template page. Any missing or incomplete sections will result in an application submission failure.

Some sections of the application are subject to scoring and will be marked as to the total number of points possible. Other sections – while not scored – must still be completed. If required information, application components/sections or documents have not been fully provided by the applicant, the application will be disqualified and rejected upon final review by the Grants Analyst.

## **Match (Cost Share) Requirement**

All awards made by the Council will include a non-federal match (cost share) requirement, per §126 (a) of the Developmental Disabilities Act. The non-federal match (cost share) requirement has two tiers based on the service area poverty status:

- 10% non-federal match (cost share) for projects that serve individuals living in urban or rural poverty areas as determined by the US Census.
- 25% non-federal match (cost share) for all other projects.

The most common forms of match to meet this requirement are in-kind commitments or cash. The match requirement and amount is included the award contract. Supporting documentation must be submitted to document all match contributions.

## **Match (Cost Share) Requirement**

The non-federal match requirement is implemented as a cost share of the total project budget. For projects working in non-poverty areas, the investment of federal funds (subaward amount) cannot exceed 75% therefore the non-federal investment (match) in the project must be no less than 25%. Similarly for projects working in poverty areas, the investment of federal funds (subaward amount) cannot exceed 90% therefore the non-federal investment (match) in the project must be no less than 10%.

### **25% Non-federal Match (Cost Share) Calculation: Example**

#### **1. Total Project Budget Method**

- Total Project Budget = \$20,000
- Minimum Non-Federal Match (Cost Share) =  $\$20,000 \times 25\% (.25) = \$5,000$
- Maximum Federal Fund Investment =  $\$20,000 \times 75\% (.75) = \$15,000$

#### **2. Federal Fund (Subaward) Request Method**

- Federal Funds (Subaward) Request = \$15,000
- Total Project Budget =  $\$15,000 / .75 = \$20,000$
- Minimum Non-Federal Match (Cost Share) =  $\$20,000 - \$15,000 = \$5,000$

## **GrantVantage Platform Application Guide**

You may access a downloadable version of the GrantVantage Application to review all questions ahead of time here: [SCDD Cycle 47 Application Questions](#)

## **Online Application Advisory**



Applicants are encouraged to submit applications at least two hours before the Funding Announcement closing time. Applicants that encounter what they believe are technical system errors must report these to the GrantVantage Support desk with screenshots and a summary explanation, using this email: [ApplicantSupport@grantvantage.com](mailto:ApplicantSupport@grantvantage.com).

Due to the variance of applicant internet speeds, applications with attached documents will take time to process. Applicants are cautioned to submit the application and additional material at least 20 minutes before the closing time to allow the application to be fully processed. If you submit your application minutes before the announcement deadline time, the announcement may close in the middle of processing that application. If this occurs, the agency will not have 'received' your application in a timely manner and it will be disqualified from further consideration.

Additionally, we encourage all applicants to submit within two (2) hours of the closing deadline to ensure sufficient time for the Technical Assistance team to respond to any reported technical system errors. SCDD staff will be available to respond to inquiries until September 23, 2024. For additional information, please attend the Technical Assistance Clinics (please see enclosed schedule) prior to the submission deadline for additional information. For additional technical support questions about the application platform, applicants may email GrantVantage directly at [applicantssupport@grantvantage.com](mailto:applicantssupport@grantvantage.com).

**For questions regarding the application process, applicants may email:**  
[grantscontracts@scdd.ca.gov](mailto:grantscontracts@scdd.ca.gov)

All applicants are advised to read the GrantVantage Step-by-Step Applicant Guide and the GrantVantage Applicant Instructions, located as attachments to the Funding Announcement, which may be found through the following links:

[Step by Step Guide for GrantVantage Platform \(ca.gov\)](#)

[Funder Portal - Applicant instructions - Master Guide](#)

The Applicant Instructions will inform applicants how to begin, complete, and submit an application.

Examples of events that are NOT considered Technical System Errors:

- Failure to follow funding announcement instructions
- Failure to follow Application Instructions
- Local internet challenges at the time of submission on deadline day
- Unable to see/locate final application 'Submit' button
- Forgotten username or password credentials
- Security violation and/or locked out of system resulting from a forgotten password or too many wrong attempts

- Failure to notify the GrantVantage Support Desk ([ApplicantSupport@grantvantage.com](mailto:ApplicantSupport@grantvantage.com)) two (2) hours prior to the submission deadline
- The Funding Announcement closes in the middle of the application submission process while the 'Processing' indicator is still active. This occurs when applicants try to submit too close to the deadline time and the Funding Announcement closes. If this occurs, SCDD will not have officially received the application in a timely manner.

