State of California—Health and Human Services Agency
California Department of Public Health

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PUBLIC COMMENT REQUESTED

March 5, 2015

The California Department of Public Health, Office of Health Equity (CDPH-OHE) is requesting public comment on the California Reducing Disparities Project (CRDP) Phase 2 Draft Pre-Solicitations for Technical Assistance Provider Today's release is for the purpose of gathering public comment only. The public comments that we receive will be used to help finalize the solicitation document. CDPH is concurrently releasing Draft Pre-Solicitations for the CRDP Phase 2 Statewide Evaluation Team, Implementation Pilot Projects and Capacity Building Pilot Projects. These documents can be found at: http://www.cdph.ca.gov/programs/Pages/OHECaliforniaReducingDisparitiesProjectPhaseII.aspx

In order to ensure high quality solicitations that meet program objectives and community needs, the Office of Health Equity is asking interested stakeholders, subject matter experts and community members to review the Draft Pre-Solicitations and provide feedback on how to improve the documents. We invite feedback on all sections of the Draft Pre-Solicitations, but are particularly interested in receiving feedback on the following areas:

- Program evaluation guidelines and evaluation plan components
- Minimum and desired qualifications for Proposers or Applicants
- Scoring criteria

In reviewing Draft Pre-Solicitations, commenters are encouraged to consider the following overarching questions: What elements work? What elements could be improved? Are any important elements missing? Are instructions for Proposers or Applicants clear? Please comment on each draft separately so that comments can be submitted to the appropriate email address. Make comments specific referencing the line number and explaining why a change is warranted and how the change would improve the pre-solicitation.

All comments for the LGBTQ Technical Assistance Provider must be submitted in writing by March 25, 2015 to CRDPta@cdph.ca.gov

CDPH is not soliciting any applications or proposals at this time. The draft pre-solicitations are being released for public comment only. CDPH will review all submitted comments and revise the draft pre-solicitations as appropriate. Final solicitations will be released upon completion of the revision process.

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Thank you for your interest and help to improve the California Reducing Disparities Project.

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Draft Pre-Solicitation

California Reducing Disparities Project (CRDP) Phase 2 LGBTQ Technical Assistance Provider

DRAFT: CRDP-14

State of California

California Department of Public Health

Office of Health Equity

March 5, 2015

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I. Introduction

A. Administrative Section

1. Key Action Dates

Key activities and times for this Solicitation are presented below. This is a tentative schedule. Any updates to this schedule will appear as an addendum to this Solicitation.

ACTIVITY	ACTION DATE
Solicitation release date	X
Written question submittal deadline	X + 14
Questions and Answers posted	X + 21
Deadline to submit requirements change requests	X + 24
Final date for proposal submission	X + 77
Notice of intent to award	X + 140
Proposed award date	X + 147
Contract start date	Y
Contract end date	Y + 60 months

2. Authority and Available Funding

It is anticipated that one contract will be awarded as a result of this Solicitation. The total amount payable for the contract awarded shall not exceed $1,250,000 dollars. The contract shall be for a term of five years.

The proposed Contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of the Contract. If full funding does not become available, CDPH will either cancel the resulting contract or amend to reflect reduced funding and reduced activities.

3. Resolution of differences between Solicitation and contract language

If an inconsistency or conflict arises between the terms and conditions appearing in the final Contract and the proposed terms and conditions appearing in this Solicitation, any inconsistency or conflict will be resolved by giving precedence to the Contract.

4. CDPH Rights

In addition to the rights discussed elsewhere in this Solicitation, CDPH reserves the right to do any of the following:

- Modify any date or deadline appearing in this Solicitation.

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- Issue clarification notices, addenda, alternate Solicitation instructions, forms, etc. If this Solicitation is clarified, corrected or modified, CDPH will post all clarification notices and/or Solicitation addenda on BidSync.

5. Questions and Requirements Change Requests

Questions and requirements change requests must be directed to CDPHta@cdph.ca.gov**.** You may submit written questions and requirements change requests via email by the deadline specified in Section I. A.1. Responses will be posted on BidSync in the timeline specified in Section I. A.1 Any verbal communication with CDPH CRDP staff concerning this Solicitation is not binding on the State and shall in no way alter a specification, term or condition of the Solicitation.

This Solicitation includes a number of requirements on the Proposer, including format, content and qualifications. Potential Proposers may request requirements be changed if they believe any of the requirements are inappropriate or unduly limit competition. Requests must be emailed to the address specified above and must be received by the date specified in Section I. A.1. Requests will be evaluated on a case-by-case basis.

6. Contact Information

Contact
Phone
Address

7. Proposers' Responsibilities For Submitting A Proposal:

Proposers must take the responsibility to:

- Carefully read this entire Solicitation;
- Ask the appropriate questions in a timely manner;
- Submit all required responses in a complete manner by the required date and time;
- Make sure that all procedures and requirements of the Solicitation are followed and appropriately addressed; and
- Carefully reread the entire Solicitation before submitting a proposal.

B. Background

The California Reducing Disparities Project (CRDP) is a project of the California Department of Public Health's Office of Health Equity. CRDP is funded by the Mental Health Services Act (MHSA) of 2004 to support and strengthen mental health programs in California.

MHSA

California voters passed Proposition 63 (now known as the MHSA) in November 2004. The MHSA provides increased funding, personnel and other resources to support mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. The Act addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology and training elements that will effectively support this system.

The MHSA allocates 20% of the Mental Health Services Fund for Prevention and Early Intervention (PEI) as a key strategy to prevent mental illness from becoming severe and disabling and improve timely access for underserved populations. PEI programs emphasize strategies to reduce negative outcomes that may result from untreated mental illness: suicide, incarcerations, school failure or dropout, unemployment, prolonged suffering, homelessness and removal of children from their homes.

Mental Health Disparities

The CRDP was developed in response to the disparities that exist in mental health care for diverse populations. Mental health disparities are well documented, especially as they relate to access, availability, quality and outcomes of care. Two major reports identified mental health disparities among racial/ethnic population groups as a national problem (Mental Health: Culture, Race and Ethnicity: A Supplement to Mental Health: A Report of the Surgeon General (DHHS, 2001) and The President's New Freedom Commission on Mental Health's Report Achieving the Promise: Transforming Mental Health Care in America (DHHS, July 2003)). Continuing disparities are troubling, particularly given California's diversity and large populations suffering from these disparities.

Populations targeted by the CRDP are unserved, underserved or inappropriately served in the mental health system (DHHS, 2003). Collectively, racially and ethnically diverse populations experience a greater disability burden from emotional and behavioral disorders. According to the report, "The mental health system has not kept pace with the diverse needs of racial and ethnic minorities, often underserving or inappropriately serving them." Additionally, "racial and ethnic minorities bear a greater burden from unmet mental health needs and thus suffer a greater loss to their overall health and productivity" (DHHS, 2001). These disparities have been attributed to an inadequate ability of publicly funded mental health systems to understand and value the need to adapt service delivery processes to the histories, traditions, beliefs, languages and values of diverse groups (DHHS, 2001). This inability results in misdiagnosis, mistrust and poor utilization of services by ethnically/racially diverse populations (Snowden, 1998; Takeuchi, Sue, & Yeh, 1995).

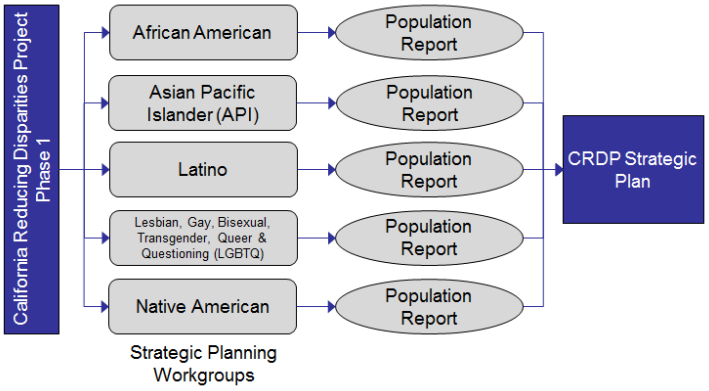
CRDP

Funded by the MHSA and seeking to answer former U.S. Surgeon General David Satcher's call for national action to reduce mental health disparities, the CRDP was

launched in 2009 by the former California Department of Mental Health. CRDP consists of two phases (to date). Phase 1, to be completed in 2015, was focused on the development of a strategic plan to reduce mental health disparities, while Phase 2, to be completed in or about 2020, is focused on implementation of the CRDP strategic plan.

CRDP Phase 1

In Phase 1, each of the five targeted populations (African American; Asian Pacific Islander; Latino; Lesbian, Gay, Bisexual, Transgender and Queer/Questioning; and Native American) established a Strategic Planning Workgroup (SPW), which in turn engaged community members in an effort to identify promising Community-Defined Evidence Programs (CDEP) and recommendations for reducing mental health disparities for that population. The findings from each SPW's community engagement process were compiled into a Population Report. The Population Reports were then compiled into a single, comprehensive (draft) Strategic Plan. The Population Reports and Draft Strategic Plan are available in the Bidder's Library. This process is outlined in the figure below. The strategic plan has two primary components: 1) goals and strategies to reduce mental health disparities in California; and 2) recommendations to CDPH on what CRDP Phase 2 should look like and how Phase 2 funding should be used.



As part of Phase 1, the California MHSA Multicultural Coalition (CMMC) was formed in 2011 to integrate cultural and linguistic competence into the public mental health system. The Coalition provides information to educate key stakeholders and policy decision makers on issues surrounding mental health in historically unserved, underserved and/or inappropriately served communities. Moreover, the Coalition is tasked with increasing awareness regarding mental health disparities in general.

CRDP Phase 2

CRDP Phase 2 is designed to build on and implement strategies developed in Phase 1 and identified in the CRDP Strategic Plan. Phase 2 focuses on strengthening and demonstrating effectiveness of population-specific interventions and developing and

reinforcing infrastructure to effectively deliver mental health services to impacted populations.

CRDP Phase 2's vision is a California in which all individuals, regardless of race, ethnicity, sexual orientation or gender identity, receive quality mental health prevention and treatment services delivered in a culturally and linguistically competent manner. Its goals include:

- Demonstrate through a rigorous, community-participatory evaluation process that selected CDEPs are effective in preventing or reducing the severity of mental illness
- Upon completion of Phase 2, to increase funding of validated CDEPs by other, non-CRDP sources, including county mental health agencies
- Support changes in statewide and local mental health delivery systems and policies that will reduce mental health disparities among unserved, underserved and inappropriately served populations

CRDP Phase 2 is guided by the following principles, which serve as the basis for its structure and framework:

- **Do business differently.** Doing business differently has been a focus of CRDP from the start. Doing business differently involves attentive listening and genuine consideration of community and CRDP partner input in order to be responsive to community needs. Doing business as usual has contributed to disparities; therefore, reducing disparities will need to involve doing business differently.
- **Build community capacity.** To sustain efforts to reduce mental health disparities beyond the period of CRDP Phase 2 funding, it is necessary to invest in creating community capacity and supporting community-based organizations.
- **Fairness.** A program designed to reduce disparities must not perpetuate disparities. Contracts should be awarded based on merit and only after all interested parties have been invited to apply and if needed, provided with tools and services to support their application.
- **System change.** CRDP does not exist in a vacuum. If the effort to reduce disparities begun with CRDP Phases 1 and 2 is to be sustained beyond the period of funding, then Phase 2 needs to address the context and bigger picture within which CRDP exists. This will allow smoother integration of Phase 2 funded programs into the larger mental health care delivery system.

