

**REQUEST FOR PROPOSAL (RFP)**

**LGBTQ+ Communities**

**RFP LGBTQ+-003**

October 20, 2023

Mental Health Services

Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

<https://www.mhsoac.ca.gov>

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## INTRODUCTION

The Mental Health Services Oversight and Accountability Commission is seeking an experienced Contractor to work with LGBTQ+ to enhance statewide and local level participation, voice, and empowerment through advocacy, training and education, and outreach and engagement efforts. The goal of this Request for Proposal is to increase the representation and involvement of LGBTQ+ communities in development and implementation of statewide and local mental health programs, policies, and legislation.

For purposes of this RFP, LGBTQ+ communities will be referred to as “the Population” and includes adult individuals who have received or are currently receiving mental health services, as well as those who have a mental health diagnosis in the past. LGBTQ+ is an acronym for “lesbian, gay, bisexual, transgender, and queer,” and the “+” symbol recognizes the limitless sexual orientations and gender identities used by members of LGBTQ+ communities. This RFP acknowledges that there are a myriad of identities, attractions, and expressions among individuals from all races, ethnicities, cultures, genders, ages, and backgrounds. While mental health needs vary between different individuals, groups, communities, and regions, many issues are shared by all LGBTQ+ communities, including threats to physical safety, harassment, discrimination, suicide, cultural insensitivity, and anti-LGBTQ+ policies and legislation.

Through a response to this RFP, the successful Proposer will demonstrate that they have the personnel, experience, and organizational capacity to effectively carry out a contract of this scope and magnitude. The successful Proposer will describe how they meet minimum and desired qualifications, including their breadth of experience working with the Population throughout the State, with special emphasis on unserved, underserved, and rural communities. All proposals must be submitted by a lead or prime contractor, hereinafter called “Proposer” or “Contractor.”

In the opinion of the Commission, this RFP is complete and without need of additional explanation.

## PURPOSE OF THE CONTRACT OPPORTUNITY

The passage of the Mental Health Services Act in 2004 initiated the concept of transparent and collaborative processes being implemented, at the state and local levels, to determine the mental health needs, priorities, and services for California mental health consumers and their families.

Welfare and Institutions (W&I) Code Section 5892(d) requires the Mental Health Services administrative fund to “include funds to assist consumers and family members to ensure that the appropriate state and county agencies give full consideration to concerns about quality, structure of service delivery, or access to services.”

Through the MHSA, California has encouraged the transformation of its mental health system by supporting the need for and development of a partnership between state and local level planning and program implementation. The MHSA was designed to change not only the way people access mental health services and participate in policy planning, but to change public perception and stigma associated with mental illness. Through support of advocacy efforts, MHSA funding encourages dialogue that addresses not just the local needs of a community and region but that aligns with state level needs and priorities in a way that acknowledges and adheres to the diverse cultural values among California’s family members.

One contract will be awarded to a statewide advocacy organization that will provide advocacy, training and education, and outreach and engagement on behalf of the Population throughout California.

This contract opportunity supports the goals of the MHSA and proposes, through the engagement and participation of the Population to support the goal of system transformation that is client and family driven, culturally competent, and collaborative in design. This contract will provide the opportunity to conduct activities and events led by the Population that highlight local mental health services available, to have the Population identify existing needs in their local communities, reduce stigma, and inform local and statewide leadership on the specific needs of the family members.

## BACKGROUND

1. **THE MENTAL HEALTH SERVICES ACT**

In 2004, the MHSA was approved through a voter initiative (Proposition 63) to support and encourage a system-wide transformation of California’s mental health system and to foster a positive impact on the state’s prevention of and response to mental illness. The Act established a one percent (1%) tax on personal income in excess of one million dollars ($1,000,000) to fund direct services, prevention and early intervention, workforce development, innovative programs, and infrastructure support. The Act is intended to encourage early identification of and response to indicators of mental health needs, reduce the duration and impact of untreated mental illness, reduce stigma and discrimination associated with mental health, and promote recovery and resilience.

The Act emphasizes an expectation for participatory planning that engages a broad range of community partners, including diverse individuals with mental health needs and their families, representatives of communities that are unserved and underserved by the community mental health system, and service providers and mental health policy makers. The engagement and participation of these partners should have a meaningful role in all mental health decisions.

Additionally, the Act and subsequent legislation intend that there be purposeful community involvement at both the state and local levels, and that funds are provided for advocacy, training and education, and outreach and engagement on behalf of specific underserved and unserved populations in California. This RFP is designed to support the advocacy and engagement of the Population in the California mental health system.

1. **MHSA VALUES**

The MHSA articulates values that are expected to be embedded throughout the planning, policy development, implementation, and evaluation phases of the MHSA. These values are codified in Title 9, California Code of Regulations, Section 3320 and through actions by the Commission, and include:

1. *Community Collaboration*: Diverse clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources to create and fulfill a shared vision and goals.
2. *Cultural Competence*: All aspects of policy-making, program design, administration, and service delivery in the public mental health system incorporate and include work to achieve equal access to services, equal quality of services, and equal outcomes of services, without disparities among racial/ethnic, cultural, linguistic, and other diverse populations or communities.
3. *Client- and Family-Driven*: The client, parent/caregiver of children and youth has the primary decision-making role in identifying needs, preferences, and strengths, and a shared decision-making role in determining the services and supports that are most effective and helpful.
4. *Wellness-, Recovery-, Resilience-Focused Service Delivery*: Public mental health services promote and increase resilience, recovery, and wellness.
5. *Integrated Service Experiences*: Clients, and when appropriate a client’s parent/caregiver and family, access a full range of services in a comprehensive and coordinated manner, even when these services are provided by multiple agencies, programs, and funding sources.
6. *Co-occurring Disorder Services Competency*: Services incorporate appropriate methods to ensure that co-occurring disorders are treated efficiently and in a cost-effective manner.

## KEY ACTION DATES

Key actions, including dates and times for this RFP, are presented in the chart below. An addendum to this RFP will be released if the dates change for the activities.

**Table 4-1: Key Action Dates**

|  |  |
| --- | --- |
| **Action** | **Action Date & Time** |
| RFP Release | October 20, 2023 |
| Deadline for Written Questions | October 27, 2023, by 3:00 p.m. |
| Distribute Responses to Questions  | November 3, 2023 |
| Deadline to Submit Proposals\* | December 15, 2023, by 3:00 p.m. |
| Notice of Intent to Award\* | January 16, 2024 |
| Anticipated Contract Start Date\* | February 2024 |

*\* Dates after Deadline to Submit Proposals are estimates and may be changed by the Commission without the issuance of an addendum.*

1. **RFP RELEASE**

The RFP will be posted on the Commission’s website at: [www.mhsoac.ca.gov](http://www.mhsoac.ca.gov) and Cal eProcure.

1. **DEADLINE FOR WRITTEN QUESTIONS**

All questions must be submitted directly to the Commission in writing via email to: procurements@mhsoac.ca.gov by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP LGBTQ+-003**. Use **Attachment 17, Questions Template,** to submit questions. At its discretion, the Commission reserves the right to contact proposers to seek clarification of any inquiry received.

1. **DISTRIBUTE QUESTIONS AND RESPONSES**

All questions submitted in writing will be answered in writing by the Commission. The questions and answers will be posted on the Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) by the deadline listed in Table 4-1 above.

Any changes to the RFP will be made in the form of an addendum. Please note that oral information will not be binding upon the Commission unless such information is confirmed in writing.

1. **DEADLINE TO SUBMIT PROPOSALS DUE**

Proposals must be submitted electronically to the Commission, via e-mail, to: procurements@mhsoac.ca.gov by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP LGBTQ+-003**.

The Commission reserves the right to contact Proposers to ensure the proposal submitted is complete and represents the intentions of the Proposer.

1. **NOTICE OF INTENT TO AWARD**

The Intent to Award announcement will be posted on the Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) by the date listed in Table 4-1 above.

## CONTRACT, TERM AND AVAILABLE FUNDING

The funding available for this RFP totals $2,010,000. It is anticipated that the work on this contract will begin in February 2024 and continue for a period of 39 months or three (3) years and three (3) months. The intention of this contract is to provide 36 months of advocacy services and allows 3 months at the end to submit any outstanding deliverables, including final annual report and invoices. Payment to the Contractor shall be based on the satisfactory completion and delivery of each project deliverable for the fixed price of $2,010,000. Final reports must be submitted prior to the end of the 39-month contract in order to be paid.

If additional funds become available, the Commission, at its sole discretion, reserves the right to add additional funds to the winning Contractor’s contract, award a contract to the next highest scoring proposal, and/or make a separate determination to spend/allocate the funds in support of the goals and objectives.

1. **AWARD PROCEDURES**

An award, if made, will be made to the highest scoring Proposal. A maximum of one (1) award may be made. If there are two or more Proposals with the same total score, the tie will be broken by a coin toss administered by the Commission.

Prior to awarding the contract, a Notice of Intent to Award will be posted on Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) for a period of no less than five (5) working days.

1. **AGREEMENT EXECUTION AND PERFORMANCE**

Performance shall start on the date set by Commission 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, upon five (5) days written notice to the Contractor, the Commission reserves the right to terminate the agreement. All performance under agreement shall be completed on or before the termination date of the agreement. The current term of the agreement is three (3) years and three (3) months. The Commission reserves the right to negotiate minor provisions of the contract, including allocation of the amounts in the proposed budget. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

## SCOPE OF WORK

1. **CONTRACTOR RESPONSIBILITIES**

The statewide contractor will conduct statewide and local level activities that advocate for the critical mental and behavioral health needs of the Population. The Contractor will be responsible to represent the needs of the Population through state-level advocacy, representation, and policy engagement. The Contractor will work in conjunction with local level entities, where applicable, which serve the Population to conduct training and outreach activities, and advocacy meetings at the local level.

Effective implementation of this contract will require regular reporting, meetings, and updates between the Contractor and the Commission Staff.

1. **ADVOCACY**

Contractor shall conduct advocacy activities at the local and state levels that address the critical mental health needs of the Population.

* 1. **State Level Advocacy Activities**
		1. Conduct advocacy activities at the state level that elevate the mental and behavioral health needs of the Population to state level decisionmakers and uplift community voice and local stories to the State Legislature.
		2. Advocate for statewide policy initiatives and legislation that will have the largest impact and bring positive outcomes for the mental health needs of the Population.
		3. Increase statewide advocacy on the rural communities of the Population or those who reside outside of metropolitan areas.
		4. These activities shall be designed to inform state level decision-makers and decision-making bodies on the socioeconomic risk factors, barriers, and challenges that negatively affect the abilities of the Population to receive culturally appropriate and effective mental health services.
		5. State level decision-makers and decision-making bodies include State Legislature, members of the California State Assembly and Senate and their staff, and California state agencies.
	2. **St****atewide Advocacy Event**

The Contractor is required to host an annual Statewide Advocacy event (e.g., Day at the Capitol, legislative visits) that incorporates the Population community members advocating to and connecting with State level leaders and administrators in order to learn about the specific mental health needs of the Population, and to show the Statewide support for the Population. Contractor is required to plan the event, host the event and follow-up with after-event activities as described below.