## **REPORTING & BILLING REQUIREMENTS**

The Applicant/Contractor shall agree to the following reporting requirements:

### **Bi-Monthly Reporting**

Submission of bi-monthly progress reports will be completed in a format and manner prescribed by SCDD. These reports shall include, but not be limited to: whether the project is on schedule, issues related to project operations and supervision, and/or identifying/reporting difficulties or specific problems, so that remedies can be developed and implemented in a timely manner.

SCDD collects both quantitative (numerical) and qualitative (narrative) data from grantees on a bi-monthly basis through its online Qualtrics platform. These reports are designed to identify how many people (e.g. self-advocates [SA], family advocates [FA] and/or others) have been reached and/or impacted through the grantee's work. Other quantitative data may include (but not be limited to):

- Number of meetings (with other entities and/or collaborative partners) held
- Number and type of events held
- If applicable, the number of SA/FA/peers prepped for collaborative work, etc.

Also on a bi-monthly basis, grantees are expected to provide qualitative information (updates) about project development and progress, types of activities, barriers encountered and the applied solutions, collaborative partners, lessons learned, future recommendations and/or program considerations, etc.

At the grantee's request, SCDD will provide technical assistance, information, etc., as needed, through its HQ Operations & State Plan Manager and/or Contracts and Grants Analyst.

The Council reserves the right to require grantees to collect data that is not included in the grantee's original proposal but that Council deems necessary to demonstrate project impact, based on federal guidance. Grantees are required to collect and report on the identified

outputs, outcomes, performance measures, and related demographic data in bimonthly and/or final reports.

### **Final Report**

The final end-of-project report will be submitted within 45 days (by October 15, 2026, or earlier) after contract termination or successful completion (on August 31, 2026 or earlier). The final report should include wrap-up information and all deliverables (e.g. training curricula, reports, resources, tools, etc.) via electronic, camera-ready and/or master copy developed in the performance of this contract/project. This comprehensive report should include (but not be limited to) project findings (e.g. research results, barriers encountered, promising/best practices used and/or established, lessons learned, etc.) and recommendations for legislative/policy changes, project continuation and/or replication, etc.

### **Billing**

Billing invoices must be submitted with bi-monthly and/or final report(s). All supporting expense documentation must be enclosed with each billing, including, but not limited to: receipts for purchases, travel claims, payroll reports, etc.

SCDD reserves the right to withhold payment on invoices submitted until all acceptable and timely reports have been received.

## **PROGRAM EVALUATION AND SELECTION PROCESS**

### **Phase 1: Administrative Review**

Proposal submissions will be reviewed and evaluated for timeliness and completeness of required project components, details and other requirements. In this initial review stage, reviewers will verify submitted proposal applications and determine whether or not: 1) all necessary documents have been uploaded; 2) the budget report is accurate (including the correct match amount); and, 3) the minimum qualifications have been met, as compared to the checklist of required documents. Proposals that do not meet the necessary requirements will be disqualified and rejected.

### **Phase 2: Scoring Panel**

As established by the SCDD Executive Director, the Scoring Panel will review project proposals that have passed the administrative review process and score them in accordance with the Proposal Evaluation Scoring Criteria. The Scoring Panel members are qualified staff and members of the State Council on Developmental Disabilities with the requisite knowledge and/or experience in the supports and services needed by Californians with I/DD and their families and the processes/requirements related to the Council's Program Development Grants.

## **Proposal Evaluation**

### **Scoring Criteria:**

Each eligible proposal will be scored as follows. A maximum of 150 points may be awarded by each member of the review team.