There are five elements to Phase 2:

- Pilot Projects – Pilot Projects are the central component of CRDP Phase 2. Pilot Projects are existing Community-Defined Evidence Projects (CDEP) that are providing culturally competent prevention and early intervention services to members of a CRDP target population. CDEPs include sets of practices that communities have used and determined to yield positive results as determined by

community consensus over time, that may or may not have been measured empirically but have reached a level of acceptance by the community (Community-defined Evidence Project Working Group, 2007). Phase 2 funds would allow a CDEP to expand to reach more clients and be rigorously evaluated to determine its effectiveness. Pilot Projects may include projects identified in the Population Reports, as well as additional projects that may not have been included in the Phase 1 process, but show promise of effectively addressing mental health. We are defining mental health loosely to allow for holistic approaches that show promise.

Validation of CDEPs is important because many funding and reimbursement opportunities are tied to evidence-based practices. Validating CDEPs can help them be established as evidence-based practices. Evidence-based practices are approaches to prevention or treatment that are validated by some form of documented scientific evidence. This includes findings established through controlled clinical studies, but other methods of establishing evidence are valid as well. Seeking recognition as an evidence-based practice will be optional for pilots, as it may not be appropriate for all populations and/or pilots.

There will be two stages for the Pilot Project component. Stage one is Capacity Building and lasts six months. Projects will be selected based on need, potential and likelihood for success. Through the Capacity Building process, they will be provided with technical assistance and training in order to develop organizational capacity to apply for Implementation Pilot Project grants. Stage two is Implementation. During the Implementation Stage, Pilot Projects will expand, implement and evaluate their CDEP. All Pilot Projects will be selected through a competitive process, based on the review of their applications.

- CRDP Advisory Committee – In Phase 2, the CRDP Advisory Committee will consist of representatives from communities around the state. It will advise CDPH CRDP staff on community needs and best practices to guide the integration of cultural and linguistic competence into the public mental health system.
- Education, Outreach and Awareness Consultants – In CRDP Phase 2, education and outreach regarding the needs of underserved communities and effective strategies to address these disparities will be bolstered at the statewide and local levels. One statewide consultant and up to five local consultants will be engaged to help bring together community stakeholders and resources to address mental health disparities. The Local Education, Outreach and Awareness Consultants will work to increase awareness of mental health issues in impacted communities and inform local policy makers and administrators about issues impacting unserved, underserved and inappropriately served communities. In addition, the local education and outreach providers will seek to identify and implement collaborative processes through which representatives from the impacted communities can more effectively work with county administrators to reduce mental health disparities by increasing access to care and improving quality of care and service outcomes.

- Technical Assistance – Five population-specific Technical Assistance (TA) Providers will be established in CRDP Phase 2. During the Capacity Building stage, the TA Providers will be expected to work with Pilot Projects to develop their administrative and programmatic capacities and support them in their application process for the CRDP Phase 2 Implementation Pilot Projects. During the Implementation phase, the TA Providers will focus on supporting the Pilot Projects by working to improve administration and operations, identifying and securing additional resources and building strategic partnerships to better serve communities.
- Evaluation – The purpose of Phase 2 evaluations is to demonstrate the effectiveness of CDEPs, to help Pilot Projects improve operations and interventions and to determine the overall effectiveness of CRDP in reducing mental health disparities in the target populations. Evaluations will be performed by a Statewide Evaluation Team and by evaluators at each Pilot Project and will be organized at three levels:

  1) Individual pilot programs supported by the Statewide Evaluation Team will evaluate their projects to determine the effectiveness of interventions in preventing and/or reducing the severity of mental illness and/or promoting mental health in the communities that they are serving;
  2) Population leads from the Statewide Evaluation Team will prepare guidelines to ensure a certain level of consistency across the Pilot Projects for each population group. This will include common outcome measures and evaluation methods/approaches; and
  3) Every component of the CRDP (including Pilot Projects, Technical Assistance Providers, etc) will be assessed by the Statewide Evaluation Team to determine if each individual component and the CRDP taken in whole are effective in addressing mental health disparities.

  Though the Phase 2 Pilot Project evaluations will be managed and owned by the individual Pilot Projects, the Statewide Evaluation Team will be responsible for providing guidance and support to each of the Pilot Projects to develop appropriate community participatory evaluations (defined in Section VI. L. Definition of Terms) as defined by their respective communities. The Statewide Evaluation Team will provide Pilot Projects with technical assistance and training related to evaluation.

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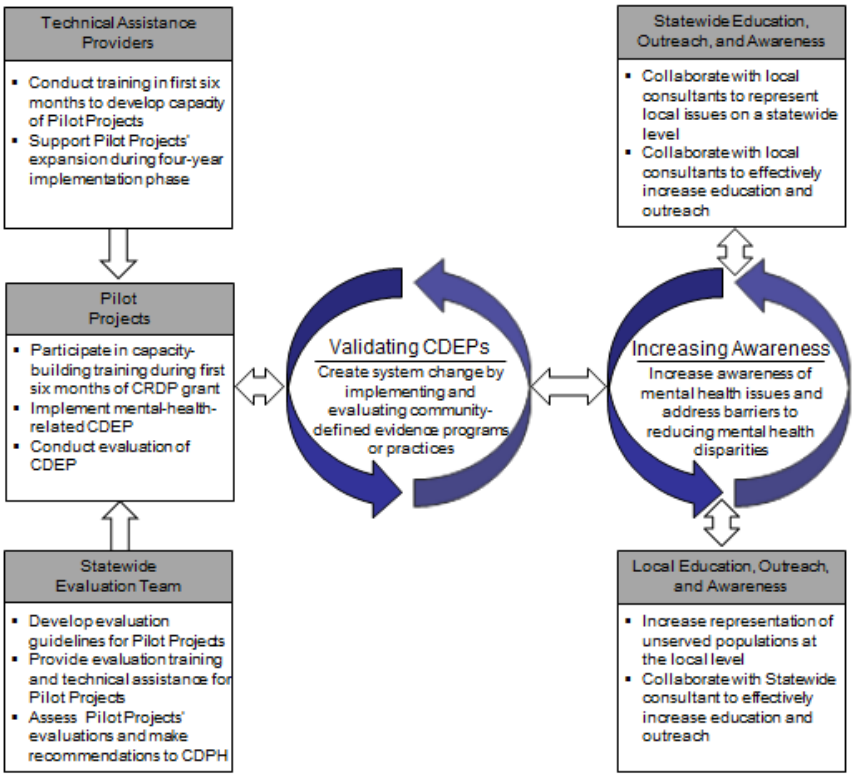
The image below illustrates the relationship between these elements:



CRDP Phase 2 is anticipated to be funded at $60 million and allocated between the Contractors as follows:

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Element	Total Funding	Number of Contracts/ Grants	Funding Term	Maximum Funding per Contract per Year
Local Education, Outreach and Awareness Consultants	$2,000,000	5	4 years	$250,000
Statewide Education, Outreach and Awareness Consultant	$1,000,000	1	4 years	$250,000
Pilot Projects *Capacity Building* *Implementation*	 $600,000 $39,900,000	 15 35	 6 months 4 years	 $40,000 $285,000
Technical Assistance Provider	$6,250,000	5	5 years	$250,000
Statewide Evaluation Team - Evaluation TA - Overall Evaluation	 $6,000,000 $4,250,000	1	5 years	 $1,200,000 $500,000

Proposers may respond to multiple CRDP Phase 2 component solicitations. However, no organization shall be awarded multiple CRDP Phase 2 grants.

LGBTQ Community

The Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) community is not a single community, but instead represents diverse communities and populations. What LGBTQ individuals have in common is they are seen as living outside the norm of expected heterosexual and assigned gender behavior, and therefore may and do experience stigma, discrimination and oppression from government, health systems, school systems, religious institutions, employers, family members and society-at-large. Further, each population represented by the acronym has its own needs as well as its own issues of diversity. Age, gender, sex assigned at birth, socioeconomic status, education, differences in abilities, religious upbringing, and ethnic and racial

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backgrounds all play a role in how an individual experiences their sexual orientation or gender identity.

The Census estimates that LGBTQ individuals make up 4% of the state's adult population. This is among the highest percentages in the country. It is likely this figure underestimates the actual population, however, as there may be a tendency to underreport due to societal stigma, and because of difficulty in defining the population. Additionally, there is no set definition of sexual orientation. People who engage in same-sex behavior may not identify as LGBTQ. Similarly, people who have same-sex attractions, but not same-sex behavior may not identify as LGBTQ.

Summary of Mental Health Status

LGBTQ individuals are being harmed on a daily, weekly, monthly, yearly, and sometimes lifetime basis due to stigma, discrimination, prejudice, rejection and legal inequality. They represent essentially invisible populations whose existence is not accurately documented and rarely acknowledged in any form of official data gathering. For LGBTQ individuals who are also members of other disparity groups, such as Asian American, Black/African American, Latino, Native American and Native Hawaiian/Pacific Islander, the harm they experience is compounded on multiple levels.

LGBTQ individuals face unique challenges in mental health. Coming out can be a difficult process, as it involves redefining one's sexual orientation away from society's accepted heterosexual norm to that of a stigmatized minority and it is a process that continues throughout each individual's life. Further, homosexuality had been classified as a mental disorder and a crime for many years.

As a result, LGBTQ individuals seek mental health care at significantly higher than average rates. Additionally, they have significantly higher rates of attempted suicide.

The need for culturally competent mental health services is great, but greater still is the need to eliminate the multiple harms that contribute to negative mental health throughout LGBTQ communities.

Summary of LGBTQ Strategic Planning Workgroup (SPW)

The LGBTQ SPW was led by Equality California Institute and Mental Health America of Northern California. The SPW membership was made up of 20 individuals including researchers, policy makers, public mental health leaders, consumers and advocates, community health leaders, ethnic services managers and education professionals and charged with identifying strategies to address mental health disparities for the LGBTQ population in California. The SPW included additional contributors, focusing on issues of ethnicity, family, domestic violence, politics and age.

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The SPW report findings illuminate the diversity of the target population, and the difficulties its members experience with respect to accessing and receiving appropriate mental health care.

Key report findings include:

- Overall, approximately three quarters (77%) of survey respondents indicated they had sought mental health services of some kind.
- CS participants were asked to indicate which mental health services they needed or wanted, but did not receive. Individual counseling/therapy, couples or family counseling, peer support groups and non-Western medical intervention were ranked by all subgroups as 4 of the top 6 services they reported seeking, but not receiving.
- CS respondents were asked to indicate whether each area listed was a problem for them in the past 5 years. Concerns most frequently reported as a severe problem by all or most subgroups were:
    1. Did not know how to help me with my sexual orientation concerns—all subgroups.
    2. Did not know how to help me with my gender identity/expression concerns—all subgroups.
    3. My sexual orientation or gender identity/expression became the focus of my mental health treatment, but that was not why I sought care—all subgroups.
    4. Made negative comments about my sexual orientation—most subgroups.
    5. Did not know how to help same-sex couples—most subgroups.
    6. Did not know how to help mixed-orientation couples (e.g., one partner straight/one partner gay or one partner lesbian/one partner bisexual)—most subgroups.