* 1. **Local Level Advocacy Activities**

Contractor is required to represent the needs of the Population at the local level by conducting activities and utilizing strategies that target local decision-making entities which may include:

* + - 1. County Board of Supervisors,
			2. County Behavioral Health Departments (BHD),
			3. Community Program Planning Processes (CPP),
			4. Ethnic Service Managers,
			5. Behavioral Health Advisory Boards,
			6. Local Mental Health Boards,
			7. MHSA Steering Committees, or
			8. Other Local Level leaders
1. Conduct meetings, activities, and events that encourage engagement and collaboration between local decision-making entities and community members and leaders.
2. Create opportunities for members of the Population to influence local policies and decisions regarding mental and behavioral health.
3. Increase attention on the mental health needs and challenges of the rural communities in the region among local decision-making entities.
4. Document the socioeconomic factors that contribute to the mental and behavioral health issues in the region to bring to the state-level.
	1. **Local Level Entity (LLE)**

Contractor shall be required to contract with at least one (1) Local Level Entity (LLE) in each of the five (5) mental health regions (Superior, Central, Bay Area, Southern, and Los Angeles), that is currently providing services or advocacy support to the Population in order to bolster regional and local advocacy efforts and activities, and to strengthen the capacity of each LLE through funding and technical assistance.

* + 1. The LLE must have a physical presence in the county/region where the activity will be conducted. Contractor is only required to work with each contracted LLE once during the contract term but has the discretion to work with an LLE as many times as they deem necessary to meet their contractual obligations.
		2. Funding for LLEs will be drawn from the funds awarded to the statewide advocacy organization. The statewide advocacy organization may determine the final amount to be paid to the LLE, but the amount can be no less than five thousand dollars ($5,000).
		3. The LLEs will assist in the advocacy, training, and outreach activity deliverables by organizing meetings with local leaders in mental health policy making and with other local decision-making entities as listed above. In addition, assist with the event planning and outreach efforts in their regions. Additionally, the LLE shall connect the statewide Contractor to community members and leaders.
		4. The Minimum Qualifications of the LLE are:
			1. Have been in existence for at least one year and have experience and capacity to engage local leaders in mental health and to assist in the planning and implementation of an outreach activity for the Population.
			2. Have established connections with the Population in their community and possess familiarity with other organizations within their respective regions.
			3. LLE restrictions:
				1. An LLE cannot be a for-profit entity.
				2. Proposers who have local-level affiliates, which are physically located in other regions of the state, may contract with up to five (5) such affiliates as an LLE. The affiliate must be located in the region where the activity will take place.
		5. Any additional services required of the LLE will be defined and agreed upon between the Contractor and LLE.
1. **TRAINING AND EDUCATION**

Contractor is required to provide training and education for behavioral health service providers, professionals, peer workers, and others who serve the Population to be more aware of and to more effectively meet the needs of the Population with an emphasis on reducing disparities and increasing services in rural communities. Contractor shall also conduct training and education activities for recipients of mental health services.

1. Contractor is required to conduct trainings and provide education for mental health providers, clinicians, therapists, peer workers, and other professionals who serve the Population’s mental health needs.
	1. Training and education activities are required to be designed to increase awareness of the mental health needs of diverse and rural communities.
	2. Activities are required to focus on the skills and knowledge necessary to meet the unique needs of the Population.
	3. Training for county behavioral health staff and county representatives shall emphasize shared decision making and equity in the facilitation of public discussion.
	4. Training and education planning, design, and implementation shall include community members of the Population to maximize effectiveness in increasing awareness and meeting the needs of the Population.
	5. Training and education activities shall include interpretation and translation training to meet the language needs of the Population.
	6. Training and education plans shall include basic and/or beginner level education courses to increase accessibility into serving the Population for other service providers, such as law enforcement, first responders, and emergency room clinical staff.
2. **OUTREACH AND ENGAGEMENT**

Contractor is required to conduct and implement outreach and engagement strategies through the coordination and facilitation of strategically designed activities, events, and published materials such as roundtables, workshops, listening sessions, written materials, digital media, etc., to connect and inform community members, peers, community partners and entities serving the Population.

1. Plan and implement outreach and engagement activities and events to create opportunities for community members to connect and engage with each other, increase awareness of available services, and develop the capacity of community members to self-advocate.
2. Outreach and engagement activities shall provide opportunities for the Population to become involved in advocacy and gain the skills and experience to advocate for advocating for their mental health needs at the community, local, and state levels.
3. Contractor shall address misinformation, lack of information and lack of education in relation to mental health needs and challenges.
4. Outreach and engagement strategies shall leverage mediums that are relevant and accessible to the Population, such as television, radio, video, podcasts, etc.
5. Contractor shall build an easily accessible library of materials to access, learn from, and share with others.
6. **MEETINGS**
	1. Kick-Off Meeting
	2. The Contractor is required to attend a kickoff meeting with the Commission Contract Manager. The Contractor’s Project Manager and other key staff shall attend this meeting to discuss the administrative (e.g., finalizing dates), fiscal (e.g., payment milestones), and technical aspects (e.g., reports) of this contract. The Commission will designate the date and location of this meeting.
7. Contract Meetings
	1. The Contractor is required to meet regularly with Commission project staff and provide updates on deliverables and inform staff and updates. Commission project staff will determine meeting intervals for Contract Meetings and will work with Contractor to schedule the meetings.
8. Collaboration Meetings
	1. The Contractor is required to attend periodic in-person collaboration meetings with other Contractors to be held at a time and place as determined by the Commission. The purpose of these meetings will be to bring together advocacy contractors to report on current activities, discuss upcoming projects and plans, and to identify areas for potential collaboration.
9. Other Interactions with the Commission
	1. The Contractor is required to engage in ongoing communication with the Commission and relevant constituents regarding progress within all facets of this project. Contractor shall be prepared to do the following:
		1. Maintain ongoing interaction with Commission staff and other Commission constituents,
		2. Participate in briefing calls with Commission staff to discuss project progress and the status of Deliverables,
		3. Provide updates and presentations to Commission committee members and Commissioners, and,
		4. Develop and provide a plan for dissemination of Deliverables to Commission community partners and other interested parties.
10. **REPORTS**

The contractor is required to provide the following reports:

* 1. Annual Report
		1. The Annual Report will communicate and highlight the voices and experiences of the Population and effectively inform state decisionmakers on the critical mental health needs.
		2. These reports shall be created in the medium or format that is most relevant and accessible for the Population. Possible formats the Contractor may use include written reports, digital video, and recorded audio (i.e., podcasts or audiobooks).
		3. The content of the Annual Report must include at minimum:
			1. The experiences of the Population, including members of rural communities, as a result of the current state of mental health services available,
			2. Description of effective, evidence-based programs, initiatives, and approaches that meet the needs of the Population.
		4. This report shall be submitted 30 days after the end of each contract year.
	2. Quarterly Reports
		1. Contractor will be provided with the Quarterly Report template which will be submitted 30 days after the end of the previous contract quarter.
		2. These reports are to outline the planning efforts underway for all activities in the Contractor Workplan and report on outcomes of each completed activity. Reporting will have emphasis on qualitative data and narratives to allow Contractor to capture the experience and voice of the community members more fully. The quarterly report shall include the following:
			1. Narrative on the progress and status of advocacy, training and education, and outreach and engagement activities which include (if applicable):
			2. Status of LLE partnerships, including progress on subcontracting, LLE deliverables, and LLE payment. Contractor update on LLE partnerships will include the following:
			3. Status of Statewide Advocacy Event planning and implementation including (if applicable):
			4. Update on Additional State Level Support activities that have been initiated by Commission or Contractor.
			5. Legislative Summary
				1. Contractor is required to inform Commission staff on legislation being tracked throughout the California legislative cycle each year. The purpose of the Legislative Summary is to inform the Commission of legislation that would have substantial impact on the mental and behavioral health needs of the Population.
1. **ADDITIONAL STATE LEVEL SUPPORT**

Each contract year, a total of $10,000 of the $670,000 (approx. 1.5%) will be allocated towards supporting additional state level projects or initiatives which are not part of the proposed plan/strategy. The use of the additional funding may be initiated by the Commission or proposed by the Contractor. The Commission and Contractor must agree on the scope of work.

1. **SUBCONTRACTOR REPLACEMENT**

The Contractor is required to use all subcontractors (e.g., LLE) listed in their proposal. If, during the contract term, Contractor desires to replace a subcontractor, the Contractor must obtain prior approval from the Commission before making such a change. In such an event, the Commission requires that the Contractor state the reason for the change and, with the Commission’s approval, modify the plan to ensure all contractual obligations are met and in accordance with the contract schedule.

## INFORMATION REQUIRED IN THE PROPOSAL

The following information is required for all Proposals. Attachments are provided to respond to all of the requirements. The fields are expandable. Proposers must provide a response to all requirements. Responses should be succinct and to the point of responding to the requirement. There are no additional points for the length of a response. If there is a requirement that a Proposer deems “Not Applicable,” the Proposer must respond that the requirement is “Not Applicable” and provide a reason to support the statement.

1. **PROPOSAL COVER SHEET (ATTACHMENT 1)**
	1. Enter the Proposer’s Name and other requested information.
	2. Provide the signature of someone authorized by the organization to enter into a contract. Electronic signatures are accepted.
	3. Provide a Program Coordinator contact designated to receive all communications.
2. **MINIMUM QUALIFICATIONS (ATTACHMENT 2)**

Each of the minimum qualifications below must be met by the Proposer. The Proposer is required to include supporting documentation that verifies each qualification and reference this documentation within the Proposal.

1. Be an established statewide organization which has been in operation for 2 years and has experience with programs and services related to the unique mental health needs of the Population,
2. Be a non-profit organization, registered to do business in California,
	1. Evidence that Proposer is registered and has a current active status with the California Secretary of State to do business in California is required. SOS certification can be found at <https://bizfileonline.sos.ca.gov/search/business>. The registration can be pending at the time of proposal submission but must be complete by the time at which a contract is awarded.
3. At least 50% of the paid staff, board members, or advisory board members identify as members of the Population.
4. **DESIRED QUALIFICATIONS (ATTACHMENT 3)**

Provide a response and support for the following desirable qualifications of the Proposer:

1. Have experience and capacity to subcontract with, provide technical assistance to, and support local community-based organizations,
2. Have experience and familiarity with evaluating mental health programs and state policy outcomes.
3. **PROPOSER BACKGROUND (ATTACHMENT 4)**

Provide responses to the following:

1. Describe what your organization does to advocate for the mental health and wellness needs of the Population.
2. Which counties, regions, or areas of the State does your organization serve?
3. Which counties does your organization have a branch/physical location?
	1. Provide support.
4. How does your organization determine where service gaps may exist for the Population that is served?
5. What are the specific outcomes is your organization working towards?
6. What does your organization measure and/or what type of data is collected to determine the effectiveness of the approach?
7. What methods or approaches does your organization use to evaluate existing mental health programs and/or state policies?
8. How long has your organization been in existence?
	1. Provide support.
9. How many staff are employed by your organization? This does not include volunteers or contractors.
	1. Provide support.
10. How many paid staff identify as members of the Population? This does not include volunteers or contractors.
	1. Provide support.
11. **PROPOSED PROGRAM PLAN/STRATEGY (ATTACHMENT 5)**
12. State Level Advocacy Strategy Plan
	1. Provide an overall State Level Advocacy strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term.
	2. In addition,
		1. Provide a detailed list of activities or series of activities that will occur as part of this strategy plan.
		2. Explain why this approach is the best approach in meeting the needs of the Population.
		3. What specific needs will be addressed?
		4. How was it determined that these are the needs that need to be addressed?
		5. How does this approach address disparities, including within rural communities?
		6. What is expected to be achieved from the plan?
		7. How will the success and effectiveness of your plan be measured?
		8. What metrics will be captured to support the success and effectiveness of your plan?
		9. Provide a high-level timeline of when the specific activities will occur and the estimated completion date.
13. Local Level Advocacy Strategy Plan
	1. Provide an overall Local Level Advocacy strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term.
	2. In addition,
		1. Provide a detailed list of activities or series of activities that will occur as part of this strategy plan.
		2. Explain how Local Level Entities (LLE) will be used and their roles and responsibilities.
			1. How will the partnerships with LLEs benefit your plan?
		3. Explain why this approach is the best approach in meeting the needs of the Population.
		4. What specific needs will be addressed?
		5. How was it determined that these are the needs that need to be addressed?
		6. How does this approach address disparities, including within rural communities?
		7. What is expected to be achieved from the plan?
		8. How will the success and effectiveness of your plan be measured?
		9. What metrics will be captured to support the success and effectiveness of your plan?
		10. Provide a high-level timeline of when the specific activities will occur and the estimated completion date.
14. Training and Education Strategy Plan
	1. Provide an overall Training and Education Plan strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term.
	2. In addition,
		1. Provide a detailed list of activities or series of activities that will occur as part of this strategy plan.
		2. Explain how Local Level Entities (LLE) will be used and their roles and responsibilities.
			1. How will the partnerships with LLEs benefit your plan?
		3. Explain why this approach is the best approach in meeting the needs of the Population.
		4. What specific needs will be addressed?
		5. How was it determined that these are the needs that need to be addressed?
		6. How does this approach address disparities, including within rural communities?
		7. What is expected to be achieved from the plan?
		8. How will the success and effectiveness of your plan be measured?
		9. What metrics will be captured to support the success and effectiveness of your plan?
		10. Provide a high-level timeline of when the specific activities will occur and the estimated completion date.
15. Outreach and Engagement Strategy Plan
	1. Provide an overall Outreach and Engagement strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term.
	2. In addition,
		1. Provide a detailed list of activities or series of activities that will occur as part of this strategy plan.
		2. Explain how Local Level Entities (LLE) will be used and their roles and responsibilities.
			* 1. How will the partnerships with LLEs benefit your plan?
		3. Explain why this approach is the best approach in meeting the needs of the Population.
		4. What specific needs will be addressed?
		5. How was it determined that these are the needs that need to be addressed?
		6. How does this approach address disparities, including within rural communities?
		7. What is expected to be achieved from the plan?
		8. How will the success and effectiveness of your plan be measured?
		9. What metrics will be captured to support the success and effectiveness of your plan?
		10. Provide a high-level timeline of when the specific activities will occur and the estimated completion date.
16. **LOCAL LEVEL ENTITY (LLE) (ATTACHMENT 6)**

For each LLE that will be used, provide the following information:

* 1. Organization Name
	2. Organization Address (must be in the area where the activity/event will be held)
	3. Organization Contact (Name, Title, Email)
	4. Provide support that the Organization meets the Minimum Qualifications for an LLE
		1. Have been in existence for at least one (1) year and have experience and capacity to engage local leaders in mental health and to assist in the planning and implementation of an outreach activity for the Population.
		2. Have established connections with the Population in their community and possess familiarity with other organizations within their respective regions.
		3. Organization is not a for-profit entity.
		4. Note - Proposers who have local-level affiliates, which are physically located in other regions of the state, may contract with up to five (5) such affiliates as an LLE. The affiliate must be located in the region where the activity/event will take place.
	5. Documented Relationship - Provide documentation for this commitment and relationship to this LLE. (e.g., MOU, Letter between the organizations verifying the commitment to use this organization, pay them at least the minimum amount identified in the RFP, etc.). Documentation must be signed by both parties.
	6. State the amount being paid to this LLE.
1. **STATEWIDE ADVOCACY EVENT (ATTACHMENT 7)**

For each event required under this RFP (3 State Level Advocacy events), the Proposer shall provide the following information:

1. Event Name
	1. Enter the unique name of the Event.
2. Event Location
	1. Enter the proposed location of the event. The location can be specific to an actual physical location (e.g., school name) or a geographic location (e.g., city or county.)
	2. Explain why this location was chosen.
3. Event Date
	1. Enter date (Month and Year)
4. Event Description
	1. Provide a narrative describing the proposed event.
	2. Provide a detailed list of the activities that will be available at the event.
5. What is the expected outcome(s) from this Activity?
6. **LOCAL LEVEL ACTIVITY (ATTACHMENT 8)**

For each Local Level Activity proposed, the Proposer shall provide the following:

1. List Activity Name or Title.
2. Proposed date(s) for the activity.
3. Identify the type of activity as either Advocacy, Training and Education, or Outreach and Engagement.
4. Describe the proposed activity, including, but not limited to:
	1. Where will the activity take place (City or county at minimum, address is acceptable too, if known).
	2. Why was this location selected?
	3. Why was this activity selected?
	4. How will diverse populations be engaged to participate.
	5. What is the expected outcome(s) from this Activity?
	6. Other information, not presented, that is critical to understand the value, benefit, and/or importance of the activity.
	7. Which LLE will be used and explain their role and responsibility for the activity.

Note – For the purposes of this RFP, Social Media is not considered a Local Level Activity.

1. **COST SHEET (ATTACHMENT 9)**

Proposer is required to present a Cost Sheet that identifies how all of the funds will be spent in completing the goals and objectives of this RFP. Refer to Cost Worksheet Instructions (**ATTACHMENT 9-1**) to complete the budget.

At a minimum, the proposed budget shall identify the following line items and the cost for each:

1. Each Proposed Activity (e.g., Local Level Activity).
2. State Level Advocacy Event.
3. LLEs and Other Sub-contractors.
	1. Any contractor hired or enters into an agreement with the Proposer and is paid from these funds is considered a sub-contractor of this contract.
4. Annual Report.
	1. Including a professionally made video.
5. Quarterly Report.
6. Collaboration Meetings.

If staff are hired, their costs should be allocated to each of the above line items in proportion to their work on those activities.

Proposer is required to propose annual costs for the three-year term of this agreement. Costs for Year 1 cannot exceed $700,000 to ensure costs are not front-loaded in this agreement.

The Commission reserves the right to negotiate the final allocation of costs for the proposed Activities/Deliverables before contract execution if the Commission determines that they are not reasonable or consistent with the Commission’s allocation of funds from the State budget.

1. **REFERENCES (ATTACHMENT 10 and 11)**

The Proposer is required to provide four (4) References as follows: two (2) References shall be from organizations for which the Proposer has worked with in providing state and/or local advocacy for the identified population (**ATTACHMENT 10, References (Organization)**); and two (2) References shall be from individuals within the identified population, who have received training and education, and/or outreach and engagement from the Proposer related to mental health needs, and are not a family member of a board member and/or employee of the Proposer, or employed by the Proposer (**ATTACHMENT 11, References (Recipient of services)**). All References shall be from activities performed within the last two (2) years.

The References provided must be able to attest to the Proposer’s ability in meeting the desirable qualifications. The References will fill out Attachment 10 or 11, sign the document and return to the Proposer to be submitted as part of the Proposal.

1. **BIDDER DECLARATION (GSPD-05-105) (ATTACHMENT 12)**

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>. This document will be used to identify all subcontractors in the proposal.

1. **CONTRACTOR CERTIFICATIONS CLAUSES (CCC-307) (ATTACHMENT 13)**

Required certification to enter into a contract with the State.

1. **DARFUR CONTRACTING ACT CERTIFICATIONS (ATTACHMENT 14)**

Effective January 1, 2009, Public Contract Code sections 10475, et. seq.; Stats. 2008, Ch. 272, requires that all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq*.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a Proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or Proposal to a State agency. (See option #1 on **ATTACHMENT 14**).

A scrutinized company may still, however, submit a bid or Proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See option #2 on **ATTACHMENT 14**).

1. **PAYEE DATA RECORD (STD 204) (ATTACHMENT 15)**

The Payee Data Record (STD 204) is required to receive a payment from the State of California and is completed in lieu of an IRS W-9 or W-7. The information provided is used to populate the check (warrant) when payments are made. In addition, the information is used for California state agencies to prepare Information Returns (Form 1099)

## APPENDICES

Appendices are not required to be submitted with your proposal but provides additional information about the RFP.

1. **APPENDIX 1: SAMPLE CONTRACT**

An example of the resulting contract that will be awarded. Nothing is required to be done at this time in responding to the RFP:

1. EXHIBIT A – Scope of Work, includes the scope of work to be performed under this contact, contact information for the duration of the contract, contract term, deliverables, termination and amendment clauses. The Proposal will be included by reference in this Exhibit.
2. EXHIBIT B – Budget Detail and Payment Provisions include the invoicing and payment process and budget contingency clause, which states that the contract is in force as long as the budget is appropriated to cover this contract. Since the contract covers multiple fiscal years, funds need to be approved as part of the Governor’s annual budget at the start of each fiscal year.
3. EXHIBIT C – General Terms and Conditions are the rules covering this contract and are standard language on all non-information technology contracts.
4. **APPENDIX 2: LISTENING SESSIONS**

Information gathered from the Commission’s listening session and community engagement for LGBTQ+. This information was used with other information to develop the goals and objectives of this RFP.

## PROPOSER INSTRUCTIONS

1. **PROPOSER ADMONISHMENT**

This solicitation will follow an approach designed to increase the likelihood that proposers have a full understanding of the requirements before attempting to develop their proposal.

It is the proposer’s responsibility to:

* + - 1. Carefully read the entire solicitation,
			2. Ask appropriate questions in a timely manner, if clarification is necessary,
			3. Submit all required responses by the deadlines,
			4. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed, and
			5. Carefully re-read the entire solicitation before submitting an application.

Proposals are to be prepared in such a way as to provide a straightforward, concise explanation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Proposers are encouraged to submit their proposal in either a Word format or a searchable PDF format. Proposers are responsible for ensuring all pages, attachments and signatures are included in the proposal. In addition, Proposer is responsible for ensuring all pages on the Proposal are legible.

Proposals must comply with all RFP requirements. Before submitting a response to this RFP, Proposers should review the Proposal, correct all errors, and confirm compliance with the RFP requirements. Not complying with the RFP requirements is cause for a Proposal to be rejected. The Commission reserves the right to contact a proposer about any errors and/or omissions in the Proposal.

1. **WRITTEN QUESTIONS**

Written questions must be submitted by email to procurements@mhsoac.ca.gov, using ATTACHMENT 17, Questions Template. Email subject line shall be: RFP LGBTQ+-003. Only questions submitted in writing and answered in writing by the Commission shall be binding and official. All written questions submitted by the deadline, specified in the Key Action Dates (Table 4-1), will be responded to by the Commission. At its discretion, the Commission reserves the right to contact a proposer to seek clarification of any inquiry received.

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

The Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) will be the official means to communicate with prospective proposers. Information and ongoing communications for this solicitation will be posted on the website.

1. **SOLICITATION DOCUMENT**

This solicitation document includes, in addition to an explanation of the Commission’s requirements which must be met, instructions which prescribe the format and content of bids to be submitted and the model of the contract to be executed between the Commission and the successful proposer.