<b>PROPOSAL EVALUATION SCORING CRITERIA</b>	<b>POINTS</b>
<b>Knowledge &amp; Experience:</b> The proposer has demonstrated experience, knowledge, and potential to accomplish all elements of the proposal	<b>10</b>
<b>Project Description:</b> The proposal meets the intent and need(s) identified in the proposed project description (e.g. the proposal thoroughly addresses the issue), and it applies research/evidence-based practices (e.g. best or promising practices) in its design and implementation	<b>15</b>
<b>State Plan:</b> The proposal meets or advances the State Plan's Goal(s) and/or Objective(s), including activities in advocacy, systems change and/or capacity-building	<b>10</b>
<b>Target population:</b> The proposal clearly/appropriately identifies its target population(s)	<b>5</b>
<b>Diversity/Disparities:</b> The proposal identifies how it will address/impact historically unserved, under-served and/or other under-represented, marginalized and (e.g. ethnically, racially, culturally, linguistically, economically, geographically, etc.) diverse communities	<b>10</b>
<b>Implementation Plan:</b> The proposal clearly identifies its method(s) to achieve intended outcomes	<b>10</b>
<b>Project Activities:</b> The proposal lists all types of planned activities and provides details on each activity type	<b>15</b>
<b>Project Timeline:</b> The proposal clearly outlines the project plan across the proposed project period	<b>10</b>
<b>Deliverable(s)/Output(s):</b> The proposal describes specific deliverables (e.g. curriculum, materials, resources, reports, etc.)	<b>10</b>

<b>Outcomes:</b> The proposal’s outcomes are designed to clearly identify, measure and explain how it will meet the intent of the proposed project	<b>10</b>
<b>Impact:</b> The proposal clearly describes how it is designed to impact and change lives in meaningful, significant, and/or sustainable ways (e.g. addresses an important need in community)	<b>10</b>
<b>Evaluation &amp; Reporting:</b> The proposal provides a clear and sound evaluation plan (includes data collection, program assessment and outcome analysis) as part of its bi-monthly and final reporting process	<b>15</b>
<b>Innovation &amp; Creativity:</b> The proposal identifies and describes how it will apply innovative and promising practices in its design and implementation and/or will build on evidence-based best practice(s)	<b>10</b>
<b>Budget:</b> The proposed budget is reasonable, meets the stated requirements of the RFP, and provides clear details as to how it will adequately fund all elements of the proposal, including match funding	<b>10</b>
<b>TOTAL POSSIBLE POINTS:</b>	<b>150</b>

**Minimum Score:**

A minimum score of seventy-five percent (75%) of the total possible points is required in consideration for a grant contract award.

**Rounding of Scores:**

Decimal point scores will be rounded up to the nearest whole number (i.e. 20.54 will become 21).

**Tiebreakers:**

In the event of a tie, the Scoring Panel will break it by awarding the contract to the proposal with the highest score in the Project Description category.

If scores in the Project Description category are the same, the tie will be broken by the highest score in the Implementation Plan category.

If both the Project Description and Implementation Plan scores are the same, the tie will be broken by the highest score in the State Plan category.

## ALLOWABLE AND NON-ALLOWABLE PDG GRANT COSTS

The purpose of the PDG program is to provide resources necessary to initiate new services/supports that are creative, innovative, and needed for and by people with I/DD and/or their families. These funds may not be used to purchase goods or services, for which another funding source is available, or to supplant existing funding. Proposal budgets should include all necessary expenses for the applicant to complete the project.

Each line item in the budget will be reviewed to determine whether it is allowable and reasonable. The Council reserves the right to request a revised budget. The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by Title 2 of the Code of Federal Regulations, Part 200 (2 C.F.R. 200 et seq.), except where this Agreement is more restrictive. The federal regulations are available for review on the Internet at [www.efcr.gov](http://www.efcr.gov) under "Title 2-Grants and Agreements."

The following list contains some examples of allowable and non-allowable PDG contract expenditures:

1. Funds may not be used to purchase real property.
2. Funds may not be used to purchase childcare vouchers.
3. Funds may be used to modify facilities to meet fire and life safety requirements of the Fire Marshal and/or the applicable licensing agency. The applicant will be required to submit three bids for each facility.
4. Rent for an office and/or facility is a reimbursable expense, as long as staff funded through the grant is working at or from the office/facility. The rent shall not exceed the rental rates for a facility of equivalent size in the same or similar geographical area.
5. Equipment may be leased; it may not, however, be leased with an option to purchase. The Contractor shall provide SCDD with copies of agreements for all equipment leased during the contract period.
6. The following are examples of equipment that may not be purchased or purchased only with prior approval:
  - Motor vehicles may not be purchased.
  - Computers may only be purchased with prior approval from SCDD.
  - Copy machines may not be purchased; they may, however, be leased during the contract period.
  - Any equipment or item that is to be attached to a facility or vehicle, which cannot be removed in usable condition from that facility or vehicle, may not be purchased.