The SPW identified two central concepts to drive further work. LGBTQ people are being harmed daily by minority stressors such as stigma, discrimination, and lack of legal protection, prior to entering mental health services. Further, there is a profound lack of cultural competence, knowledge and sensitivity among providers who are expected to work with them once they access services. Recommendations include:

- Collect demographic information for LGBTQ people across the life span, and across all demographic variations (race, ethnicity, age, geography) at the State and County levels.
- Require statewide workforce training and technical assistance.
- Training of service providers in public mental/behavioral and physical health systems should focus on the distinctiveness of each sector of the LGBTQ community—lesbians, gay men, bisexual, transgender, queer and questioning—within an overarching approach to mental health.
- Mandate development and implementation of effective anti-bullying and anti-harassment programs for all California public schools.

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- Require all county/state funded care services to be safe, welcoming and affirming of LGBTQ individuals and families.
- State and County mental/behavioral health and physical health care departments should create an environment of safety and affirmation for their LGBTQ employees.

This summary is based on the CRDP Phase 1 Lesbian, Gay, Bisexual, Transgender, Queer and Questioning Strategic Planning Workgroup report, "First, Do No Harm: Reducing Disparities for Lesbian, Gay, Bisexual, Transgender, Queer and Questioning Populations in California." (Mikalson, et al, 2012)

C. Purpose and Description of Services

The purpose of this Solicitation is to secure a Contractor to serve as the CRDP Technical Assistance Provider for Pilot Projects serving the LGBTQ population. The Technical Assistance Provider is integral to Phase 2 and will collaborate with the Pilot Projects, Statewide Evaluation Team and the Statewide and Local Education, Outreach and Awareness Consultants, as well as CDPH staff. The Technical Assistance Provider must provide services in a culturally and linguistically competent manner that is specific to California's LGBTQ population.

For a detailed description of services, see Section II. Scope of Work.

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II. SCOPE OF WORK

A. Overview

The LGBTQ TA Provider will directly support the LGBTQ Capacity Building Pilot Projects (CBPPs) and the LGBTQ Implementation Pilot Projects (IPPs). The TA Provider is expected to coordinate and work closely with the Statewide Evaluation Team, the Statewide and Local Education, Outreach and Awareness Consultants and CDPH CRDP staff to support the success of the LGBTQ Pilot Projects and the CRDP as a whole.

We anticipate pilot projects will primarily be community-based organizations (CBOs). In addition, some tribal or local government entities (e.g., school districts) that directly provide CDEP services to the LGBTQ population or subpopulations may be awarded Pilot Project grants. CBPPs are intended to allow those CDEPs that do not have a history of successfully obtaining grants, but nonetheless have established successful CDEPs, an opportunity to participate in CRDP Phase 2.

It is essential that the LGBTQ TA Provider have a deep understanding and demonstrable record of building trusting relationships with California's LGBTQ communities. In addition to providing excellent technical assistance as specified in this document, the LGBTQ TA Provider must work with the LGBTQ Pilot Projects in a culturally and linguistically competent manner.

The LGBTQ TA Provider will support the CRDP pilot projects through two phases:

Stage 1: Capacity Building (Insert Approximate Dates)

Approximately three CBPPs will be selected for the LGBTQ population. The capacity building pilot program specifically targets organizations that offer effective CDEPs but that have not typically applied for or have not received grant funding in the past. The reasons behind the CBPPs' inability to secure previous grant funding are expected to vary, but may include lack of grant application skills or resources. The LGBTQ TA Provider will provide support and assistance to help LGBTQ CBPPs to effectively participate in CRDP Phase 2. Specifically, the TA Provider will help LGBTQ CBPPs develop and/or refine the following:

- Support completing the requirements to become an IPP; and
- Support to develop adequate organizational capacity.

In addition, a separate contractor (Statewide Evaluation Team) will provide technical assistance regarding the following:

- Theory of change;
- Logic model;

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- Evaluation approach, including community engagement approach;
- Evaluation plan; and
- Evaluation staffing and budget.

These documents will be submitted to CDPH for acceptance. It is the sole discretion of CDPH to determine if the documents adequately meet requirements and standards. All CBPPs that successfully complete the capacity building requirements will enter the implementation pilot program and become IPPs. It is the sole discretion of CDPH to determine if the CBPP has successfully met all requirements to advance the implementation phase.

Stage 2: Implementation (Insert Approximate Dates)

During the Implementation Phase, the TA Providers will support the IPPs to make them more operationally efficient and effective. We anticipate that the LGBTQ TA Provider will support approximately seven LGBTQ IPPs. The LGBTQ TA Provider will provide LGBTQ IPPs with specific support in regards to the following:

- Board Development, including selection, recruitment and governance, as appropriate;
- Resource Development, including partnership development, fundraising and grant writing, as appropriate;
- Business Development, including financial, human resources, information technology and program management, as appropriate;
- Regulatory Compliance, including HIPAA, as appropriate;
- Other core operational requirements, as identified;
- Community outreach and engagement;
- Program development; and
- Continuous quality improvement strategies.

The Statewide Evaluation Team contractor will provide evaluation technical assistance concurrently with the LGBTQ TA Provider. The Statewide Evaluation Team's support includes the following:

- Evaluation planning, design and implementation;
- Data collection, including measurement of baseline;
- Engaging community members in the evaluation process;
- Seeking recognition as an evidence-based strategy;
- Hiring an appropriate evaluator;
- Refining a program evaluation budget; and
- Obtaining Institutional Review Board approval of research protocols, as necessary

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Because there may be efficiencies or program benefits from coordinating the TA Provider services and the evaluation technical assistance, the LGBTQ TA Provider is expected to coordinate activities with the Statewide Evaluation Team as appropriate.

In addition, the LGBTQ TA Provider will act as a facilitator between County Mental Health Departments and IPPs. Historically, county agencies and CBOs may not have had productive working relationships with challenges occurring in both directions. Both the Pilot Projects and state and local government entities require support to strengthen cooperation and communication for shared interests. The LGBTQ TA Provider is expected to help develop the skills and resources to make a sustainable shift in these dynamics.

The LGBTQ TA Provider will also be expected to work collaboratively with and support the other elements of CRDP Phase 2, as appropriate. The TA Provider will provide the following specific support to the other elements of CRDP Phase 2:

- Statewide Evaluation Team: Provide additional insight into specific cultural and linguistic needs of the CRDP Phase 2 Pilot Projects for data gathering and evaluation purposes, as appropriate.
- Statewide Education, Outreach and Awareness Consultant: Provide input and support, as appropriate, to help educate and increase outreach and awareness regarding mental health issues at the statewide level.
- Local Education, Outreach and Awareness Consultant: Provide input and support, as appropriate to help educate and increase outreach and awareness regarding mental health issues at the local level.
- IPPs: Provide technical assistance focused on cultural and linguistic competence to IPPs from each of the four additional target populations. It is understood that many people are members of multiple target population groups. In particular, this includes individuals of mixed ethnic/racial background and LGBTQ populations (who are members of one or more ethnic/racial community, as well as members of LGBTQ communities). As a result, technical assistance in cultural and linguistic competence in working with LGBTQ populations is necessary for IPPs focused on other populations.

In addition, the LGBTQ TA Provider will distribute CRDP Phase 2 Technical Assistance intellectual capital, as appropriate, beyond the Pilot Projects. While the CRDP is focused on a small number of Pilot Projects, numerous other providers in California continue to play an essential role in addressing mental health disparities. The TA Provider will make training and other support material developed for the Pilot Projects publicly available, through the internet or other appropriate manner.

The LGBTQ TA Provider is also expected to participate in regular update and coordinating sessions to facilitate the management of CRDP Phase 2.

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B. Deliverables

Reimbursement shall be based on the satisfactory completion of project deliverables. Each deliverable shall be reimbursed on a cost basis. The Proposer shall include in its Proposal the estimated cost of each deliverable for determination of an all-inclusive rate. Below is a list of deliverables for this proposed Contract; the Proposer is expected to add to this list to include interim products (e.g., drafts) and Proposer-defined deliverables, where specified. Details of these deliverables are included below.

With the exception of the annual peer learning gathering, the LGBTQ TA Provider is responsible for all costs incurred in fulfilling the deliverables listed below, including any travel cost incurred by itself and the CBPPs/IPPs. These costs shall be included in the cost proposal.

CDPH-Defined Deliverables

Deliverable 1: Kickoff Meeting

The Contractor shall attend a kickoff meeting with the CDPH CRDP Contract Manager (CM). The Contractor's Project Manager (PM), Contract Administrator and Fiscal Officer shall attend this meeting to discuss the administrative, fiscal and technical aspects of this contract. Prior to the kickoff meeting, the CM will develop an agenda, which the PM may add to, as necessary. The CM will provide an agenda to all potential meeting participants. CDPH CRDP will designate the date and location of this meeting. **Grantees are required to participate and attend in-person and should budget for two days of travel costs for three staff.**

The meeting shall include, but is not limited to, the following:

- Administration;
- Detailed review of the scope of work, Workplan, schedule and deliverables;
- Roles and responsibilities; and
- Critical success factors and risks to successful implementation.

Deliverable 2: Monthly Progress Reports

The Contractor shall meet with CDPH staff at least monthly to report on the progress and issues related to the performance of the Contract. The progress reports must include a written narrative that includes: a summary of key activities, including technical assistance provided, outcomes and findings as a result of the activities; key risks and issues; and next steps.

Deliverable 3: Quarterly Collaboration Meetings

The Contractor shall meet with CDPH staff and other CRDP contractors/grant recipients at least quarterly. The purpose of these sessions is to provide mutual feedback in a

collaborative, team-building fashion and collaborate on activities to the extent possible. It is anticipated that these sessions will last two hours and will be heldvirtually.

Deliverable 4: Knowledge Management

In the process of supporting the Pilot Projects, the Contractor is expected to produce a number of trainings and other support materials. In addition, the Contractor may produce some intellectual capital that may be of value to community-based programs that are not participating in CRDP Phase 2 or may be of value to policy makers. In order to provide support to other organizations and capture other information that may be helpful in addressing mental health disparities, the Contractor shall catalog useful documents developed or compiled during CRDP Phase 2 and work with CDPH to establish an online resource, through which it shall make these materials available to the public. CDPH anticipates this will be housed on the BidSync.

Deliverable 5: Closeout Meeting

The Contractor shall compile a closeout report that summarizes the major efforts, findings and lessons learned from CRDP Phase 2 from the perspective of the TA Provider. The Contractor shall deliver the closeout report in person during a meeting with CDPH CRDP to ensure thorough knowledge transfer. The Final Meeting must be completed before the end of the term of this Agreement. The PM will determine the appropriate meeting participants and particulars. **Grantees are required to participate and attend in-person and should budget for travel costs for three staff.**

Proposer-Defined Deliverables

The Proposer is responsible for defining the specific details of the following deliverables, subject to the general construct for each deliverable provided herein. Adequately defining these deliverables will demonstrate the successful Proposer's qualifications for successfully performing the services required under this procurement.

In a series of narratives, describe the specific deliverables the Proposer would provide in response to the needs articulated in the Solicitation, along with a justification for each proposed solution. The Proposer-defined deliverables should include a clear articulation of how the Proposer intends to meet the State's needs, clearly defining the scope of the deliverable and the tangible deliverable the State should expect to receive. The descriptions should include clear benchmarks and standards by which the Contract Manager can verify completion of each deliverable.

The TA Provider will provide support to Pilot Projects in two stages. In the first stage, the LGBTQ TA Provider will help the CBPPs develop the organizational foundation that will allow their community-defined evidence programs to move forward. In the second stage, after grants have been awarded, the LGBTQ TA Provider will support the

successful implementation of Pilot Projects by building each organization's capacity to provide its CDEP effectively and efficiently.