If an proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the proposer shall immediately notify the Commission at the email address listed in section 7.C. of such error in writing and request clarification or modification of the document.

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

1. **CONFIDENTIALITY**

Proposer’s material becomes public only after the Notice of Intent to Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the California Public Records Act, Government Code Section 6250 et seq., the Commission will independently assess whether it is exempt from disclosure.

The Proposer should be aware that marking a document “confidential” or “proprietary” in a bid may exclude it from consideration for award and will not keep that document from being released after Notice of Intent to Award as part of the public record.

1. **ADDENDA**

The Commission may modify the solicitation prior to contract award by issuance of an addendum. The addendum will be published on the Commission’s website.

1. **RFP CANCELLATION**

If it is in the State’s best interest, the Commission reserves the right to do any of the following:

1. Cancel this RFP;
2. Amend this RFP as needed; or
3. Reject any or all Proposals received in response to this RFP.
4. **PROPOSER’S COST**

Costs for developing the proposal is the responsibility entirely of the proposer and shall not be chargeable to the Commission.

1. **SIGNATURE OF BID (PROPOSAL)**

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

1. **FALSE OR MISLEADING STATEMENTS**

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

1. **DISPOSITION OF PROPOSALS**

All materials submitted in response to this solicitation will become the property of the State of California and will be returned only at the Commission’s option and at the proposer’s request. A copy of the proposal shall be retained for official files and will become a public record after the Notice of Intent to Award is posted. However, materials the Commission considered as confidential information will be returned upon request of the proposer.

1. **MODIFYING OR WITHDRAWAL OF PROPOSAL**

A Proposer may, by letter to the Procurement Official, withdraw or modify a submitted Proposal before the deadline to submit Proposals. Proposals cannot be changed after the deadline to submit.

1. **IMMATERIAL DEFECT**

The Commission may waive any immaterial defect or deviation contained in a Proposer’s Proposal. The Commission’s waiver shall in no way modify the Proposal or excuse the successful Proposer from full compliance.

1. **PROTEST**

This RFP is solicited in accordance with the Welfare and Institutions Code Section 5897(f) which exempts the Commission from the Public Contract Code and the State Administrative Manual and the Department of General Services approval. Therefore, the provisions to protest the award of a contract under this RFP shall be as stated below.

There is no basis for protest if the Commission rejects all proposals based on the best interest of the State or if the Commission cancels the RFP. Only a Proposer who submitted a proposal to this RFP may protest the award of a contract under this RFP.

An Intent to Protest letter from a Proposer must be received at the following address no later than 3:00pm (Pacific Time) five (5) working days from the date of the posting of Notice of Intent to Award. The only acceptable delivery method for Intent to Protest letter is by a postal service (United States Post Office, Federal Express, etc.). The Intent to Protest letter cannot be hand delivered by the Proposer, faxed, or sent by electronic mail. Any Intent to Protest letter received without an original signature and/or by a delivery method other than a postal service will not be considered.

Include the following label information and deliver your Intent to Protest, in a sealed envelope:

Proposer Name

Street Address

City, State, Zip Code

INTENT TO PROTEST

RFP LGBTQ+-003

Tom Orrock

Mental Health Services Oversight & Accountability Commission

1812 9th Street, Sacramento, California 95811

Within five (5) working days from the date the Commission receives the Intent to Protest letter, the protesting Proposer must file with the Commission at the above address a Letter of Protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, Federal Express, etc.). The Letter of Protest cannot be hand delivered by the Proposer, faxed or sent by electronic mail. Any Letter of Protest received without an original signature and/or by a delivery method other than a postal service will not be considered.

The Letter of Protest must describe the factors that support the protesting Proposer’s claim that the protesting Proposer would have been awarded the contract had the Commission correctly applied the prescribed evaluation rating standards in the RFP or if the Commission had followed the evaluation and scoring methods in the RFP. The Letter of Protest must identify specific information in the Proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original Proposal. The Letter of Protest cannot protest the scoring of another Proposer’s proposal.

If a Letter of Protest is filed, the contract shall not be awarded until the Commission has reviewed and resolved the protest.

The Executive Director of the Commission will render a decision in writing to the Protest and the decision will be considered final. The written decision will be sent to the protesting Proposer via a postal service.

## SUBMISSION INSTRUCTIONS

This section contains the format requirements and instructions on how to submit an application. The format is prescribed to assist the proposer in meeting State bidding requirements and to enable the Commission to assess each application uniformly and fairly. Proposer must follow all application format instructions, answer all questions, and supply all required documents.

1. **REQUIRED DOCUMENTS**

Applications must include all required attachments organized in the following order:

Attachment 1: Proposal Cover Sheet

Attachment 2: Minimum Qualifications

Attachment 3: Desired Qualifications

Attachment 4: Proposer Background

Attachment 5: Proposed Program Plan/Strategy

Attachment 6: Local Level Entity (LLE)

Attachment 7: Statewide Advocacy Events

Attachment 8: Local Level Activities

Attachment 9: Cost Sheet

Attachment 10: References (Organization )

Attachment 11: References (Recipient of Services)

Attachment 12: Bidder Declaration (GSPD-05-105)

Attachment 13: Contractor Certification Clauses (CCC-307)

Attachment 14: Darfur Contracting Act Certification (if applicable)

Attachment 15: Payee Data Record (STD 204)

Attachment 16: Final Submission Checklist

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

1. **REQUIRED PROPOSAL FORMAT**

Proposals must be submitted electronically to:

procurements@mhsoac.ca.gov
Subject Line: RFP LGBTQ+-003

 Proposals may be submitted in either Word or PDF format. If submitting in PDF format, a readable PDF format is preferable. Proposals should have a Table of Contents and page numbers on each page. Proposals must comply with all RFP requirements. Before submitting a response to this RFP, Proposers should review the application, correct all errors, and confirm compliance with the RFP requirements. Not complying with all of the RFP requirements is cause for a proposal to be rejected.

Due to file size restrictions, please ensure the Proposal does not exceed 25mb in size. If it does, please consider reducing the size of the file, while still maintaining the integrity of the contents, or sending multiple files to complete your submission. If submitting multiple files. All files must be received by the date and time listed on the Key Action Dates in Section I.B. It is recommended that Proposer submit a follow-up email to ensure the Commission has received the complete Proposal submission.

1. **LATE SUBMISSIONS**

Late proposals will not be accepted. Proposers assume all risk of late submission. Proposals received after the deadline will be rejected without review. Incomplete submissions may also be rejected without review.

## PROPOSAL SCORING

Proposals will be evaluated and scored based on their response to the information requested in this RFP. All elements of the RFP require a response unless otherwise indicated. Evaluation will be conducted based on consensus scoring of the Evaluation Panel. The entire procurement process, from issuance of the RFP to the receipt of proposals, and scoring of the proposals until completion of the competitive process, with the issuance of the Intent to Award is confidential. All Proposals and the final evaluation and scoring sheet will be considered public documents upon completion of the competitive process and the issuance of the Notice of Intent to Award.

1. **ADMINISTRATIVE REVIEW**

Initially, each Proposal will be reviewed by the Commission for the presence of all required documents as listed in **Section 6.A.** This review will be scored on a pass/fail basis. Those Proposals that pass the Administrative Review move on to the Technical Review. Those Proposals that do not meet the requirements of Administrative Review will be deemed non-compliant and will not be eligible to receive an award. The review will be based on:

1. Attachment 1: Proposal Cover Sheet
2. Attachment 2: Minimum Qualifications
3. **TECHNICAL REVIEW**

Each Proposal will be evaluated and scored based on the Proposer’s indicated ability to successfully manage a program that meets the Scope of Work and all of the other requirements stated in the RFP. The Evaluation will be based on meeting all aspects of the following requirements:

1. Attachment 3: Desired Qualifications
2. Attachment 4: Proposer Background
3. Attachment 5: Proposed Program Plan/Strategy
4. Attachment 6: Local Level Entity (LLE)
5. Attachment 7: Statewide Advocacy Event
6. Attachment 8: Local Level Activity
7. Attachment 9: Cost Sheet
8. Attachment 10: References (Organization)
9. Attachment 11: References (Recipient of Services)

**Total Points Available:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| 1 | Administrative Review | Pass/Fail |
| 2 | Desired Qualifications | 1000 |
| 3 | Proposer Background | 2300 |
| 4 | Proposed Program Plan/Strategy | 12400 |
| 5 | Local Level Entity | 6900 |
| 6 | Statewide Advocacy Event | 3000 |
| 7 | Local Level Activity | 11500 |
| 8 | Cost Worksheet | 5000 |
| 9 | References | 2400 |
| **9** | **Total Evaluation Points** | **44500** |

**Evaluation Criteria**

The following criteria will be used, where applicable:

|  |  |  |
| --- | --- | --- |
| **No.** | **Criteria** | **Definition** |
| 1 | Clarity | The ease at which the information presented is understood. |
| 2 | Reasonableness | The reasonableness of the information presented being accomplished successfully and is in alignment with the requirement. |
| 3 | Alignment with current functions being performed by Proposer. | Focus is on activities that have proven successful in the past for the organization. |
| 4 | Alignment with the goal and objectives of this RFP. | Focus is on activities that support the stated goal and objectives of this RFP. |

**Scoring**

|  |  |  |
| --- | --- | --- |
| **Minimally addresses the requirement** | **Partially meets the requirement** | **Fully meets the requirement** |
| 1 | 3 | 5 |

Each Evaluation Criteria used will be given a score of 1, 3, or 5. Multiple Evaluation Criteria may be used for each requirement. See Evaluation Scoring Detail.