7. Funds may not be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and/or life safety requirements.
8. Any reimbursement for necessary travel expenses and per diem shall be at rates set in accordance with allowable state guidelines and per diem and mileage rates. Please visit <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx> for information on reimbursement rates and travel/cost restrictions.
9. Funds shall not be used to purchase food or beverages for event participants nor to purchase free giveaway or gift items (commonly referred to as S.W.A.G. ("stuff we all get")) such as water bottles, t-shirts, key chains, etc.
10. Costs related to disseminating information about project outcomes can only be included in the funding request if the expense is to be incurred during the term of the contract period.
11. Personnel whose full-time salaries are paid through Cycle 47 funding are not to be assigned to outside or additional duties. SCDD reserves the right to verify and determine whether grant-based staff time has been committed to other jobs/projects.
12. Funds may be used to secure insurance coverage to assure that, prior to contract approval, Contractor, other than a self-insured public entity, can furnish to the SCDD a Certificate(s) of Insurance stating that there is liability insurance presently in effect that is covering all of Contractor's activities under this contract, as appropriate, of not less than \$500,000, per occurrence.

As a general rule, it can be assumed that equipment with a value under \$500 will be amortized and no longer considered to be the property of the State after three (3) years. For purposes of the PDG, equipment and/or item costs must be considered in terms of the end usable product (e.g., a bed is considered the sum of the cost of the mattress, box springs, and frame; Proposers should contact SCDD concerning items over \$500). All equipment will be inventoried and issued a state identification tag identifying each item as the property of the State unless and/or until such time that it has been released by the State.

### **Associated Costs**

PDG grants may not include indirect costs that exceed 10% of the grant total, as defined below:

#### **Direct Costs**

Direct costs are those that are specifically spent to carry out the grant project and activities, such as: 1) compensation of employees for the time identified and devoted specifically to the performance of the grant; 2) the cost of materials acquired, consumed, and/or expended specifically for the purpose of the grant; and, 3) travel expenses incurred specifically to carry out the grant contract.

## **Indirect Costs**

Indirect costs are items associated with general infrastructure support, such as general administration, facilities, equipment, operations, office supplies, and maintenance.

## **REQUIREMENTS & QUESTIONS**

### **Requirements**

1. Proposals submitted must serve those individuals and/or their families that meet the federal definition of I/DD.
2. Submitted proposals must be consistent with all applicable federal, state, and local government laws and regulations and good business principles.
3. The application must be complete and meet all the requirements set forth by the Council. An entire project application may be withdrawn, and the applicant may submit a new proposal prior to the Application Submission Deadline. Barring Council requests, application modifications offered in any other manner, either oral or written, will not be considered.
4. A proposal will be rejected if it is conditional or incomplete at the submission deadline or if it deviates from the required format and content or contains other irregularities of any kind. SCDD may reject any or all proposals and may waive any immaterial deviation in a proposal. SCDD's waiver of immaterial deviation shall in no way modify the requirements or excuse the applicant from full compliance with all requirements.
5. All decisions regarding the funding of proposals are the responsibility and sole discretion of SCDD. All required questions, signatures and downloaded documentation must be completed, accurate, and submitted, as determined by the Council directed through the application platform, in the manner described within this guideline.
6. SCDD reserves the right to amend these guidelines, by addendum, no later than ten days prior to the submission deadline. Any such addendum will be posted on the Council's website and notice will be issued via email from the SCDD Contract Analyst to all parties known by SCDD to have started and/or submitted a grant proposal through the date of the addendum.
7. The final decision to award a grant or grants rests solely with the California State Council on Developmental Disabilities and is contingent upon final funding approval by the Council.
8. SCDD reserves the right to reject any proposal. The Council is not required to award a grant.
9. Any language purporting to render all or any portion of the proposals confidential shall be regarded as invalid, and the proposal containing such language will be rejected. Upon



request and after the proposal scoring process documents will be made available for public inspection in accordance with Public Contract Code and Public Records Act rules.

10. SCDD staff will not provide written or oral debriefings to unsuccessful applicants.
11. If the proposal is submitted under a fictitious name or business title, the actual legal name of the applicant must be provided, whether an individual or entity.
12. Costs incurred for developing proposals and/or in anticipation of award are entirely the responsibility of the applicant and shall not be charged to the State of California.
13. SCDD does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter-proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable and all state contracting rules are to be followed.

**Note:** All Agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC 4/17), which may be viewed and downloaded at <https://www.dgs.ca.gov/SearchResult?search=gtc&divisionid=>.