Capacity Building Support

Deliverable 6: Capacity Assessment for Each CBPP

Early in the capacity building stage, the LGBTQ TA Provider will provide a written assessment of each LGBTQ CBPP's strengths and limitations in meeting the requirements to advance to the implementation stage. We expect this to be an on-site/in-person collaborative process through which the LGBTQ TA Provider and the CBPP will work to identify any current gaps that would impede the CBPP's ability to move forward to the Implementation stage. Each CBPP and the LGBTQ TA Provider will mutually agree upon an Action Plan that will satisfy the needs of the CBPP process.

An additional function of this deliverable, which requires that it be conducted on the Pilot Project's site and may impact scheduling, is verifying information provided in the CBPP's application. Specific information to be verified will be determined by CDPH staff prior to the award of each CBPP grant. While on site during the Capacity Assessment, the LGBTQ TA Provider will verify this information for CDPH. CDPH staff may be present to support this process. The Proposer shall allocate two hours for verification.

The Action Plan shall be focused on fulfilling the requirements of advancing to the IPP stage.

As part of the assessment, the LGBTQ TA Provider shall provide CDPH with periodic candid review of key risks and an overall evaluation as to whether the CBPP is expected to be able to meet all program requirements within the specified timeframe.

Deliverable 7: Capacity Building Plan for Each CBPP

Based on its assessment of the LGBTQ CBPP, the TA Provider will develop an individual Capacity Building Plan for each LGBTQ CBPP to meet the requirements to advance to the implementation stage. The Capacity Building Plan will be implemented through Deliverable 8. The Capacity Building Plan is a detailed supplement to the Action Plan, developed in Deliverable 6. The Action Plan covers the goals and broad strategies which will drive capacity building efforts for each CBPP. The Capacity Building Plan will function as the detailed workplan from which the LGBTQ TA Provider will operate.

The Capacity Building Plan should include the topics to be covered, a schedule, estimated resource requirements, key tasks and activities and deliverables. In addition, the Capacity Building Plan should include a discussion of risks and means of addressing the risks, as well as articulate how progress will be monitored to ensure that the requirements are met in a timely fashion. The Capacity Building Plan must be

realistic and achievable and mutually agreed to by the participating CBPP and the LGBTQ TA Provider.

The TA Provider is responsible for effectively fulfilling the deliverables described in this Solicitation and in its Proposal. While it is anticipated that doing so will support the CBPPs in fulfilling the requirements of their grants, the CBPPs are solely responsible for meeting requirements of the CBPP grants and for progressing to IPP status.

Deliverable 8: CBPP Technical Assistance

It is expected that CBPPs may have varying levels of competence and capability. The Contractor shall develop individualized, in-depth, introductory-level training programs and/or technical assistance to address the needs outlined in each individual CBPP assessment. The Proposer shall specify how it proposes to deliver the training, including the format of the trainings (i.e., in-person, via webinar, or other), the structure of the trainings (i.e., individual, small groups or large groups), as well as the duration of each training session. In person, individual trainings are preferred, however, the Proposer must account for the cost of travel in its bid. Pilot Projects will be located across the state.

The LGBTQ TA Provider shall provide ongoing technical assistance throughout the funding period. This will include ad hoc assistance as needs arise. In addition, it will entail providing ongoing feedback and support to ensure that all capacity building elements addressed in earlier trainings are successfully completed. This deliverable shall include, but is not limited to, a combination of planned review and feedback encounters, as well as providing other types of support on an as-needed basis.

The Proposer shall also list all training faculty and their qualifications to provide training and technical assistance in a linguistically and culturally competent manner. Moreover, the Proposer shall specify how it plans to validate whether the CBPP has fulfilled the planned growth and development.

Implementation Support

Deliverable 9: IPP Assessment

Early in the implementation stage, the LGBTQ TA Provider will provide a written assessment of each LGBTQ IPP's organizational strengths and limitations in effectively and efficiently providing its CDEP. We expect this to be a collaborative process, through which the LGBTQ TA Provider and the IPP will work to identify any current gaps. Each IPP and the LGBTQ TA Provider will mutually agree upon an Action Plan that will satisfy the needs of the IPP process.

This Action Plan shall include an assessment of and strategies to strengthen the IPP's:

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- Board development, including selection, recruitment and governance, as appropriate;
- Resource development, including partnership development, fundraising and grant writing, as appropriate;
- Business development, including financial, human resources, information technology and program management, as appropriate;
- Regulatory compliance, including HIPAA, as appropriate;
- Other core operational requirements, as identified;
- Community outreach and engagement;
- Program development; and
- Continuous quality improvement strategies.

The IPP Assessment shall be reviewed and updated annually through the four-year Implementation period.

Deliverable 10: IPP TA and Training Plan

Based on its assessment of the LGBTQ IPP, the TA Provider will develop an individual IPP TA and Training Plan for each LGBTQ IPP to more effectively provide services through its CDEP. The IPP TA and Training Plan will be implemented through Deliverable 11. The IPP TA and Training Plan is a detailed supplement to the Action Plan developed in Deliverable 9. The Action Plan covers the goals and broad strategies which will drive TA efforts for each IPP. The IPP TA and Training Plan will function as the detailed workplan from which the LGBTQ TA Provider will operate.

Each IPP TA and Training Plan should include the topics to be covered, a schedule, estimated resource requirements, key tasks and activities and deliverables. In addition, the IPP TA and Training Plan should include a discussion of risks and means of addressing the risks and articulate how progress will be monitored to ensure that the requirements are met in a timely fashion. The IPP TA and Training Plan must be realistic and achievable and mutually agreed to by the participating IPP and the LGBTQ TA Provider.

The TA Provider is responsible for effectively fulfilling the deliverables described in this Solicitation and in its Proposal. While it is anticipated that doing so will support the IPPs in fulfilling the requirements of their grants, the IPPs are solely responsible for meeting requirements of the IPP grants.

Deliverable 11: IPP Technical Assistance

The Contractor shall develop individualized, in-depth, introductory-level training programs and/or technical assistance to address the needs outlined in each individual

IPP assessment. The Proposer shall specify how it proposes to deliver the training, including the format of the trainings (i.e. in person, via webinar, or other), the structure of the trainings (i.e. individual, small groups or large groups), as well as the duration of each training session. In person, individual trainings are preferred, however, the Proposer must account for the cost of travel in its bid. Pilot Projects will be located across the state.

The LGBTQ TA Provider shall provide ongoing technical assistance throughout the funding period. This will include ad hoc assistance as needs arise. In addition, it will entail providing ongoing feedback and support to ensure that all capacity building elements addressed in Deliverable 10 are successfully completed. This deliverable shall include, but is not limited to, a combination of planned review and feedback encounters, as well as providing other types of support on an as-needed basis.

The Proposer shall also list all training faculty and their qualifications to provide training and technical assistance in a linguistically and culturally competent manner. Moreover, the Proposer shall specify how it plans to validate whether the CBPP has fulfilled the planned growth and development.

In addition, the LGBTQ TA Provider will work with the other four TA Providers to facilitate an annual Peer-to-Peer Learning session for all IPPs. The LGBTQ TA Provider will need to collaborate with other TA Providers to plan and execute this 2-day in-person session. IPPs are responsible for their own travel costs for this convening. TA Providers are required to schedule the specific time and location for these sessions at least 6 months in advance, during the last month of each contract year.

Deliverable 12: Cross-Population Technical Assistance

In addition, it is understood that many people are members of multiple target population groups. In particular, this includes individuals of mixed ethnic /racial background and LGBTQ persons (who are members of one (or more) ethnic /racial community, as well as members of LGBTQ communities). To address this, the LGBTQ TA Provider shall provide technical assistance focused on cultural and linguistic competence to IPPs serving the four additional target populations.

Deliverable 13: Final Convening

A final convening will be held to share the successes and challenges of the Pilot Projects with other Pilot Projects, stakeholders, policy makers, other service providers and the broader mental health community, aimed at building on the success of the projects. As a capstone on their efforts, the LGBTQ TA Provider will organize a symposium featuring the successes and the lessons learned from all LGBTQ Pilot Projects. The TA Provider will invite leaders in mental health, public policy and the target community. The symposium will include presentations by each LGBTQ Pilot

Project, documenting their efforts, successes and challenges. The LGBTQ TA Provider shall act as moderator and may, at its discretion, present on its experience and/or overall findings.

It is anticipated that this will be organized as a portion of the Final Convening organized by the Statewide Evaluation Team; however, a separate convening may be organized at the discretion of the LGBTQ TA Provider, if it is more appropriate or effective in meeting the LGBTQ population's unique needs.

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III. QUALIFICATIONS

A. Minimum Qualifications

The TA Provider's team must possess the following qualifications:

1. A minimum of three years providing comparable technical assistance support to community-based organizations serving the LGBTQ population in California.
2. Experience operating and managing a project similar in scope with an annual budget of $250,000 or greater.
3. Organization has an established headquarters or other office in California.

B. Desired Qualifications

Scoring of Proposer qualifications will be based on the following criteria:

1. Proposer has significant understanding and direct experience working with California's LGBTQ population and subpopulations in a culturally and linguistically competent manner.
2. Proposer has significant experience delivering the following technical assistance services to community based organizations:
    a. Board development, including selection, recruitment and governance, as appropriate;
    b. Resource development, including partnership development, fundraising and grant writing, as appropriate;
    c. Business development, including financial, human resources, information technology and program management, as appropriate;
    d. Regulatory compliance, including HIPAA, as appropriate;
    e. Other core operational requirements;
    f. Community outreach and engagement;
    g. Program development; and
    h. Continuous quality improvement strategies.
3. Proposer has significant experience acting as a facilitator between population-based CBOs and government entities, including, but not limited to:
    a. Building relationships and trust;
    b. Facilitating communication; and
    c. "Translating" between different languages and methods of communication

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4. Proposer has significant experience working with mental health service providers.

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IV. Response to Solicitation

A. Required Format for a Proposal

All proposals submitted under this Solicitation must be typed or printed using a standard Times New Roman, Arial or Calibri 12-point font, single-spaced and a blank line between paragraphs. Pages must be numbered, sections titled and printed back-to-back on 8½ x 11-inch paper with a minimum of one-inch margins. Binders are preferred.

B. Number of Copies

Proposers must submit the original and four copies of Volume 1 and Volume 2.

C. Packaging and Labeling

The original and copies of each volume must be labeled "DRAFT: CRDP-14" and include the title of the proposal and the appropriate volume number:

Volume 1 – Section 1, Administrative Section

Volume 1 – Section 2, Technical Section

Volume 2 – Cost Proposal

Include the following label information and deliver your proposal, in a sealed package:

Person's Name Phone # Proposer's Name Street Address City, State, Zip Code DRAFT: CRDP-14 Contact

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D. Preferred Method for Delivery

A Proposer may deliver a proposal by:

- U.S. Mail
- Hand delivery
- Courier service

Proposals must be delivered to CDPH CRDP Monday through Friday, 8 a.m. to 5 p.m., prior to the date and time specified in Section I.A. Proposals received after the specified date and time are considered late and will not be accepted. There are no exceptions to this policy. **Postmark dates of mailing are not acceptable in whole or in part, under any circumstances**.