**Evaluation Scoring Detail**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| **DESIRED QUALIFICATIONS (Attachment 3)** |  |
| C.1. | Have experience and capacity to subcontract with, provide technical assistance to, and support local community-based organizations.*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each. Score will be multiplied by 50 to award max points. Maximum points available is 500 points (2 criteria x 5 points each x 50)* | 500  |
| C.2. | Have experience and familiarity with evaluating mental health programs and state policy outcomes.*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each. Score will be multiplied by 50 to award max points. Maximum points available is 500 points (2 criteria x 5 points each x 50)* | 500  |
| **PROPOSER BACKGROUND (Attachment 4)** |  |
| D.1. | Describe what your organization does to advocate for the mental health and wellness needs of the Population.*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100  |
| D.2. | Which counties, regions, or areas of the State does your organization serve?*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100  |
| D.3. | Which counties does your organization have a branch/physical location?*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100  |
| D.3.a. | Provide Support.*Scoring Criteria: 100 Points = 1 Unique Region200 Points = 2 Unique Regions300 Points = 3 Unique Regions400 Points = 4 Unique Regions500 Points = 5 Unique Regions* | 500  |
| D.4. | How does your organization determine where service gaps may exist for the Population that is served?*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 100 points (2 criteria x 5 points each x 10)* | 100 |
| D.5. | What are the specific outcomes is your organization working towards?*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100 |
| D.6. | What does your organization measure and/or what type of data is collected to determine the effectiveness of the approach?*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100 |
| D.7. | What methods or approaches does your organization use to evaluate existing mental health programs and/or state policies?*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 100 points (2 criteria x 5 points each x 10)* | 100 |
| D.8. | How long has your organization been in existence?*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100 |
| D.8.a. | Provide Support.*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 100 points (2 criteria x 5 points each x 10)* | 100 |
| D.9. | How many staff are employed by your organization? This does not include volunteers or contractors.*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100 |
| D.9.a. | Provide support.*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100 |
| D.10. | How many paid staff identify as members of the Population? This does not include volunteers or contractors.*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 100 points (1 criteria x 5 points each x 20)* | 100 |
| D.10.a. | Provide Support.*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 100 points (2 criteria x 5 points each x 10)* | 100 |
| **Direct Employment with the identified population** |  |
| 1. | Direct employment with the identified population.*Points will be awarded based on the ratio of paid staff identify as members of the Population (C.10.) compared to the total staff (C.9.) multiplied by the points available (500).**Calculation: Number of paid staff identify as members of the Population / Number of Total Staff x 500 points**(Example: Proposer A has 5 total staff. 4 of them are paid staff identify as members of the Population. Proposer A would be awarded the following points: 4 / 5 x 500 points = 400 points)* | 500 |
| **PROPOSED PROGRAM PLAN/STRATEGY (Attachment 5)** |  |
| E.1. | State Level Advocacy Strategy Plan |  |
| E.1.a. | Provide an overall State Level Advocacy strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 500 points (4 criteria x 5 points each x 25)* | 500 |
| E.1.b.1. | Provide a detailed list of activities or series of activities that will occur as part of this strategy plan.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| E.1.b.2. | Explain why this approach is the best approach in meeting the needs of the Population.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| E.1.b.3. | What specific needs will be addressed?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.1.b.4. | How was it determined that these are the needs that need to be addressed?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.1.b.5. | How does this approach address disparities, including within rural communities?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 15 to award max points. Maximum points available is 300 points (4 criteria x 5 points each x 15)* | 300 |
| E.1.b.6. | What is expected to be achieved from the plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.1.b.7. | How will the success and effectiveness of your plan be measured?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.1.b.8. | What metrics will be captured to support the success and effectiveness of your plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.1.b.9. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.2. | Local Level Advocacy Strategy Plan |  |
| E.2.a. | Provide an overall Local Level Advocacy strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 25 to award max points. Maximum points available is 500 points (4 criteria x 5 points each x 25)* | 500 |
| E.2.b.1. | Provide a detailed list of activities or series of activities that will occur as part of this strategy plan.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| E.2.b.2. | Explain how Local Level Entities (LLE) will be used and their roles and responsibilities.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.2.b.2.a) | How will the partnerships with LLEs benefit your plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.2.b.3. | Explain why this approach is the best approach in meeting the needs of the Population.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| E.2.b.4. | What specific needs will be addressed?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.2.b.5. | How was it determined that these are the needs that need to be addressed?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.2.b.6. | How does this approach address disparities, including within rural communities?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 15 to award max points. Maximum points available is 300 points (4 criteria x 5 points each x 15)* | 300 |
| E.2.b.7. | What is expected to be achieved from the plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.2.b.8. | How will the success and effectiveness of your plan be measured?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.2.b.9. | What metrics will be captured to support the success and effectiveness of your plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.2.b.10. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.3. | Training and Education Strategy Plan |  |
| E.3.a. | Provide an overall Training and Education strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 25 to award max points. Maximum points available is 500 points (4 criteria x 5 points each x 25)* | 500 |
| E.3.b.1. | Provide a detailed list of activities or series of activities that will occur as part of this strategy plan.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| E.3.b.2. | Explain how Local Level Entities (LLE) will be used and their roles and responsibilities.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.3.b.2.a) | How will the partnerships with LLEs benefit your plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.3.b.3. | Explain why this approach is the best approach in meeting the needs of the Population.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| E.3.b.4. | What specific needs will be addressed?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.3.b.5. | How was it determined that these are the needs that need to be addressed?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.3.b.6. | How does this approach address disparities, including within rural communities?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 300 points (4 criteria x 5 points each x 15)* | 300 |
| E.3.b.7. | What is expected to be achieved from the plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.3.b.8. | How will the success and effectiveness of your plan be measured?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.3.b.9. | What metrics will be captured to support the success and effectiveness of your plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.3.b.10. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.4. | Outreach and Engagement Strategy Plan |  |
| E.4.a. | Provide an overall Outreach and Engagement strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 25 to award max points. Maximum points available is 500 points (4 criteria x 5 points each x 25)* | 500 |
| E.4.b.1. | Provide a detailed list of activities or series of activities that will occur as part of this strategy plan.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| E.4.b.2. | Explain how Local Level Entities (LLE) will be used and their roles and responsibilities.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.4.b.2.a) | How will the partnerships with LLEs benefit your plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.4.b.3. | Explain why this approach is the best approach in meeting the needs of the Population.*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| E.4.b.4. | What specific needs will be addressed?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.4.b.5. | How was it determined that these are the needs that need to be addressed?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.4.b.6. | How does this approach address disparities, including within rural communities?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 15 to award max points. Maximum points available is 300 points (4 criteria x 5 points each x 15)* | 300 |
| E.4.b.7. | What is expected to be achieved from the plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.4.b.8. | How will the success and effectiveness of your plan be measured?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.4.b.9. | What metrics will be captured to support the success and effectiveness of your plan?*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| E.4.b.10. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date*Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 200 points (4 criteria x 5 points each x 10)* | 200 |
| **LOCAL LEVEL ENTITY (Attachment 6)** |  |
|  | For each LLE that will be used, provide the following information: |  |
| F.1. | Organization Name*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 2 to award max points. Maximum points available is 150 points (Up to 15 LLEs x 1 criteria x 5 points each x 2)* | 150 |
| F.2. | Organization Address (must be in the area where the activity/event will be held)*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 2 to award max points. Maximum points available is 150 points (Up to 15 LLEs x 1 criteria x 5 points each x 2)* | 150 |
| F.3. | Organization Contact (Name, Title, Email)*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 2 to award max points. Maximum points available is 150 points (Up to 15 LLEs x 1 criteria x 5 points each x 2)* | 150 |
| F.4. | Provide support that the Organization meets the Minimum Qualifications for an LLE |  |
| F.4./F.5. | F.4a. Have been in existence for at least one (1) year and have experience and capacity to engage local leaders in mental health and to assist in the planning and implementation of an outreach activity for the Population.b. Have established connections with the Population in their community and possess familiarity with other organizations within their respective regions.c. Organization is not a for-profit entity.F.5 Documented Relationship - Provide documentation for this commitment and relationship to this LLE. (e.g., MOU, Letter between the organizations verifying the commitment to use this organization, pay them at least the minimum amount identified in the RFP, etc.). Documentation must be signed by both parties.*Scoring Criteria: For each unique Local Level Entity identified that meets the minimum qualifications; is located in the area where the activity will be held; and is fully supported with signed documentation of the commitment to use this organization, including the minimum payment amount required in this RFP will receive 400 points. Maximum points available is 6,000 points (Up to 15 LLEs x 400 points each)* | 6000 |
| F.6. | State the amount being paid to this LLE.*Scoring Criteria: Clarity. Each criteria is worth 5 points each. Score will be multiplied by 6 to award max points. Maximum points available is 450 points (Up to 15 LLEs x 1 criteria x 5 points each x 6)* | 450 |
| **STATEWIDE ADVOCACY EVENT (Attachment 7)** |  |
|  | For each event required under this RFP (3 State Level Advocacy events), the Proposer shall provide the following information: |  |
| G.1.a. | Enter the unique name of the Event*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 120 points (3 events will be scored x 2 criteria x 5 points each x 4)* | 120 |
| G.2.a. | Enter the proposed location of the event. The location can be specific to an actual physical location (e.g., school name) or a geographic location (e.g., city or county.)*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 120 points (3 events will be scored x 2 criteria x 5 points each x 4)* | 120 |
| G.2.b. | Explain why this location was chosen.*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 300 points (3 events will be scored x 2 criteria x 5 points each x 10)* | 300 |
| G.3.a. | Enter date (Month and Year)*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 120 points (3 events will be scored x 2 criteria x 5 points each x 4)* | 120 |
| G.4.a. | Provide a narrative describing the proposed event.*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 780 points (3 events will be scored x 2 criteria x 5 points each x 26)* | 780 |
| G.4.b. | Provide a detailed list of the activities that will be available at the event.*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 780 points (3 events will be scored x 2 criteria x 5 points each x 26)* | 780 |
| G.5. | What is the expected outcome(s) from this Activity?*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 780 points (3 events will be scored x 2 criteria x 5 points each x 26)* | 780 |
| **LOCAL LEVEL ACTIVITY (Attachment 8)** |  |
|  | For each Local Level Activity that is proposed, provide the following: |  |
| H.1. | List Activity Name or Title*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| H.2. | Proposed date(s) for the activity*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| H.3. | Identify the type of activity as either Advocacy; Training and Education; or Outreach and Engagement*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| H.4. | Describe the proposed activity, including, but not limited to:*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1000 points (up to 25 activities will be scored x 2 criteria x 5 points each x 4)* | 1000 |
| H.4.a. | Where will the activity take place (City or county at minimum, address is acceptable too, if known)*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| H.4.b. | Why was this location selected?*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| H.4.c. | Why was this activity selected?*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,000 points (up to 25 activities will be scored x 2 criteria x 5 points each x 4)* | 1000 |
| H.4.d. | How will diverse populations be engaged to participate?*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 6)* | 1500 |
| H.4.e. | What is the expected outcome(s) from this Activity?*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,000 points (up to 25 activities will be scored x 2 criteria x 5 points each x 4)* | 1000 |
| H.4.f. | Other information, not presented, that is critical to understand the value, benefit, and/or importance of the activity*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,000 points (up to 25 activities will be scored x 2 criteria x 5 points each x 4)* | 1000 |
| H.5.g. | Which LLE will be used and explain their role and responsibility for the activity.*Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,000 points (up to 25 activities will be scored x 2 criteria x 5 points each x 4)* | 1000 |
| **Local Level Activities** |  |
| 1. | Local Level Activities in each of the five (5) Regions*If the Proposal does not meet the requirement of having at least one (1) Local Level Activity in each of the five (5) Regions, the Proposal will receive no points for any of the proposed Local Level Activities* | Comment |
| 2. | Local Level Activities in Multiple Regions.*Points will be awarded for more than one Local Level Activity is planned for two (2) or more regions**Points available:**More than one Local Level Activity in 2 Regions – 400**More than one Local Level Activity in 3 Regions – 800**More than one Local Level Activity in 4 Regions – 1,200**More than one Local Level Activity in 5 Regions – 1,500* | 1500 |
| **Local Level Entities Support** |  |
| 1. | Support for Local Level Entities *Points will be awarded based on total payments to LLEs compared to other Proposers bids. Maximum points will be awarded to proposers who pays the most to LLEs compared to the other Proposals.**Maximum points available is 1,000**Calculation is as follows:**(Proposed Payment to LLEs / Highest Proposed payment to LLEs out of all Proposals x 1,000 Points)* | 1000 |
| **COST SHEET (Attachment 9)** |  |
|  | Cost Sheet (Budget) | 5000 |
| **REFERENCES (Attachments 10 and 11)** |  |
| 1 | Reference 1 (Organization)*(Max 500 points available. Calculated: Reference may score up to 35 points (7 categories at 5 points max for each). Reference score will be multiplied by 20 to award max points)* | 700 |
| 2 | Reference 2 (Organization) *(Max 500 points available. Calculated: Reference may score up to 35 points (7 categories at 5 points max for each). Reference score will be multiplied by 20 to award max points)* | 700 |
| 3 | Reference 3 (Recipient of services) *(Max 500 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 20 to award max points)* | 500 |
| 4 | Reference 4 (Recipient of services) *(Max 500 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 20 to award max points)* | 500 |
|  |  |
| **TOTAL EVALUATION POINTS** | **44500** |

NOTE – Cost is not a factor in the evaluation of these proposals as the full amount of funds available will be disbursed to the winning proposal.