14. All grantees must comply with §124(c)(5) of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 USC 15024; PL 106-402).
15. Any change in key personnel (listed in a proposal by a grantee) will require prior approval from SCDD.

### **Questions**

In the opinion of SCDD, the application process is complete and without need of explanation. If, however, there are questions regarding the process, they must be submitted in writing, via email, to the Contract Analyst listed on the cover page. All bidders will be afforded the opportunity to participate in a non-mandatory, live, web-based, pre-bidders' conference. Information about the pre-bidders' conference will be posted to SCDD's website. All questions must be received by the Deadline for Questions, as listed in the Timeline (page 5). All questions and answers received in a timely manner will be posted as an addendum on SCDD's website at [www.scdd.ca.gov](http://www.scdd.ca.gov) by the date listed in the Timeline. Questions will not be answered over the telephone.

### **FUNDING OF PROJECTS**

Funding of projects is contingent on availability of federal funds and approval by the Council. After the announcement of a grant award, changes in the level of federal allocation to California may result in the reduction of funds and/or withdrawal of some or all funded proposals.

The Council assumes no responsibility for costs incurred by the applicant for the development or submission of a proposal.

The Council may reduce the level of funding requested in a proposal. If the requested amount proposed will be reduced, the applicant(s) will be asked if they want to proceed with the process. If the Proposer wishes to continue, submission of a revised budget will be required with the revised funding request.

Grantees will submit all invoices in arrears. Grantees must be financially capable of supporting the project until such time as invoices are submitted and reimbursement is received.

Grantees must complete and submit bi-monthly (every other month) reporting and invoices, which must contain receipts for each expense/line item claimed, including but not limited to: records of salaries paid, travel, conference fees, and hotel accommodations, as well as proof of overhead costs (including payroll information for grant-assigned staff and subcontractors) and indirect expenses. Reimbursement of expenses will only be made for expenses associated with a line item of the approved budget and those which have the timely and proper supporting documentation.

Grantees shall submit, in writing, any requests to SCDD for all proposed transfers between individual line items and/or any additions or deletions of line items. Such requests shall contain an explanation of the need for the requested change, identification of the line items to be changed, and a revised Budget. Changes may not be made prior to SCDD's written approval. SCDD reserves the right to deny any request for line-item transfers, additions and/or deletions. The Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract.

Once the program element of the contract is approved by the SCDD, any budget change request that would change the program element will not be approved.

## **NOTICE OF INTENT-TO-AWARD CONTRACTS and PROTESTS**

SCDD staff scoring and recommendations for grant awards will be presented to the State Plan Committee (SPC) for consideration at its November 14, 2024 meeting. A final decision to fund each grant will be made by the State Council on Developmental Disabilities (SCDD) at its November 19, 2024, meeting.

A written protest may be filed with the Chair of the Council during the period of November 19-December 2, 2024. Any protest letter must be received (at the address listed below) before December 2, 2024 at 5:00pm:

California State Council on Developmental Disabilities  
3831 N. Freeway Boulevard, Suite 125  
Sacramento, CA 95834  
Attention: Aaron Carruthers

The written protest must specifically outline what the applicant is protesting and why the protest is being filed. Protests are to be limited to those demonstrable cases in which the Council did not follow the guidelines for acceptance and/or evaluation of the application. The decision of the Council Chairperson shall be final.

Pending successful completion of the Public Protest Period, a "Notice to Award Contract" will be posted at [www.scdd.ca.gov](http://www.scdd.ca.gov) by December 3, 2024.

## **OTHER TERMS AND CONDITIONS**

### **Terms**

The term of the grant contract agreement will continue for the duration of Cycle 47: March 1, 2025 through August 31, 2026. The State Council on Developmental Disabilities reserves the right to extend the contract term for one year. SCDD shall endeavor to give notice of its intention to extend the contract term at least sixty (60) days before expiration of the contract term.

### **Dispute Provisions**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, the Contractor shall provide written dispute notice to the State's representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the SCDD Executive Director will examine the matter and issue a written decision to the Contractor within fifteen (15) calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and,
  - d. the decision of the SCDD Executive Director shall be final.

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all the representative's orders and directions.

### **Project Change(s)**

The Contractor shall immediately notify SCDD when any portion or all of the contract becomes inoperative and/or requires change(s). The Contractor may submit a written request to SCDD for any change(s) in the project but shall not implement any changes prior to written SCDD approval, in accordance with this contract, state laws, federal laws, policies, and procedures, which is inclusive of approval by the Department of General Services (DGS), if

required. Such a request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program, as outlined in the contract, and the intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstance(s) will the budget change(s) exceed the total amount of the contract, as authorized by SCDD.