E. Organization of Proposal

VOLUME 1, Section 1, Administrative Section

Cover Letter (1 page maximum: Must be signed by an officer of the firm submitting the Proposal and include contact information. The cover letter must contain a commitment to provide the required services described with the personnel specified in the submission. The letter should certify that the information contained in the Proposal is true and correct.)
Table of Contents
Attachment 1, Required Attachment / Certification Checklist
Attachment 2, Business Information Sheet
Attachment 3, Population Letters of Support
Attachment 4, Customer References
Attachment 5, CCC 307 – Certification
Attachment 6, Payee Data Record
Attachment 7, Darfur Contract Act
Attachment 8, Iran Contracting Certification
Attachment 9a, Non-Small Business Subcontractor Preference Request and
Attachment 9b, Small Business Subcontractor/Supplier Acknowledgement

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Attachment 10, Contractor Information Form
Attachment 11, HIPAA Compliance Form
Businesses - Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required, if applicable.
Corporations - Either a copy of the Certificate of Status issued by California's Office of the Secretary of State **or** a copy of the firm's active on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied, if applicable.
Nonprofit Organizations - A copy of a current IRS determination letter indicating nonprofit or 501 (c)(3) tax exempt status, if applicable.

VOLUME 1, Section 2, Technical Section

i. Proposer-Defined Deliverables (15-Page Maximum)

In a series of narratives, describe the specific deliverables the Proposer would provide in response to the needs articulated in this Solicitation and a justification for the proposed solution. The Proposer-defined deliverables should include a clear articulation of how the Proposer intends to meet the State's needs, clearly defining the scope of the deliverable and the tangible deliverable the State should expect to receive. The descriptions should include clear benchmarks and standards by which the Contract Manager can verify completion of each deliverable.

Proposer-Defined Deliverables should describe what specific deliverables the Proposer would provide under this contract, while the Workplan should include the specific step-by-step process describing how they would be completed.

ii. Workplan (Narrative: 10-Page Maximum, Supporting Tables and Appendices: No Page Limit)

Describe the Proposer's approach to providing services listed in the Scope of Work, highlighting any outstanding features. Include any tasks, milestones and/or sub-deliverables that will guide implementation of all deliverables.

At its discretion, Proposer may include tables to help illustrate its Workplan.

iii. Agency and Personnel Qualifications (10-Page Maximum, Supporting attachments: No Page Limit)

1. Describe the organizational structure of the Proposer. Provide an organizational chart of the entire contract team.

   Proposer should include responsibilities for all identified staff and lines of communication with CDPH and other contractors.

2. Identify the location of the Proposer's and Subcontractor's, if applicable, headquarters and satellite office(s) and proposed methods of minimizing travel costs to the State.

3. Provide a short description of the Proposer's firm and key members of the team addressing required and desired qualifications, as described in Section III. Qualifications. Include a resume for each key team member as an appendix. Describe the relationship between the Proposer and Subcontractor(s) on your team, if relevant. Indicate any history of a working relationship between the team members, noting any significant success stories.

4. Describe professional awards for both the organization and individuals.

5. Identify a primary contact person for Proposer and Subcontractor(s), as applicable.

iv. Population Letters of Support

The Proposer must submit three letters of references regarding the Agency's commitment to and understanding of California's LGBTQ population. The references submitted must provide insight into the respondent's experience and commitment to working with California's LGBTQ populations. The letters must reference specific works and/or projects and impact on the communities that they served. CDPH reserves the right to contact the reference for validation purposes. The CDPH will not assign points for references that cannot be validated. Respondents who submit more than three references will not glean additional points. Only the first three references included in the response will be compared. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the SOW.

v. Customer Reference

The Proposer shall complete the Customer Reference Form (Attachment 4). The proposer shall provide three references from work similar in scope and completed during the past three years shall be provided. CDPH reserves the right to contact the reference for validation purposes. The CDPH will not assign points for references that cannot be validated. Respondents who submit more than three references will not glean additional points. Only the first three references included in the response will be compared. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the SOW.

vi. Subcontractors

If subcontractors are contemplated, the Proposal must address the following information:

1. Identify the persons or firms.
2. Specify the portions and monetary percentages of the work to be done by the subcontractors.
3. How were the contractors selected and why?
4. Attach resume for each major subcontract participant.
5. Describe how subcontracted work will be controlled, monitored and evaluated.

VOLUME 2 – Cost Proposal (Sealed Separately from Volume 1)

The Proposer must submit information on the attached Cost Form (Attachment 13) and will be deemed the equivalent of a formal Proposal submission under the Public Contract Code 10344. Costs shown must reflect the actual costs that will be charged if the Proposer is awarded a contract under this Solicitation.

NOTE: The information provided on these forms will **not** be kept confidential.

The total costs entered on this form will become a part of the final Contract. The amounts stated in the Cost Form will be the maximum amount ("shall not exceed" amount) allowable and shall not be increased during the term of the Contract. Contractor will be reimbursed upon completion of and invoicing for each deliverable identified.

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V. Scoring Process and Criteria

A. About this Section

This section explains how the Proposal will be scored. It describes the review stages, preference points and scoring of all Proposals. Each Proposal will be reviewed and scored based on its response to the information requested in this Solicitation.

During the review and selection process, CDPH CRDP may interview a Proposer either by telephone or in person at CDPH for the purpose of clarification and verification of information provided in the Proposal.

B. Proposal Scoring

To analyze all Proposals, CDPH CRDP will organize a Scoring Committee. The Proposals will be analyzed in three stages:

Stage One: Administrative and Completeness Screening

CDPH CRDP will review Proposals for compliance with administrative requirements and completeness. Proposals that fail Stage One will be disqualified and eliminated from further evaluation.

Stage Two: Scoring of Technical Proposal (140 points of total score)

Proposals passing Stage One will be submitted to the Scoring Committee to be scored based on the Scoring Criteria in this Section.

Components that are scored Pass/Fail will be reviewed first. If the Proposal receives a Fail on any component, it will be disqualified and eliminated from further review.

Proposer will be scored based on their ability to perform the work required for the deliverables and Workplan included in its Proposal. The Scoring Committee may, at its discretion, seek clarification of any point in the written Technical Proposal through a clarification interview with the Proposer. Proposals must attain a minimum score of 110 points in Stage Two to continue to Stage Three.

Stage Three: Scoring of Cost Proposal (60 points of total score)

Proposals that pass the scoring criteria in Stage Two will have their Cost Proposal evaluated. All Preferences will be applied, if applicable.

Components that are scored Pass/Fail will be reviewed first. If the Proposal receives a Fail on any component, it will be disqualified and eliminated from further review.

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The Contract will be awarded to the responsible Proposer meeting the requirements outlined in Stage One, who provides the best value to the State, with the highest combined score between Stages Two and Three, after application of the Preference Points (See Section V.C.).

C. Preference Points

A Proposer may qualify for non-technical preference points such as Small/Micro Small Business and Non-Small Business. Each qualifying Proposer passing the minimum technical evaluation will receive the applicable preference points.

a. <u>Small / Microbusiness</u>

Proposers who qualify as a State of California certified small business or who self-certify under the Federal Government statutes as a small business will receive five percent (5%) preference points based on the highest responsible Proposer total score if the highest scored Proposal is submitted by a business other than a certified small business. Proposer qualifying for this preference must submit their Small Business Certification.

b. <u>Non-Small Business</u>

Government Code Section 14838(b)(2) also provides for a non-small business preference. The preference to a non-small business Proposer that commits to small business or micro-business subcontractor(s) participation shall receive a preference of up to a maximum of five percent (5%) of the highest responsive, responsible Proposer's total score. The preference shall be equal to the percentage of the net price the Proposer has committed to small business or micro-business subcontractor(s). A non-small business, which qualifies for this preference, may not take an award away from a certified small business. The small business regulations are located at 2 CCR 1896 et seq. Proposers qualifying for this preference must document the small business status of all subcontractors(s) and submit all applicable Small Business Certifications, issued by the Department of General Services.

D. Scoring Criteria

Mandatory requirements are scored as Pass/Fail. Scored requirements are scored based on a percentage of points possible for the specific requirement(s) being scored. In assigning points for individual rating factors, raters may consider factors including, but not limited to the following:

a) Extent to which a Proposal is lacking information, lacking depth or breadth, or lacking significant facts and details; and/or,

b) Extent to which a Proposal is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies; and/or,

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c) Extent to which a Proposal response demonstrates that the bidder understands CDPH's needs, the service sought, and the Proposer's responsibilities; and/or,

d) Extent to which a Proposal response illustrates the Proposer's capacity to perform all services and meet all scope of work requirements; and/or,

e) Extent to which a Proposal response, if implemented, will contribute to the achievement of CDPH's goals and objectives; and/or,

f) Extent to which a Proposal demonstrates the Proposer's capacity, capability, and commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

Percentages and their corresponding criteria are described in each of the following sections. If this Proposal reflects the efforts of a prime Contractor and subcontractor(s), responses should be inclusive of the partner agencies and individuals.

The entire scoring process from receipt of Proposals to the posting of the Notice of Proposed Award is confidential.

The identity of the Scoring Committee will be kept confidential during the selection process. CDPH CRDP reserves the right to solicit technical input from other internal and external sources. The Scoring Committee will utilize this technical input during the evaluation of the Proposals. The Proposals will be reviewed in three stages, as described above.

The maximum point values for the following sections are as follows:

i.	Technical Proposal	140 points
	1. Agency and Personnel Qualifications	40 points
	2. Population Letters of Support	20 points
	3. Customer References	20 points
	4. Approach and Workplan	30 points
	5. Proposer-Defined Deliverables	30 points
ii.	Cost Proposal	60 points

Scoring of Technical Proposal

1. Agency and Personnel Qualifications (40 points)

Points will be assigned based on the strength of the agency qualifications submitted by the Proposer. A maximum of 40 points are available for this evaluation element.

The Proposer must submit a description of the agency qualifications and experience that includes prior engagements similar in scope or complexity to the SOW and should not exceed 10 pages. In addition, the Proposer shall, provide resumes of all key staff that will be assigned to the project. An acceptable resume shall not be longer than 2 pages and shall include:

a. Staff member's title.
b. Staff member's education.
c. Applicable credentials and/or certifications.
d. Current work history.
e. Sufficient detail in the resume to allow the CDPH to verify the experience cited.
f. Current and past employer's names.
g. Start and end dates of current and prior work.

The Agency Qualifications will be scored in accordance with the following standards:

Agency Qualifications (Mandatory)	**Pass/Fail**
Description of Agency Services, Experience, Expertise and Activities	
Three (3) customer references	
Organizational Chart with Project Manager, and Key Personnel	
Agency Qualifications (Desirable)	**Maximum Score**
Agency experience working with LGBTQ population and subpopulations in California	15 points
Agency has experience providing comparable technical assistance to California community based organizations	10 points
Agency allocates staff with experience skills and abilities needed to perform the work described in the SOW and can describe the background, qualifications and experience of these staff	5 points
Proposer has significant experience working with mental health service providers.	5 points
Bidder provides an organization chart showing effective lines of authority and performance accountability mechanisms	5 points

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Total	40 points

2. Population Letters of Support (20 points)

The Proposer must submit three letters of references regarding the Agency's commitment to and understanding of California's LGBTQ population. The references submitted must provide insight into the respondent's experience and commitment to working with California's LGBTQ populations. The letters must reference specific works and/or projects and impact on the communities that they served. CDPH reserves the right to contact the reference for validation purposes. The CDPH will not assign points for references that cannot be validated. Respondents who submit more than three references will not glean additional points. Only the first three references included in the response will be compared. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the SOW.