## ATTACHMENT 1: PROPOSAL COVER SHEET

Provide the information below.

|  |
| --- |
| Proposer Name |
|  |
| Proposer Address and Telephone Number |
|  |
| Name of Authorized Signor (Print) |
|  |
| Signature of Authorized Signor | Date |
|  |  |

I HEREBY CERTIFY under penalty of perjury that I have the authority to sign this proposal on behalf of the named Proposer above and that all information provided in this proposal is true and accurate.

I further understand and agree to accept and comply with all the requirements in the RFP and related documents. In addition, if there is any false information in the proposal that it is grounds for the proposal to be rejected, and if any false information comes to light after contract award, that it is grounds for the contract to be terminated immediately.

Program Coordinator Contact Information

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Email: |  |
| Phone Number: |  |

## ATTACHMENT 2: MINIMUM QUALIFICATIONS

|  |  |  |
| --- | --- | --- |
| Qualification | Yes/No | Documentation Provided: |
| 1. Be an established statewide organization which has been in operation for 2 years and has experience with programs and services related to the unique mental health needs of the Population
 | [ ]  Yes[ ]  No |  |
| 1. Be a non-profit organization, registered to do business in California;
	1. Evidence that Proposer is registered and has a current active status with the California Secretary of State to do business in California is required. SOS certification can be found at <https://bizfileonline.sos.ca.gov/search/business>
 | [ ]  Yes[ ]  No |  |
| 1. At least 50% of the paid staff, board members, or advisory board members identify as members of the Population.
 | [ ]  Yes[ ]  No |  |

##

## ATTACHMENT 3: DESIRED QUALIFICATIONS

Provide a response and support for the following desirable qualifications of the Proposer:

|  |  |
| --- | --- |
| C.1. | Have experience and capacity to subcontract with, provide technical assistance to, and support local community-based organizations. |
| C.2. | Have experience and familiarity with evaluating mental health programs and state policy outcomes |
|  |

## ATTACHMENT 4: PROPOSER BACKGROUND

Provide responses to the following:

|  |  |
| --- | --- |
| D.1. | Describe what your organization does to advocate for the mental health and wellness needs of the Population. |
| D.2. | Which counties, regions, or areas of the State does your organization serve? |
| D.3. | Which counties does your organization have a branch/physical location? |
| D.3.a. | Provide Support: |
| D.4. | How does your organization determine where service gaps may exist for the Population that is served?  |
| D.5. | What are the specific outcomes is your organization working towards? |
| D.6. | What does your organization measure and/or what type of data is collected to determine the effectiveness of the approach?  |
| D.7. | What methods or approaches does your organization use to evaluate existing mental health programs and/or state policies |
| D.8. | How long has your organization been in existence ?  |
| D.8.a. | Provide Support: |
| D.9. | How many staff are employed by your organization? This does not include volunteers or contractors. |
| D.9.a. | Provide Support: |
| D.10. | How many paid staff identify as members of the Population? This does not include volunteers or contractors. |
| D.10.a. | Provide Support: |
|  |

## ATTACHMENT 5: PROPOSED PROGRAM PLAN/STRATEGY

Provide responses to the following:

|  |  |
| --- | --- |
| E.1. | State Level Advocacy Strategy Plan |
| E.1.a. | Provide an overall State Level Advocacy strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term. |
| E.1.b.1. | Provide a detailed list of activities or series of activities that will occur as part of this strategy plan. |
| E.1.b.2. | Explain why this approach is the best approach in meeting the needs of the Population? |
| E.1.b.3. | What specific needs will be addressed? |
| E.1.b.4. | How was it determined that these are the needs that need to be addressed? |
| E.1.b.5. | How does this approach address disparities, including within rural communities? |
| E.1.b.6. | What is expected to be achieved from the plan? |
| E.1.b.7. | How will the success and effectiveness of your plan be measured? |
| E.1.b.8. | What metrics will be captured to support the success and effectiveness of your plan? |
| E.1.b.9. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date. |
| E.2. | Local Level Advocacy Strategy Plan |
| E.2.a. | Provide an overall Local Level Advocacy strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term. |
| E.2.b.1. | Provide a detailed list of activities or series of activities that will occur as part of this strategy plan. |
| E.2.b.2. | Explain how Local Level Entities (LLE) will be used and their roles and responsibilities. |
| E.2.b.2.a) | How will the partnerships with LLEs benefit your plan? |
| E.2.b.3. | Explain why this approach is the best approach in meeting the needs of the Population? |
| E.2.b.4. | What specific needs will be addressed? |
| E.2.b.5. | How was it determined that these are the needs that need to be addressed? |
| E.2.b.6. | How does this approach address disparities, including within rural communities? |
| E.2.b.7. | What is expected to be achieved from the plan? |
| E.2.b.8. | How will the success and effectiveness of your plan be measured? |
| E.2.b.9. | What metrics will be captured to support the success and effectiveness of your plan? |
| E.2.b.10. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date. |
| E.3. | Training and Education Strategy Plan |
| E.3.a. | Provide an overall Training and Education strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term. |
| E.3.b.1. | Provide a detailed list of activities or series of activities that will occur as part of this strategy plan. |
| E.3.b.2. | Explain how Local Level Entities (LLE) will be used and their roles and responsibilities. |
| E.3.b.2.a) | How will the partnerships with LLEs benefit your plan? |
| E.3.b.3. | Explain why this approach is the best approach in meeting the needs of the Population? |
| E.3.b.4. | What specific needs will be addressed? |
| E.3.b.5. | How was it determined that these are the needs that need to be addressed? |
| E.3.b.6. | How does this approach address disparities, including within rural communities? |
| E.3.b.7. | What is expected to be achieved from the plan? |
| E.3.b.8. | How will the success and effectiveness of your plan be measured? |
| E.3.b.9. | What metrics will be captured to support the success and effectiveness of your plan? |
| E.3.b.10. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date. |
| E.4. | Outreach and Engagement Strategy Plan |
| E.4.a. | Provide an overall Outreach and Engagement strategy plan for meeting the requirements, goals and objectives of this RFP. The plan shall include specific activities, events, milestones etc. that will occur during the contract term. |
| E.4.b.1. | Provide a detailed list of activities or series of activities that will occur as part of this strategy plan. |
| E.4.b.2. | Explain how Local Level Entities (LLE) will be used and their roles and responsibilities. |
| E.4.b.2.a) | How will the partnerships with LLEs benefit your plan? |
| E.4.b.3. | Explain why this approach is the best approach in meeting the needs of the Population? |
| E.4.b.4. | What specific needs will be addressed? |
| E.4.b.5. | How was it determined that these are the needs that need to be addressed? |
| E.4.b.6. | How does this approach address disparities, including within rural communities? |
| E.4.b.7. | What is expected to be achieved from the plan? |
| E.4.b.8. | How will the success and effectiveness of your plan be measured? |
| E.4.b.9. | What metrics will be captured to support the success and effectiveness of your plan? |
| E.4.b.10. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date. |
|  |  |

## ATTACHMENT 6 LOCAL LEVEL ENTITY (LLE)

For each LLE that will be used, provide the following information:

(*Use separate sheets for each LLE*)

|  |  |
| --- | --- |
| F.1. | Organization Name |
| F.2 | Organization Address (must be in the area where the activity/event will be held) |
| F.3 | Organization Contact (Name, Title, Email) |
| F.4. | Provide support that the Organization meets the Minimum Qualifications for an LLE |
| F.4.a. | Have been in existence for at least one (1) year and have experience and capacity to engage local leaders in mental health and to assist in the planning and implementation of an outreach activity for the Population. |
| F.4.b. | Have established connections with the Population in their community and possess familiarity with other organizations within their respective regions. |
| F.4.c. | Organization is not a for-profit entity. |
|  | Note - Proposers who have local-level affiliates, which are physically located in other regions of the state, may contract with up to five (5) such affiliates as an LLE. The affiliate must be located in the region where the activity/event will take place |
| F.5. | Documented Relationship - Provide documentation for this commitment and relationship to this LLE. (e.g., MOU, Letter between the organizations verifying the commitment to use this organization, pay them at least the minimum amount identified in the RFP, etc.). Documentation must be signed by both parties. |
| F.6. | State the amount being paid to this LLE. |
|  |

## ATTACHMENT 7: STATEWIDE ADVOCACY EVENT

For each event required under this RFP (3 State Level Advocacy events), the Proposer shall provide the following information:

(*Use separate sheets for each event*)

|  |  |
| --- | --- |
| G.1. | Event Name |
| G.1.a. | Enter the unique name of the Event |
| G.2. | Event Location |
| G.2.a. | Enter the proposed location of the event. The location can be specific to an actual physical location (e.g., school name) or a geographic location (e.g., city or county.) |
| G.2.b. | Explain why this location was chosen. |
| G.3. | Event Date |
| G.3.a. | Enter date (Month and Year) |
| G.4 | Event Description |
| G.4.a. | Provide a narrative describing the proposed event. |
| G.4.b. | Provide a detailed list of the activities that will be available at the event. |
| G.5 | What is the expected outcome(s) from this Activity? |
|  |

## ATTACHMENT 8: LOCAL LEVEL ACTIVITY

For each Local Level Activity proposed, the Proposer shall provide the following:

(*Use separate sheets for each activity*)

|  |  |
| --- | --- |
| H.1. | List Activity Name or Title. |
| H.2. | Proposed date(s) for the activity |
| H.3 | Identify the type of activity as either Advocacy, Training and Education, or Outreach and Engagement |
| H.4. | Describe the proposed activity… |
| H.4.a. | Where will the activity take place (City or county at minimum, address is acceptable too, if known)? |
| H.4.b. | Why was this location selected? |
| H.4.c. | Why was this activity selected? |
| H.4.d. | How will diverse populations be engaged to participate? |
| H.4.e. | What is the expected outcome(s) from this Activity? |
| H.4.f. | Other information, not presented, that is critical to understand the value, benefit, and/or importance of the activity. |
| H.4.g. | Which LLE will be used and explain their role and responsibility for the activity? |
| Note – For the purposes of this RFP, Social Media is not considered a Local Level Activity |