### **Project Evaluation**

Evaluation of the project shall be in accordance with procedures established by SCDD.

### **Patents and Copyrights**

A Proposer awarded a grant (hereinafter "Contractor") agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects, or deliverables cannot be made without the express written approval of SCDD. Credit for these deliverables will be acknowledged with SCDD's logo and the following statement:



*This product was made possible by funding from the California State Council on Developmental Disabilities through the federal Administration for Community Living ([2501CASCDD](#)).*

Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD, whether or not a patent or copyright is applied for or received by any other party or person.

### **Termination of Contract**

The contract may be terminated with or/without cause by SCDD or the Contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion, any/all equipment purchased through this contract will be returned to SCDD.

### **Subcontractor**

If Contractor proposes to subcontract any services required under this contract, the Contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the work by the subcontractor. Notwithstanding any subcontracting permitted by SCDD, the Contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by the Contractor to meet or exceed any and all provisions of this contract.

## **Insurance Requirements**

Prior to the contract approval, the Contractor, other than a self-insured public entity, shall furnish to SCDD Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of contract's activities under this contract, as appropriate, of not less than \$500,000 per occurrence.

### **The Certificate of Insurance will provide that:**

The insurer will not cancel the insured's coverage without a thirty-day (30) prior written notice to SCDD. SCDD, the federal Office on Intellectual and Developmental Disabilities (OIDD), its officers, employees, and agents are included as additionally named insurers, but only insofar as the operations under this contract are concerned.

The Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the Contractor agrees to provide at least thirty (30) days prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event the Contractor fails to keep insurance coverage in effect at all times, as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event

The Contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as, but not limited to, Workers' Compensation Insurance.

## **Software Certification**

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software, in violation of copyright laws.

## **Contractor Evaluations (PCC §10367)**

Each Contractor will have their performance evaluated. This evaluation will be conducted within 60 days of the completion of the contract.

## **RESTRICTIONS: STATE EMPLOYEES**

### **Current State Employees**

No officer or employee in state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or

employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent Contractor with any state agency to provide services or goods. (Public Contract Code §10411).

### **Former State Employees**

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation.

The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil or criminal case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code §10411).

### **Conflict with Present State Employees**

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code §19990).

## **GRANTEE CODE OF CONDUCT**

California's State Council on Developmental Disabilities is committed to supporting services, programs and activities that foster collaboration, integrity and professionalism. Failure to meet with these expectations may, at the Council's sole discretion, result in the termination of SCDD's contract with the grantee and cancellation of the project. Grantees are expected to support the staff and work of the Council and conduct all project activities in a professional, responsible and respectful manner, which includes, but is not limited to:

### **Diversity and Inclusion**

Grantees are expected to embrace diversity in the course of the grant project, during project activities, and in the production and distribution of all training, materials, resources, etc.

Examples of diversity include, but are not limited to, differences in: ability, race/ethnicity, language, national/geographic origin, citizenship, age, gender identity, expression or sexual orientation, religion, educational and/or economic achievement, political or social affiliation, etc.

### **Professional Conduct**

All activities with individuals, families, community-based entities, regional centers, and state, local and federal agencies are to be conducted with professionalism, dignity, respect, and fairness. Grantees, collaborative entities and subcontractors are expected to be open and willing to foster productive communication and respectful of different points of view.

### **Work Environment**

All projects should foster a positive and respectful work environment with agency colleagues, collaborative partners, other grantees, Councilmembers and staff.

### **Work Product**

The Council expects that grantees will, to the best of their abilities, complete the projects for which they have received approval and funding. This includes proper attribution and delivery of all products and deliverables, timely reporting, and accurate billing. Failure to do so may result in termination of the grant award, at the sole determination and discretion of the Council.

## **FEDERAL ACKNOWLEDGMENT**

This Program Development Grant (PDG) Cycle 47 project was supported by the CA State Council of Developmental Disabilities (SCDD) through grant number 2501CASCDD from the U.S. Administration for Community Living, the Department of Health and Human Services, Washington D.C. 20201.

Grantees undertaking projects with government sponsorship are encouraged to freely express their findings and conclusions. Stated points of view and/or opinions of the grantee do not necessarily represent official ACL/HHS or Council policy.