The Letters of Reference will be scored in accordance with the following standards:

Agency Qualifications (Mandatory)	**Pass/Fail**
Three (3) Letters of Reference	
Agency Qualifications (Desirable)	**Maximum Score**
Letter validates experience working with LGBTQ population and subpopulations in California and provides understanding of customer value for a sustained period of time	15 points
Letter documents impact of specific works and/or projects on the populations served	5 points
Total	20 points

3. Customer References (20 points)

The proposing agency must submit three references for work similar in size and scope using the form provided in Attachment 4. CDPH reserves the right to contact the reference for validation purposes. The CDPH will not assign points for references that cannot be validated. Respondents who submit more than three references will not glean additional points. Only the first three references included in the response will be compared. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the SOW.

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The Agency Customer Reference will be scored in accordance with the following standards:

Agency Customer Reference (Mandatory)	**Pass/Fail**
Three (3) Customer References for work similar in size and scope	
Agency Customer Reference (Desirable)	**Maximum Score**
Ability of agency to complete specified scope of work within time and within budget of proposal	5 points/each reference
Ability of agency to provide superior deliverables and services	5 points
Total	20 points

4. Approach and Workplan (30 points)

The Proposer shall describe its approach and provide a detailed Workplan and timeline to meet the requirements specified in the SOW. The timeline will provide a step-by-step account of how the Proposer plans to complete each deliverable, including hours required from each key team member. The Workplan will mirror the steps outlined in the timeline, providing additional detail on how each step will be accomplished and how external inputs (from CDPH or other contractors) will be required for its completion.

In preparing its response, the Proposer must adhere to these General Requirements for the Proposal:

a. Ensure the Proposal is well-organized, comprehensive, logical and technically sound;
b. Include clear and distinctive explanations; and
c. **Do not just provide a repeat of the Solicitation requirements**, but demonstrate a well thought out approach to meeting the requirements of the Solicitation.

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The approach and Workplan will be scored in accordance with the following standards. The standards are presented as benchmarks. Proposals will be scored on a range between these standards:

Points	Interpretation	General Basis for Point Assignment
0	Does not meet requirements	Proposal (i.e., content and/or explanation offered is inadequate or does not meet CDPH needs/requirements or expectations. The omission(s), flaw(s) or defect(s) are significant and unacceptable.
(Midrange: roughly 75%)	Meets requirements	Proposal (i.e., content and/or explanation offered) is fully adequate or fully meets CDPH needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
(Max)	Exceeds requirements	Proposal (i.e., content and/or explanation offered) is above average or exceeds CDPH's needs/requirements or expectations. Proposer offers one or more enhancing features, methods, or approaches that will enable performance to exceed our basic expectations.

5. Proposer-Defined Deliverables (30 points)

The Solicitation specifies 13 high-level deliverables. The scope of five of these deliverables is defined by the Solicitation. The remaining Proposer-Defined Deliverables are scored in this section.

In a series of narratives, describe the specific deliverables the Proposer would provide in response to the needs articulated in the Solicitation. The Proposer-Defined deliverables should include a clear and detailed articulation of how the Proposer intends to meet the State's needs, clearly defining the scope of the deliverable and the tangible deliverable the State should expect to receive. The descriptions should include clear benchmarks and standards by which the Contract Manager can verify completion of each deliverable.

i. Deliverable 6: Capacity Assessment for Each CBPP (3 Points)

Proposer shall describe in detail its proposed approach to provide a thorough assessment of the needs of each CBPP. The plan must include an assessment of each of the required capabilities and an assessment of the CBPP's key risks and ability to meet program requirements within the specified timeframe.

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ii. Deliverable 7: Capacity Building Plan for Each CBPP (3 Points)

Proposer shall describe in detail its proposed approach to develop and implement detailed plans that include a schedule, estimated resource requirements, key tasks and activities and deliverables. The Capacity Building Plan includes a mechanism for discussion of risks and means of addressing the risks and articulates how progress will be monitored to ensure that the requirements are met in a timely fashion. The Capacity Building Plan is realistic and achievable.

iii. Deliverable 8: CBPP Technical Assistance (6 points)

Proposer shall describe in detail its proposed approach regarding its plans to provide effective Capacity Building trainings and ongoing support for each CBPP. This deliverable will be scored based on a holistic assessment of the Proposer's plan and its ability to effectively build capacity of CBPPs, meeting their unique needs and operating in a culturally and linguistically competent manner.

iv. Deliverable 9: IPP Assessment (3 points)

Proposer shall describe in detail its proposed approach to provide a thorough assessment of the needs of each IPP. The plan includes an assessment of Administrative, Business/Programmatic Development and Sustainability and Regulatory Compliance capabilities and a vehicle for assessing other TA that CBPPs may require. The plan includes an effective mechanism for annual review and update.

v. Deliverable 10: IPP TA and Training Plan (3 points)

Proposer shall describe in detail its proposed approach to develop individual implementation plans for each IPP, reflecting the assessments completed in Deliverable 9. The plan addresses each of the required capacities and includes adequate flexibility to incorporate additional capacity needs that may be identified in Deliverable 10. The plan includes an effective mechanism for annual review and update.

vi. Deliverable 11: IPP Technical Assistance (6 points)

Proposer shall describe in detail its proposed approach to provide effective TA and ongoing support for each CBPP. This deliverable will be scored based on a holistic assessment of the Proposer's plan and its ability to effectively build capacity of CBPPs, meeting their unique needs and operating in a culturally and linguistically competent manner.

vii. Deliverable 12: Cross-Population Technical Assistance (3 points)

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Proposer shall describe in detail its proposed approach to provide technical assistance focused on cultural and linguistic competence to IPPs from each of the four additional target populations. The Proposer shall include sufficient benchmarks and standards to ensure delivery and accountability. The Proposer shall include a credible justification for the scope of the deliverable.

viii. Deliverable 13: Final Convening (3 points)

Proposer shall describe in detail its proposed approach solutions to participate and organize LGBTQ IPPs in a final convening that will serve as a showcase of CDEPs and highlight their potential to create system change. The Proposer shall include sufficient benchmarks and standards to ensure delivery and accountability. The Proposer shall include a credible justification for the scope of the deliverable.

Each bidder defined deliverable will be scored in accordance with the following standards. The standards are presented as benchmarks. Proposals will be scored on a range between these standards:

Points	Interpretation	General Basis for Point Assignment
0	Does not meet requirements	Proposal (i.e., content and/or explanation offered is inadequate or does not meet CDPH needs/requirements or expectations. The omission(s), flaw(s) or defect(s) are significant and unacceptable.
(Midrange: roughly 75%)	Meets requirements	Proposal (i.e., content and/or explanation offered) is fully adequate or fully meets CDPH needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
(Max)	Exceeds requirements	Proposal (i.e., content and/or explanation offered) is above average or exceeds CDPH's needs/requirements or expectations. Proposer offers one or more enhancing features, methods, or approaches that will enable performance to exceed basic expectations.

Scoring of Cost Proposal

Cost Proposal (60 points)

The Cost Proposal should include a completed Cost Form (Attachment 13). The Cost Form must identify the costs required to complete the deliverables as outlined in the SOW.

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Scoring Criteria:

i. The costs are reasonable and appropriate to complete each task outlined in the submitted Workplan. (Pass/Fail)

ii. The total costs are consistent with Workplan. (Pass/Fail)

iii. The total cost allocations are appropriately and adequately justified. (Pass/Fail)

iv. Cost review (60 points)

- The Proposer with the lowest cost shall be awarded 60 points
- For all other Proposers, the total cost of the lowest Proposer shall be divided by the total cost of that Proposer and multiplied by 60 points. For example, if the total cost of the lowest cost Proposer is $900,000 and the cost of another Proposer is $1,000,000, the result would be: 900,000/1,000,000 * 60 = 54 points
- Proposers that include a certified small business will receive additional bonus points, as outlined in Section V.C. Preference Points.

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VI. ADMINISTRATION

A. Solicitation Defined

The competitive method used for this procurement of services is a Solicitation. A Proposal submitted in response to this Solicitation will be scored and ranked based on the Scoring Criteria. Every Proposal must establish in writing the Proposer's ability to perform the Solicitation tasks.

B. Important Administrative Details

Cost of Developing Proposal

The Proposer is responsible for the cost of developing a Proposal. This cost cannot be charged to the State.

Confidential Information

CDPH CRDP will not accept or retain any Proposals that are marked confidential in part or in their entirety and Proposers are strongly discouraged from requesting confidential treatment for any of the information contained in a submission.

C. "Commercially Useful Function" Requirements For Certified Small Business or Microbusiness

A certified small business or Microbusiness shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a **commercially useful function (SB/MB)**.

A Contractor(s), subcontractor(s) or supplier(s) will not be considered to perform a **commercially useful function** if the Contractor's, subcontractor's or supplier's role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of small business, Microbusiness or DVBE participation.

Certified Small/Microbusiness and Non-Small Business Information

Definition

1. **Small business** means a business certified by the Office of Small Business Disabled Veteran Certification (OSDC) in which:
   i. The principal office is located in California.
   ii. The officers are domiciled in California.

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iii. The business is independently owned and operated.

iv. The business, with any affiliates, is not dominant in its field of operation.

v. And either:

a. The business, together with any affiliates, has 100 or fewer employees and average annual gross receipts of $12,000,000 or less over the previous three years or

b. The business is a manufacturer with 100 or fewer employees.

2. <u>Microbusiness</u> means a small business certified by OSCD in which:

i. The principal office is located in California.

ii. The officers are domiciled in California.

iii. The business is independently owned and operated.

iv. The business, with any affiliates, is not dominant in its field of operation.

v. And either:

a. The business, together with any affiliates, has 25 or fewer employees and averages annual gross receipts of $2,750,000 or less over the previous three years or

b. The business is a manufacturer with 25 or fewer employees.

3. <u>Commercially Useful Function for Small Business</u>

A certified Small Business or Microbusiness shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a "commercially useful function" defined as follows: 1) is responsible for the execution of a distinct element of the work of the contract; 2) carries out its obligation by actually performing, managing or supervising the work involved; 3) performs work that is normal for its business services and functions; and, 4) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A SB or Microbusiness Contractor, subcontractor or supplier is not performing a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of Small Business or Microbusiness participation (Government Code Section 14737(d)(4); Military & Veterans Code section 999(e)(2); Title 2 California Code of Regulations section 1896.61(l)).

D. Solicitation Cancellation and Amendments

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

1. Cancel this Solicitation;
2. Amend this Solicitation as needed; or,
3. Reject any or all Proposals received in response to this Solicitation

If the Solicitation is amended, CDPH CRDP will post it on BidSync.

Errors

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the Solicitation, the Proposer shall immediately notify CDPH CRDP of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice and posted on BidSync. CDPH CRDP shall not be responsible for failure to correct errors.

No Contract Until Signed and Approved

No agreement between CDPH CRDP and the successful Proposer is effective until the contract is signed and approved by CDPH Contracts Management Unit (CMU).

Contract Amendment

The contract under this Solicitation may be amended by mutual consent of CDPH CRDP and the Contractor.

E. Modification or Withdrawal of Proposal

A Proposer may, by letter to the Contact Person at CDPH CRDP, withdraw or modify a submitted Proposal before the deadline to submit Proposals. Proposals cannot be changed after that date and time. A Proposal cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the Solicitation: "This proposal and the cost estimate are valid for 60 days."

F. Immaterial Defect

At its sole discretion, CDPH CRDP may waive any immaterial defect or deviation contained in a Proposer's proposal. CDPH CRDP's waiver shall in no way modify the proposal or excuse the successful Proposer from full compliance.