## ATTACHMENT 9: COST SHEET

*This is a sample of the requirement descriptions. Add lines and descriptions as needed.*

|  |
| --- |
| **Proposer Name:**  |
| **No.** | **Requirement** | **Year 1** | **Year 2** | **Year 3** |
| 1 | *Local Level Activity name (list each individually)* | $ | $ | $ |
| 2 |  | $ | $ | $ |
| 3 |  | $ | $ | $ |
| 4 |  | $ | $ | $ |
| 5 |  | $ | $ | $ |
| 6 | *Local Level Entity name (list each individually)* | $ | $ | $ |
| 7 |  | $ | $ | $ |
| 8 |  | $ | $ | $ |
| 9 |  | $ | $ | $ |
| 10 |  | $ | $ | $ |
| 11 | *State Level Advocacy Event*  | $ | $ | $ |
| 12 |  | $ | $ | $ |
| 13 | *Quarterly Report Q1* | $ | $ | $ |
| 14 | *Quarterly Report Q2* | $ | $ | $ |
| 15 | *Quarterly Report Q3* | $ | $ | $ |
| 16 | *Quarterly Report Q4* | $ | $ | $ |
| 17 |  | $ | $ | $ |
| 18 | *Annual Report* | $ | $ | $ |
| 19 |  | $ | $ | $ |
| 20 |  | $ | $ | $ |
| 21 |  | $ | $ | $ |
| 22 | *Collaboration Meetings*  | $ | $ | $ |
| 23 |  | $ | $ | $ |
| 24 |  | $ | $ | $ |
| 25 |  | $ | $ | $ |
| 26 | Additional State Level Support | $10,000 | $10,000 | $10,000 |
|  |  | $ | $ | $ |
|  | Yearly Total Cost | $ | $ | $ |
|  |  |  |  |  |
|  | Total Cost for All Years |  |  | $  |

## ATTACHMENT 9-1: COST SHEET INSTRUCTIONS

The following are the instructions for completing Cost Worksheet (ATTACHMENT 10)

* + - 1. List each Proposed Activity/Deliverable under the Requirements column and enter the proposed cost in the Year column when the Activity/Deliverables will be completed.
				1. Activity/Deliverable names should match the names/titles in the proposal.
				2. If an Activity/Deliverable will only occur in one Year, include the cost for that Year only. Leave the other Years blank.
				3. If an Activity/Deliverable will occur in multiple Years, include the costs in each Year in which it will occur.
				4. Costs shall be in whole dollars. Do not propose costs with cents.
				5. Add lines as needed to ensure all proposed Activities/Deliverables are listed.
			2. At a minimum, the proposed budget shall identify the following line items and the cost for each Proposed Activities/Deliverables:
				1. Each Proposed Activity (e.g., Local Level Activity)
				2. State Level Advocacy Event
				3. LLEs and Other Sub-contractors

The statewide advocacy organization may determine the final amount to be paid to the LLE, but the amount can be no less than five thousand dollars ($5,000).

Any contractor hired or enters into an agreement with the Proposer and is paid from these funds is considered a sub-contractor on this contract.

* + - * 1. Annual Report

Including high-quality video

* + - * 1. Quarterly Report
				2. Collaboration Meetings
			1. As mentioned in Section 6.A. Contractor Responsibilities, the Commission is allocating $10,000 per year for Additional State Level Support. This amount has been prefilled into the Cost Sheet.
			2. Yearly Total Cost (Annual Cost)
				1. The total cost for Year 1 cannot exceed $700,000.
				2. The sum of Year 1, Year 2, and Year 3 must equal $2,010,000 (which is the Total Cost for All Years line item).

Note – The Commission reserves the right to negotiate the final allocation of costs for the proposed Activities/Deliverables before contract execution if they are not reasonable or in line with the Commission’s allocation of the State budget.

## ATTACHMENT 10: REFERENCES (ORGANIZATION)

Reference for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Organization Name:** |  |
| **Time Period the Reference Covers**(must have worked with the Proposer within the last 2 years of the release date of this RFP) |  |
| **Service Provided:**(Must be related to providing local advocacy for the identified population) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

**Ratings:** Summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, an explanation should be provided.

Please follow the rating guidelines below for description of rating scale:

|  |
| --- |
| **Rating Guidelines and Description of Rating Scale:** |
| **Exceptional (5)** | Performance/service provided was significantly above expectations |
| **Very Good (4)** | Performance/service was slightly above expectations |
| **Satisfactory (3)** | Performance met expectations |
| **Marginal (2)** | Performance/service was slightly below expectations |
| **Unsatisfactory (1)** | Performance/service provided was significantly below expectations |

|  |  |  |
| --- | --- | --- |
| **Category** | **Comments**Provide a comment for the rating | **Rating***(Circle One)* |
| 1. Demonstrated experience in advocacy, outreach, and training activities related to the mental health needs of LGBTQ+. |  | 1 2 3 4 5 |
| 2. Demonstrated capability to manage a project of similar duration and funding. |  | 1 2 3 4 5 |
| 3. Demonstrated experience in designing culturally competent approaches to engagement and outreach targeting the LGBTQ+. |  | 1 2 3 4 5 |
| 4. Demonstrated experience with incorporating concepts of client and family resilience and recovery into programs, projects, training, and technical assistance. |  | 1 2 3 4 5 |
| 5. Demonstrated experience and capacity to coordinate a State Level Advocacy event. |  | 1 2 3 4 5 |
| 1. Have experience engaging youth as partners in decision-making.
 |  | 1 2 3 4 5 |
| 1. Have knowledge of sustainable funding strategies and/or created programs with sustainable funding
 |  | 1 2 3 4 5 |

**Rater’s Signature:** **Date:**

## ATTACHMENT 11: REFERENCES (RECIPIENT OF SERVICES)

Reference for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Individual/Reference Name:** |  |
| **Time Period the Reference Covers**(must have worked with the Proposer within the last 2 years of the release date of this RFP) |  |
| **Service Provided:**(Must be for training and education, or outreach and engagement from the proposer related to mental health needs) |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

**Ratings:** Summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, an explanation should be provided.

Please follow the rating guidelines below for description of rating scale:

|  |
| --- |
| **Rating Guidelines and Description of Rating Scale:** |
| **Exceptional (5)** | Performance/service provided was significantly above expectations |
| **Very Good (4)** | Performance/service was slightly above expectations |
| **Satisfactory (3)** | Performance met expectations |
| **Marginal (2)** | Performance/service was slightly below expectations |
| **Unsatisfactory (1)** | Performance/service provided was significantly below expectations |

|  |  |  |
| --- | --- | --- |
| **Category** | **Comments**Provide a comment for a 1 or 5 rating | **Rating***(Circle One)* |
| 1. Did the organization understand your issues/needs? |  | 1 2 3 4 5 |
| 2. Did the organization appear to have experience in advocacy, outreach, and/or training |  | 1 2 3 4 5 |
| 3. Rate the organization as to the quality of advocacy, outreach, and/or training activities that was provided. |  | 1 2 3 4 5 |
| 4. Did the organization successfully assist you? |  | 1 2 3 4 5 |
| 5. Rate the organization based on your overall experience. |  | 1 2 3 4 5 |

**Rater’s Signature:** **Date:**

## ATTACHMENT 12: BIDDER DECLARATION (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>.

##

## ATTACHMENT 13: CONTRACTOR CERTIFICATION CLAUSES

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

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 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 services, and 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 10286.1, and 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.gov](http://www.dir.ca.gov), and 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.

**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 beaware 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 provisions, and 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:

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 theState laws, the Contractor shallnot 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.

http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

## ATTACHMENT 14: DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a Proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a Proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or Proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

|  |  |
| --- | --- |
| *Company/Vendor Name (Printed)* | *Federal ID Number* |
| *By (Authorized Signature)* |
| *Printed Name and Title of Person Signing* |
| *Date Executed* | *Executed in the County and State of* |

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a Proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or Proposal, complete the information below.

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 to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

|  |  |
| --- | --- |
| *Company/Vendor Name (Printed)* | *Federal ID Number* |
| *Initials of Submitter* |
| *Printed Name and Title of Person Initialing*  |

## ATTACHMENT 15: PAYEE DATA RECORD (STD 204)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.documents.dgs.ca.gov%2Fdgs%2Ffmc%2Fgs%2Fpd%2Fgspd05-105.pdf&data=04%7C01%7CGregg.Fukuhara%40mhsoac.ca.gov%7C9ac9d76d91ac4557f0c608da0203a362%7C60292dfd8bde4e20b5acc75d9cdf6db0%7C0%7C0%7C637824511895610323%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=OMbtfK0tCSkcm%2FL6VVF0kAkS4y6QiFqfWOe7fXNL4Mo%3D&reserved=0)

## ATTACHMENT 16: FINAL SUBMISSION CHECKLIST

A responsive Proposal shall consist of all the required items identified below. Complete this checklist by marking the box with an “X” for each item you are submitting to the Commission

|  |  |
| --- | --- |
| **Check** | **DESCRIPTION** |
|  | Attachment 1: Proposal Cover Sheet |
|  | Attachment 2: Minimum Qualifications |
|  | Attachment 3: Desired Qualifications |
|  | Attachment 4: Proposer Background |
|  | Attachment 5: Proposed Program Plan/Strategy |
|  | Attachment 6: Local Level Entity (LLE) |
|  | Attachment 7: Statewide Advocacy Event |
|  | Attachment 8: Local Level Activity |
|  | Attachment 9: Cost Sheet |
|  | Attachment 10: References (Organization) |
|  | Attachment 11: References (Recipient of Services) |
|  | Attachment 12: Bidder Declaration (GSPD-05-105) |
|  | Attachment 13: Contractor Certification Clauses (CCC-307) |
|  | Attachment 14: Darfur Contracting Act Certification (if applicable) |
|  | Attachment 15: Payee Data Record (STD 204) |
|  | Attachment 16: Final Submission Checklist |

## ATTACHMENT 17: QUESTIONS TEMPLATE

Use this template for submitting questions in relation to this solicitation. Add rows as needed. Follow the Key Action Dates in Table 4-1 and submit it to procurements@mhsoac.ca.gov.

|  |
| --- |
| **RFP LGBTQ+-003** |
|  | **RFP Section Reference** | **Question** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |

## APPENDIX 1: SAMPLE CONTRACT

**EXHIBIT A**

**Scope of Work**

1. **Summary**
	1. Authorized as part of the 2023 Budget Act, the Commission receives $670,000 annually for LGBTQ+ advocacy. Three (3) budget years of funding will be used in the total amount of $2,010,000 in funding.
	2. On September 28, 2023, the Commission approved initiating the competitive procurement process for advocacy, training and education, and outreach and engagement contracts.
2. **Detailed Scope of Work**
	1. The Scope of Work for this Agreement is contained in the Proposer’s Proposal as submitted by the Proposer in response to the Commission’s Request for Proposal, LGBTQ+-003 (RFP). The RFP and Proposer’s Proposal are incorporated herein by this reference and made part of this Agreement as if attached hereto.
	2. Contractor hereby agrees to perform all of the duties and obligations contained in the Scope of Work.
3. **Contacts**
	1. Direct all inquiries regarding this Agreement to the representatives listed in the charts below. Representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

|  |  |
| --- | --- |
| State Agency: Mental Health Services Oversight and Accountability Commission | Contractor:  |
| Name/Title: Lester Robancho,Health Program Specialist I  | Name/Title:  |
| Phone: (916)  | Phone:  |
| Fax: (916) 623-4687 | Fax:  |
| Email: lester.robanco@mhsoac.ca.gov | Email:  |

Direct all fiscal inquiries to:

|  |  |
| --- | --- |
| State Agency: Mental Health Services Oversight and Accountability Commission | Contractor:  |
| Section/Unit: Administrative Services | Section/Unit:  |
| Attention: Chelsea Yuen | Attention:  |
| Address: 1812 9th StreetSacramento, CA 95811 |  Address:  |
| Phone: (916) 500-0577 | Phone:  |
| Fax: (916) 623-4687 | Fax:  |
| Email: accounting@mhsoac.ca.gov  | Email:  |

1. **Contract Term** (see RFP Section 5.)
2. The contract term is for 39 months. Payments will be made upon satisfactory completion and delivery of each project deliverable.
3. **Scope of Work** (see RFP Section 6.)
4. (*Section 6 will be listed here in detail*).
5. **Amendments**
6. This Agreement may be amended upon mutual consent of the parties. All amendments must be in writing and fully executed by authorized representatives of each party.