G. Grounds to Reject a Proposal

A Proposal shall be rejected if:

1. It is received after the exact date and time set for receipt of Proposals pursuant to Public Contract Code, Section 10344.
2. It is lacking a properly executed CCC 307 (Attachment 5).

3. It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Proposer.
4. The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition or capability is a requirement of this Solicitation.
5. There is a conflict of interest as contained in Public Contract Code Sections 10410-10412 and/or 10365.5.
6. It contains confidential information.
7. It is unsigned.

A Proposal may be rejected if:

1. It is not prepared in the mandatory format described.
2. The firm or individual has submitted multiple proposals for each task.
3. It does not literally comply or it contains caveats that conflict with the Solicitation and the variation or deviation is material or it is otherwise non-responsive.

H. Award and Protest

1. Notice of the proposed award shall be posted in a public place in the office of CDPH CRDP and on the following internet site: http://www.cdph.ca.gov/programs/Pages/OHECaliforniaReducingDisparitiesProject.aspx for five working days prior to awarding the agreement.
2. This procurement will be conducted under the authority of the California Welfare and Institution Code Section 5814 and 5897. All disputes will be resolved by the Department of Public Health under such authority. The decisions of the CDPH Director are considered final.

I. Disposition of Proposals

1. Upon Proposal opening, all documents submitted in response to this Solicitation will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by the CDPH CRDP.

J. Agreement Requirements

Proposer must submit and identify Subcontractor(s) experience and tasks, as well as the budget sheets. All subcontractors identified in the Proposal must be experts in their field and capable of performing the tasks for which they are hired to do.

K. Agreement Execution and Performance

1. Performance shall start not later than 10 business days or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another Contractor.
2. If awarded the agreement, the Contractor must identify all of the Small Business/Microbusiness (SB/MB) firms under contract.
3. All performance under the agreement shall be completed on or before the termination date of the agreement.

L. Definition of Terms

Capacity Building: The process by which individuals, groups, organizations, institutions and societies increase their abilities to: (a) perform core functions, solve problems, define and achieve objectives; and (b) understand and deal with their development needs in a broad context and in a sustainable manner. (United Nations Educational, Scientific and Cultural Organization, 2006)

Community-Defined Evidence Practice: A set of bottom-up practices derived from a community's ideas of illness and healing or positive attributes of cultural or from traditional practices. In addition, the practice has been used by the targeted community, which has determined it to yield positive results through community consensus. While some CDEPs may have been measured empirically, this is not necessary to show that there is a consensus in the community regarding its effectiveness. CDEPs can include a range of culturally tailored treatment approaches or support (Martinez, 2010; CIBHS, 2014; Community Defined Evidence Project Work Group, 2007). These services are often culture-specific practices that are supported by community experience but not yet recognized or funded by the public mental health system.

Community-Participatory Evaluation: A partnership approach to evaluation in which stakeholders actively engage in developing the evaluation and all phases of its implementation.

Those who have the most at stake in the program – partners, program beneficiaries, funders and key decision makers – play active roles. Participation occurs throughout the evaluation process, including:

- Identifying the relevant questions;
- Planning the evaluation design;
- Selecting the appropriate measures and data collection methods;

- Gathering and analyzing data;
- Reaching consensus about findings, conclusions and recommendations; and
- Disseminating results and preparing an action plan to improve program performance. (Zukoski & Luluquisen, 2002)

Cultural Competence: Cultural competence is a set of congruent behaviors, attitudes, policies, structures and practices that come together in a system, agency or among professionals and enable that system, agency or those professionals to work effectively in cross-cultural situations. The word “culture” is used to imply the integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values and institutions of a racial, ethnic, religious or social group. The word competence is used because it implies having the capacity to function effectively. A culturally competent system of care, agency or organization acknowledges and incorporates—at all levels. (Cross, 1989)

Culture: An integrated pattern of human behavior which includes thought, communication, languages, beliefs, values, practices, customs, courtesies, rituals, manners of interacting, role, relationships and expected behaviors of a racial, ethnic, religious or social group and the ability to transmit this pattern to succeeding generations. (National Center for Cultural Competence, 2001)

Disparities, Mental Health: Differences in health and mental health status among distinct segments of the population, including differences that occur by gender, age, race or ethnicity, sexual orientation, gender identity, education or income, disability or functional impairment or geographic location or the combination of any of these factors. (Health and Safety Code, Section 131019.5)

Ethnicity: Of or relating to large groups of people classed according to common racial, tribal, religious or linguistic or cultural origin or background. (National Center for Cultural Competence, 2001)

Intervention: Any type of treatment, preventive care or test that a person could take or undergo to improve health or to help with a particular problem. (Agency for Healthcare Research and Quality)

Linguistic Competence: Linguistic competence is the capacity of an organization and its personnel to effectively communicate with persons of limited English proficiency, those who have low literacy skills or are not literate and individuals with disabilities. These may include, but not limited to, the use of: bilingual/bicultural staff; cultural brokers; multilingual telecommunication systems; teletypewriter; foreign language interpretation services; sign language interpretation services; ethnic media in languages other than English; print materials in easy to read, low literacy, picture and symbol formats; assistive technology devices; computer assisted real time translation; materials in alternative formats; varied approaches to sharing information with individuals who

experience cognitive disabilities; and translation of legally binding documents, signage, health education materials and public awareness materials and campaigns. The organization must have policy, structure, practices, procedures and dedicated resources to support this capacity. (National Center for Cultural Competence, 2001)

Mental Illness: Disorders generally characterized by dysregulation of mood, thought, and/or behavior, as recognized by the Diagnostic and Statistical Manual, 4th edition, of the American Psychiatric Association (DSM-IV). (CDC, 2013)

Prevention: A set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is significantly higher than average and, as applicable, their parents, caregivers, and other family. “Risk factors for mental illness” means conditions or experiences that are associated with a higher than average risk of developing a potentially serious mental illness. Kinds of risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic. Examples of risk factors include, but are not limited to, a serious chronic medical condition, adverse childhood experiences, experience of severe trauma, ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness. Prevention program services may include relapse prevention for individuals in recovery from a serious mental illness. Prevention programs may include universal prevention efforts as defined below if there is evidence to suggest that the universal prevention effort is likely to bring about mental health and related functional outcomes for individuals and members of groups or populations whose risk of developing a serious mental illness is significantly higher than average. Universal prevention efforts mean efforts that target a population that has not been identified on the basis of risk. (MHSOAC, 2014)

Early Intervention: Treatment and other services and interventions to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that result from untreated mental illness. Early Intervention program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years. Early Intervention program services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable. Early Intervention program may include efforts to prevent relapse in an individual with early onset. (MHSOAC, 2014)

Race: There is an array of different beliefs about the definition of race and what race means within social, political and biological contexts. The following definitions are representative of these perspectives:

- A tribe, people or nation belonging to the same stock; a division of humankind possessing traits that are transmissible by descent and sufficient to characterize it as a distinctive human type.
- Race is a social construct used to separate the world's peoples. There is only one race, the human race, comprised of individuals and characteristics that are more or less similar to others. (National Center for Cultural Competence, 2001)

Sustainability: Developing the capacity to apply for future grants and other funding streams, the organizational structure to facilitate growth and other infrastructure that will help grantees provide service at the highest level.

Target Populations: The specific population groups that the program is attempting to impact.

M. References

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REQUIRED ATTACHMENTS/ CERTIFICATION CHECKLIST

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Attachment 1: Required Attachment / Certification Checklist

Qualification Requirements. I certify that I meet the following qualification requirements:		Confirmed by CDPH
☐ Yes ☐ N/A	At least five years of experience in the development and management of mental health evaluations as defined under Section III.A - Minimum Qualifications.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has read and is willing to comply with the terms, conditions and contract exhibits addressed in the Solicitation.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is in good standing and qualified to conduct business in California. **[Check "N/A" if not a Corporation.]**	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is eligible to claim nonprofit status. **[Check "N/A" if not a nonprofit organization.]**	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.	☐ Yes ☐ No

Attachments: I have completed and returned the following Attachments:		Confirmed by CDPH
☐ Yes ☐ N/A	Attachment 1, Required Attachment / Certification Checklist	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 2, Business Information Sheet	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 3, Population Letters of Support	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 4, Customer References	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 5, CCC 307 – Certification	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 6, Payee Data Record	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 7, Darfur Contract Act	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 8 – Iran Contracting Certification	☐ Yes ☐ N/A

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Attachments: I have completed and returned the following Attachments:		Confirmed by CDPH
☐ Yes ☐ N/A	Attachment 9a, Non-Small Business Subcontractor Preference Request **and** Attachment 9b, Small Business Subcontractor/Supplier Acknowledgement **Check "N/A" if not applying for this subcontractor preference.**	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 10, Contractor Information Form	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 11, Sample State Contract Forms and Exhibits	☐ Yes ☐ N/A
☐ Yes ☐ N/A	Attachment 12, HIPAA Compliance Form	☐ Yes ☐ N/A
☐ Yes ☐ N/A	**California Businesses -** Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required. **Check "N/A" if not a California business or no business license is required.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**Corporations - Either** a copy of the Certificate of Status issued by California's Office of the Secretary of State **or** a copy of the firm's active on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. **Check "N/A" if not a Corporation.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**Nonprofit Organizations -** A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status. **Check "N/A" if not a nonprofit organization.**	☐ Yes ☐ No

Name of the Firm:	**Signature**
Printed Name/Title:	Date:

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Attachment 2: Business Information Sheet

A signature affixed hereon and dated certifies compliance with all cost requirements. The signature below authorizes the State to verify the claims made on this form.

Name of the Firm:	CA Corp. No. (If applicable)	Federal ID Number

Name of Principal (If not an individual):	Title:	Telephone Number	Fax Number

Street Address / P.O. Box	City	State	Zip Code

Type of Business Organization / Ownership (Check all that apply)

Ownership	Corporation	Governmental	Other Type of Entity
☐ Sole Proprietor ☐ Partnership ☐ Joint venture ☐ Association	☐ Nonprofit ☐ For Profit ☐ Private ☐ Public	☐ City/County, California State Agency, Federal Agency, State (other than California) ☐ Other: _____	☐ Public or Municipal Corporation, School or Water District, California State College, University of California, Joint Powers Agency ☐ Auxiliary College Foundation ☐ Other: _____

California Certified Small Business Status ☐ N/A ☐ Microbusiness ☐ Small business ☐ NVSA

☐ Certified By DGS Certification No: _____ Expiration Date: _____

If certified, attach a copy of certification letter. If an application is pending, date submitted to DGS: _____

Small Business Type (If applicable) ☐ N/A ☐ Services ☐ Non-Manufacturer ☐ Manufacturer

☐ Contractor (Construction Type): _____ ☐ Contractor's License Type: _____

Veteran Status of Business Owner ☐ N/A (not a veteran or not certified by DGS)

☐ Disabled Veteran Certified by DGS Certification No. _____ Expiration Date: _____

If certified, attach a copy of certification letter. If an application is pending, date submitted to DGS: _____

Disadvantaged Business Enterprise Status: ☐ N/A ☐ Approved by the Cal Trans, Office of Civil Rights.

Certification number issued by Cal Trans: _____ Expiration Date: _____

Race/Ethnicity of Primary Business Owner ☐ N/A (No single owner possess more the 50% ownership)

Owner's Ethnicity (check one)	**Owner's Race** (check one)	**If Asian, Native Hawaiian or Pacific Islander** (check one):	
☐ Asian-Indian	☐ American Indian/Alaska Native	☐ Asian-Indian	☐ Japanese
☐ Black	☐ Asian	☐ Cambodian	☐ Korean
☐ Hispanic	☐ Black or African American	☐ Chinese	☐ Laotian
☐ Native American	☐ Native Hawaiian or Other Pacific Islander	☐ Filipino	☐ Samoan
☐ Pacific-Asian	☐ White	☐ Guamanian	☐ Vietnamese
☐ Other _____	☐ Other _____	☐ Hawaiian	☐ Other _____

Gender of Primary Business Owner ☐ N/A (Not independently owned) ☐ Male ☐ Female

Indicate possession of required licenses and/or certifications (if applicable): ☐ N/A (None required)

Contractor's State Licensing Board No.	PUC License Number CAL-T-	Required Licenses/Certifications (If applicable)

Signature	Date Signed

Printed/Typed Name	Title

Public Records Information

The above information is required for statistical reporting purposes. Completion of this form is mandatory. This information will be made public upon award of the contract and will be supplied to department contract staff, Department of General Services and possibly other public agencies. To access contract related records, contact the Contract Management Unit, 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377 or call (916) 650-0100.

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Attachment 3: Population Letters of Support

Please type or print a list of three (3) population members who have provided letters of support for this application.

REFERENCE 1			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ( )			
Brief description of working relationship			

REFERENCE 2			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ( )	Telephone number ( )		
Brief description of working relationship			

REFERENCE 3			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ( )	Telephone number ( )		
Brief description of working relationship			
Name, Title and Company of Reference			

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Attachment 4: Customer References

Please type or print a list of three (3) customers who have provided references for this application.

REFERENCE 1			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ( )			
Brief description of working relationship			

REFERENCE 2			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ( )	Telephone number ( )		
Brief description of working relationship			

REFERENCE 3			
Name, Title and Company of Reference			
Street address	City	State	Zip
Telephone number ( )	Telephone number ( )		
Brief description of working relationship			
Name, Title and Company of Reference			

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Attachment 5: CCC-307 Certification

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

Contractor/Proposer Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if

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the department determines that any of the following has occurred: the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories or the procurement of equipment, materials or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.govand Public Contract Code Section 6108.

b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisionsand Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district or other local public body must provide the State with a copy of a resolution order, motion or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Contractors that are not another state agency or other governmental entity.

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Attachment 6: Payee Data Record

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 5/06)_CDPH

1

INSTRUCTIONS: Complete all information on this form. Sign, dateand return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.
NOTE: Governmental entities, federal, stateand local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	**E-MAIL ADDRESS**
MAILING ADDRESS	**BUSINESS ADDRESS**
CITY, STATE, ZIP CODE	**CITY, STATE, ZIP CODE**

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ☐☐ – ☐☐☐☐☐☐☐

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION:
☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)
☐ **LEGAL** (e.g., attorney services)
☐ **EXEMPT** (nonprofit)
☐ **ALL OTHERS**

☐ **INDIVIDUAL OR SOLE PROPRIETOR**
ENTER SOCIAL SECURITY NUMBER: ☐☐☐ – ☐☐ – ☐☐☐☐

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY TYPE

☐ California resident—qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.

- ☐ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	**TITLE**	
SIGNATURE	**DATE**	**TELEPHONE** ( )

6

Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/ZIP: _____

Telephone: _____ **FAX:** _____

E-Mail Address: _____

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PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	**Requirement to Complete Payee Data Record, STD. 204** A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trustsand corporations will enter their Federal Employer Identification Number (FEIN).
4	**Are you a California resident or nonresident?** A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signatureand telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicitedand what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

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Attachment 7: Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code (PCC) section 10476. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible toand cannot, submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to submit a proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2 or via initials and certification for Paragraph # 3):

1. _____ Initials — We do not currently have or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our proposal.

OR

3. _____ Initials + certification below — We currently have or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

YOUR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

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Attachment 8: Iran Contracting Certification

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that:

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a) or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this DRAFT: CRDP-14, Technical Assistance Provider.

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

Proposer/Proposer Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

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Attachment 9a: Non-Small Business Subcontractor(s) Preference Instructions

Preference information	Non-small business proposals will be granted up to a five percent (5%) non-small business subcontractor(s) preference on a proposal evaluation by an awarding department when a responsive non-small business has submitted the lowest priced responsive proposal and when a non-small business proposal: 1. Has included in its proposal a notification that it commits to subcontract at least twenty-five percent (25%) of its total proposal price with one or more small businesses; and 2. Has submitted a timely, responsive; and 3. Is determined to be a responsible Proposer; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting contract(s).
Commercially useful function	A subcontractor(s) is deemed to perform a commercially useful function if the subcontractor(s) does the following: 1. Is responsible for the execution of a distinct element of the contracted work; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and 2. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices. 3. Is responsible, with respect to materials and supplies provided on the subcontract(s), for negotiating price, determining quality and quantity ordering the material, installing (when applicable)and paying for the material itself. A subcontractor(s) will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to achieve the appearance of participation.
How to calculate 25% subcontract participation	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be proposal for the entire contract term, then multiply this figure by 25% to determine how much of the proposal price must be committed to small business subcontract that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment or support services.
Use of proposed subcontractors / substitution	If awarded the contract(s), the selected Contractor(s) must faithfully use each small business subcontractor(s) proposed for use and identified in its preference request. No substitutions or alterations are allowed after a proposal is submitted. Substitutions are only allowed after contract execution if the Contractor(s) submits a Request for Substitution to the CDPH Contract Manager and that request is subsequently granted by CDPH. Small business subcontract substitution instructions will appear in the resulting agreement in a clause entitled “Use of Small Business Subcontractors”.
Preference request instructions	If preference is claimed, indicate so on the Cost Form (Attach. 1) and complete Attachment 9a identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on Attachment 9a, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgment (Attachment 9b). Affix each Attachment 9b to Attachment 9a for submission with the proposal response. If a signed Attachment 9b cannot be collected from each subcontractor in time for proposal submission, indicate why. Submission of a signed Attachment 9b for each subcontractor listed on Attachment 9a is a prerequisite for contract award confirmation. Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. The detailed budget worksheets, if required to be submitted in a proposal, must list each subcontract service provider and its respective dollar value as identified on Attachment 9a. All proposed subcontracted services must appear in the SOW.

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Non-Small Business Subcontractor Preference Request

List each certified small business or microbusiness that will be subcontracted with. To be granted a proposing preference, total small business or microbusiness subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small business or microbusiness by the proposal submission due date and must acknowledge their participation as claimed herein via a Small Business Subcontractor/Supplier Acknowledgement (Attachment 9b). **Attach to this form an acknowledgement (Attachment 9b) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified small business (or microbusiness) Subcontractor(s)

Name of Subcontractor(s)

Street address	City	State	Zip Code
Contact Person		Telephone number ( )	
Small Business	Certification exp. date	Participation $	Committed % of total proposal %

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor(s)

Name of Subcontractor

Street address	City	State	Zip Code
Contact Person		Telephone number ( )	
Small Business	Certification exp. date	Participation $	Committed % of total proposal %

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor(s)

Name of Subcontractor(s)

Street address	City	State	Zip Code
Contact Person		Telephone number ( )	
Small Business	Certification exp. date	Participation $	Committed % of total proposal %

Brief description of commercially useful function(s) to be provided

If necessary or desired, this form may be photocopied or reproduced in a like form for use in a proposal response. If the proposing firm chooses to render a like copy by computer or other means, the instructions appearing on Attachment 9 may be omitted.

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Attachment 9b: Small Business Subcontractor(s)/Supplier Acknowledgement

Name of Proposing Firm / Prime Contractor(s)	CDPH Solicitation Number:
Total Dollar Value of Subcontractor(s) Use	CDPH Proposal Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a proposing firm as a proposed small business or microbusiness or DVBE subcontractor(s) or supplier(s) for a CDPH procurement.

Subcontractor(s) acknowledgements:

A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total proposal/cost proposal price submitted by the proposing firm named above.

B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.

C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the proposing firm named above receives the contract award:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor(s)/supplier(s) identified herein will provide or supply:

The subcontracting firm named herein understands it is its sole responsibility to contact the proposing firm named above to learn if the Proposer was awarded the contract pursuant to the referenced proposal number and to confirm its subcontract agreement. If the proposing firm named above receives an award based in part on non-small business subcontractor(s) preference or the DVBE incentive, the proposing firm/Contractor(s) is obligated to use each small and/or microbusiness or DVBE subcontractor(s) or supplier(s) identified in its proposal unless a subcontractor(s) substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor(s)/Supplier(s)		Date Signed
Signature of Subcontractor(s)/Supplier(s) Representative	Telephone number ( )	Email address (if applicable)
Printed/Typed Name	Title	

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Attachment 10: Contractor Information

Date Form Completed:

Organization	This is the information that will appear on your contract (Standard Agreement). Federal Tax ID # _____ Contract # _____ Name _____ Mailing Address _____ Street Address (If Different) _____ County _____ Phone _____ Fax _____ Website _____
Contract Signatory	The ***Contract Signatory*** has authority to sign a contract(s). Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Project Director	The ***Project Director*** is responsible for all of the day-to-day activities of project implementation and for seeing that all contractual requirements are met. This person will be in contact with State CDPH CRDP staff, will receive all programmatic, budgetaryand accounting mail for the project and will be responsible for the proper dissemination of program information. Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____

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CONTRACTOR(S) INFORMATION FORM

Payment Receiver	All payments are sent to the attention of this person at the designated address.
	Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Fiscal Reporter	The ***Fiscal Reporter*** prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.
	Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Fiscal Signatory	The ***Fiscal Signatory*** has signature authority for invoices and all fiscal documentation reports.
	Name _____ Title _____ ***If address(es) are the same as the organization above, just check this box and go to Phone*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Districts	List the all ***numbers*** that your organization is under.
	Number Assembly _____ Senate _____ Congressional _____

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Attachment 11: HIPAA Compliance Form

TO BE PROVIDED

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Attachment 12: Sample State Contract

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Attachment 13: Cost Form

Name of the Firm *(Legal name as it will appear on the contract)*			
Mailing address	City	State	Zip Code
Telephone number ( )	Fax number ( )	Email address, if applicable	
Name of Contact Person	Telephone number: (If different from above) ( )		

Maximum Cost				
Year One	Year Two	Year Three	Tear Four	Year Five

Preferences Claimed (Check only the preferences claimed)

- ☐ Certified small business or microbusiness preference (including Nonprofit Veteran Service Agencies)
- ☐ Non-small business subcontractor preference (committing use of 25% or more of small business subcontracts)
- ☐ DVBE Incentive (committing to use DVBE subcontracts)
- ☐ TACPA preference
- ☐ EZA preference

Acknowledgment / Certification

The Proposer hereby certifies that the materials submitted in response to this Solicitation and the price(s)/rate(s) offered on this Cost Form are true and accurate to the best of the Proposer's knowledge.

The Proposer agrees that the price(s)/rate(s) offered herein shall remain in effect until CDPH awards the agreement and throughout the duration of the agreement. Any cost over runs or increases in services, if allowed, shall be billed at the price(s)/rate(s) stated for the appropriate budget period. Contract extensions, if any, shall be billed at the price(s)/rate(s) stated for the last budget period/year if more than one budget period/year is shown.

The Proposer further understands that the above quoted rate(s) must include all of the costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Cost Form the Proposer hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this Solicitation and any attachment thereto.

The Proposer understands that its response will become a public document and will be open to public inspection.

Proposer's signature:	Date signed
Printed/typed name	Title

DRAFT