**EXHIBIT B**

**Budget Detail and Payment Provisions**

1. **Invoicing and Payment**
2. For services satisfactorily rendered (i.e., upon receipt and approval of agreed upon deliverables), and upon receipt and approval of the invoices, the Commission agrees to compensate the Contractor in accordance with the rates specified in this contract.
3. The contractor is required to submit an invoice submitted to the Commission for payment. The Commission project staff will review the deliverable or milestone associated with the invoice prior to approval. The Commission reserves the right to contact the contractor to discuss the invoice as part of the review and approval process.
4. Invoices shall include the Contract Number and shall be submitted not more frequently than quarterly in arrears to:

Accounting@mhsoac.ca.gov

1. Based on review of the associated deliverable or milestone, the Commission may choose one of the following options:
	1. Approve the invoice and payment,
	2. Request additional information before the invoice and payment are approved.
2. **Budget Contingency Clause**
	1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
	2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
	3. If this Contract overlaps State fiscal years, should funds not be appropriated and approved by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract.
	4. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.
3. **Cost Detail**
4. The total amount of this Agreement shall not exceed two million, ten thousand dollars and no cents ($2,010,0000.00). Payment shall be made in accordance with the payment schedule below.
5. **Payment Schedule**
6. This is a fixed price deliverables-based contract. Contractor will be based on the cost of each deliverable as identified in the Contractor’s proposal Cost Sheet and accepted by the Commission.

(*Include copy of winning proposer’s cost worksheet*)

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

**EXHIBIT C****GENERAL TERMS AND CONDITIONS**

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. Antitrust Claims: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code:

2) "Public purchasing body" means the Commission or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year of such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

1. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
2. Audit: The Commission or California State Auditor or whom the Commission so designates has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Contractor’s records andsupportingdocumentationpertinent to its performance. Contractor agrees to maintain such records and documents for a minimum of three (3) yearsafter final payment, for this purpose. Contractor agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Contractor advance written notice of any onsite audit. (Gov. Code §8546.7)
3. Captions: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
4. Certification Clauses: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
5. Child Support Compliance Act: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

1. Compensation: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
2. Confidentiality: Contractor shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission.
3. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by electronic signature. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
4. Disputes:
Contractor shall continue with the responsibilities under this Agreement during any dispute.
5. Electronic Signature:  Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
6. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
7. Indemnification: Contractor agrees to indemnify, defend and hold harmless the Commission, its officers, agents and employees from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement resulting from the willful misconduct or negligent acts or omissions from the Contractor or any of its affiliates or agents furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement.
8. Independent Contractor*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Commission.
9. Key Personnel: Contractor’s key personnel as may be identified in its Agreement cannot be substituted without the Commission’s prior written approval.
10. Loss Leader: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
11. Non-Discrimination: During the performance of this Agreement, Contractor and its subcontractors shall not deny the Agreement’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code § §11135-11139.5) and the regulations or standards adopted by the Commission to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform with under the Agreement.
12. Priority Hiring Considerations: If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353, if applicable.
13. Recycling Certification: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
14. Rights in Work Products: The Commission will have Government Purpose Rights to the Work Product as Deliverable or delivered to the Commission hereunder. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. “Government Purpose Rights” also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
15. Severability: In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
16. Small Business Participation and DVBE Participation Reporting Requirements:

a. If for this Agreement Contractor made a commitment to achieve a small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)

b. If for this Agreement Contractor made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)

1. Termination For Cause: The Commission may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
2. Timeliness: Time is of the essence in this Agreement.

## APPENDIX 2: LISTENING SESSIONS

**LGBTQ+ Communities**

Listening Session and Survey

**1. What are the most critical mental health needs of LGBTQ+ Communities in California today?**

* Older adults facing issues such as isolation or coming out or transitioning at an older age.
* Suicidal ideation, particularly amongst young, transgender, and genderfluid individuals.
* Housing and general expenses, especially for transition-age youth.
* Lack of culturally-competent providers – and providers in general – especially for trans individuals.
* Hostile providers, conversion therapy, expensive and inaccessible services.
* Youth do not have meaningful access to healthcare because they lack funds and transportation and may not be able to safely ask their parents for help.
* Things that bring joy and safe spaces in an increasingly dangerous national climate, particularly in rural areas. Support groups, knitting hours, movie nights – these things promote wellbeing.
* Mental healthcare for unhoused individuals.
* Culturally-relevant services that understand the intersectionality in individuals’ identities.
* LGBTQ-affirming services are only available during working hours.
* Accessing services in rural areas is much more challenging than in urban areas.
* Mental healthcare and social support groups for LGBTQ leaders. Much of California is rural and anti-LGBTQ and, as anti-LGBTQ hostility grows across the country, leaders are experiencing mental health distress and secondhand trauma as they provide services and training to their communities.
* Intersectionality is very important, especially for Black and Brown individuals. Consider more than race, class, and age.
* Providers who can work with individuals who are neurodivergent.
* Provider education – affirming means more than tolerant.
* Resources directing individuals to affirming, competent providers.
* Isolation and loneliness.
* Employment, financial, transportation, and discriminatory hiring issues. It is important to find happiness and be able to leave unsafe situations.
* Fear for safety in public events and resource centers for attendees and employees. Seniors in rural areas find it difficult to be out.
* Recruitment struggles, especially in diversity of language and culture.
* Funding.
* Training for providers has no follow-up to develop deeper understanding. Mandatory refreshers are important as information evolves.
* Providers who are LGBTQ.
* Required LGBTQ-affirming training for all medical and mental health providers.
* Confidentiality.
* Grief support.
* Language-based support, especially for Spanish speakers.
* Providers who are affirming towards all LGBTQ identities, not only affirming to some to the exclusion of others.

**2. What are the barriers or challenges to accessing mental health services and supports?**

* Responses to this question are included in Question 1.
* In rural areas, individuals must drive long distances to reach safe providers. There is nothing safe locally. This is expensive and inaccessible and leads to many individuals being forced to give up the care they need and deserve, which exacerbates their other health and mental health issues.
* The need is greater than the capacity, especially for youth.
* Lack of services and long wait times.
* Transportation. This compounds with safety issues, wait times, and long distances.
* Waitlists.
* Lack of availability of and accessibility to providers who are LGBTQ-affirming or LGBTQ themselves.

**3. What are the barriers or challenges to staying engaged with services and supports?**

* Responses to this question are included in Questions 1 and 2.
* Unrealistic costs.
* Consistency – lack of providers and infrequent service availability.
* Negative experiences with providers, including around other intersectional identities. Lack of knowledge and understanding are negative.
* Support group facilitator burnout.
* Difficulty finding affirming providers.
* Affirming providers may not take insurance.
* Lack of transportation.
* Finding appropriate services based on need – crisis services, residential, housing, eating disorder services, individual or family counseling, etc.
* With MediCal, each appointment may be with a different provider, which creates anxiety and is an inefficient use of appointment time.

**4. On a scale of 1 to 10, how satisfied are you with the responsiveness of local leaders to provide better access to appropriate behavioral health services for you and your community?**

* **What would have to happen for your score to increase by one?**
* Stanislaus County: 4. As a rural area, the culture is not accepting, so local leaders do not do much to enforce or implement the laws or policies the state passes. For example, students’ rights may be violated when teachers refuse to respect their pronouns and preferred names, while the teachers’ behavior continues without correction.
* Figure out how the laws that are being passed to support LGBTQ people who have access to mental health services are being followed through.
* Calaveras, Tuolumne, and Mariposa Counties: 1 or 2. Rural schools prevent students from discussing anything related to LGBTQ identities or experiences. Elected officials actively oppose LGBTQ communities and rights. LGBTQ individuals are actively denied basic care and existence as citizens and human beings.
* Alameda County. In the Bay Area, queerness is visible but overlooked as a marginalized identity. It is hard to advocate when the community is dismissed as not needing focused care.
* Amador County: Schools do not abide by rights of LGBTQ students and will not until they are sued and fined.
* Sacramento County: 6.
* Listen to the community and acknowledge there is still work to do. Avoid complacency and invest in community services.
* Los Angeles County: 5. The county is so large that local leaders subcontract most LGBTQ mental health services, which increases wait times.
* Mandatory LGBTQ competency training for Department of Mental Health staff and therapists would help.
* Stanislaus County: 5 or 6. CBOs and partners are allies, but local leaders – school districts, city councils, boards of supervisors – must change.
* Amador County: 1. The Board of Supervisors claims the county “does not welcome nor serve” the LGBTQ community.

**5. What types of training, outreach, and advocacy activities at the local and state levels are most effective for LGBTQ+ Communities?**

* Basic LGBTQ “101” is not common knowledge unless actively seeking to learn about or belonging to the community. It is important for mental health providers, shelter workers, law enforcement personnel, etc. who will certainly be working with the LGBTQ community at some point. Many stereotypes exist due to ignorance, not maliciousness, but the resulting microaggressions and demands for information can burn out LGBTQ individuals and make constructive dialogue difficult. Funding is crucial. Some counties resist.
* LGBTQ training is not required for many organizations, and some outright refuse.
* Much of the training work is reestablishing relationships with organizations whose employees have burned out and left the area to offer refreshers before any incidents occur. This is inefficient.
* Organizations like #Out4MentalHealth provide training and peers to alleviate the burden on LGBTQ leaders as they work in places where they are not understood or accepted.
* If Los Angeles County would subcontract with LGBTQ grassroots organizations, they could provide up-to-date training. Instead, the county pays UCLA to create trainings, and the people who create them are sometimes not LGBTQ.
* It takes more than basic information for providers to become competent.
* SOGI data collection training.
* Partnerships with community centers and community-based organizations that provide other services to which LGBTQ clients can be referred.
* Trainings for specific types of providers, such as addiction counselors.
* County-level advocacy, because many decisions about services, priorities, funding, and so on are made at the local level.
* State-level advocacy to enforce existing laws and hold counties, providers, and health plans accountable in unsupportive counties.

**6. How would you like to see statewide and local advocacy organizations collaborate toward positive impact on the mental health needs of LGBTQ communities?**

* Shared objectives to move forward on. Organizations are more effective when communicating and coordinating than when working toward a common goal separately. Staffing and funding go further when shared. A better network across California would be beneficial.
* #Out4MentalHealth helps coordinate collaboration between organizations in the fight for mental health equity.
* Sharing resources to support leaders.
* Network-building across counties to connect rural individuals with community members.

**Advocacy Survey Feedback**

|  |  |
| --- | --- |
| What are the most critical mental health needs of this population in California today? | Safety |
| What are the barriers or challenges to accessing mental health services and supports? | Safety |
| What are the barriers or challenges to staying engaged with services and supports? | Safety |
| What types of training and education activities would promote the needs of this population? | Being allowed to gather without public and county interference |
| What are the most effective outreach and engagement activities for this population? | Music! Dance! Poetry! Games! Connection! |
| What are the most effective methods for conducting local and state advocacy activities on behalf of this population? | Stop the stigma and debate |
| How should statewide advocacy organizations and local advocacy organizations collaborate toward positive impact on the mental health needs of this population? | Stop pretending that we are safe already |