

**REQUEST FOR PROPOSAL**  
**Immigrant and Refugee Stakeholder Advocacy**

**Local Program Contractor**

**RFP Stakeholder I-R\_002**

**Addendum 1**

Mental Health Services

Oversight and Accountability Commission

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

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## INTRODUCTION

The Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission) is seeking to issue four (4) contracts to experienced Contractors to work with immigrants and refugees. As directed by the Budget Act of 2018, the contracts awarded pursuant to this Request for Proposal (RFP) are to support the advocacy, training and education, and outreach and engagement needs of immigrants and refugees to increase the number of available mental health programs, create awareness of and access to culturally appropriate services and supports, and provide opportunities to increase advocacy at the state and local level on behalf of immigrant and refugee populations in California.

Each successful Proposer must demonstrate that it has the personnel and organizational capacity to effectively carry out a contract of the scope and magnitude of this RFP. The successful Proposer must describe how it meets the minimum and desired qualifications, including the depth and breadth of experience working with immigrants and refugees, with special emphasis on unserved, underserved, and hard to reach populations. The intent of the RFP is for contracts to be awarded to local-level, organizations working directly with the immigrant and refugee population in areas where there is the highest concentrations of the immigrant and refugee populations that the organizations serve. Therefore, proposals involving subcontracting to other non-profits or for-profit organizations for advocacy, training and education, and outreach and engagement services will not be allowed. Any references in this RFP and/or associated terms and conditions are not applicable for this procurement.

A total of four (4) contracts will be awarded under this RFP.

All agreements entered into with the State will include by reference the entire Proposal submitted by the Proposer (**ATTACHMENT 13, EXHIBIT A**), the General Terms and Conditions (GTC) (**ATTACHMENT 13, EXHIBIT C**), Special Terms and Conditions (**ATTACHMENT 13, EXHIBIT D**), and Contract Certification Clauses (CCC-307) (**ATTACHMENT 10**). Proposers are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of Proposal cannot be overemphasized. Please note that no verbal information given will be binding upon the MHSOAC unless such information is issued in writing as an official addendum. In the opinion of the MHSOAC, this RFP is complete and without need of explanation. All questions must be submitted directly to the MHSOAC via email to: [mhsoac@mhsoac.ca.gov](mailto:mhsoac@mhsoac.ca.gov).

Proposers may submit only one proposal for this RFP.

The Proposer’s Entity Address as listed on the Secretary of State (SOS) registration shown on the SOS Business Search Website (<https://businesssearch.sos.ca.gov/>) will be used to determine the service area. Submitting more than one Local Level proposal will be grounds for disqualification.

### PURPOSE AND BRIEF OVERVIEW OF CONTRACT OPPORTUNITY

The passage of the Mental Health Services Act (MHSA or Act) initiated, at the state and local levels, transparent and collaborative processes 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 the appropriate state and county agencies give full consideration to concerns about quality, structure of service delivery, or access to services.” Awarding the contracts through this RFP is one way the MHSOAC implements this section.

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 stakeholder advocacy efforts, MHSA funding encourages dialogue to address not just the local needs of a community and region but to align with state level needs and priorities in a way that acknowledges and adheres to the diverse cultural values among California’s immigrants and refugees.

This contract opportunity supports the goals of the MHSA and proposes to support the goal of system transformation through the engagement and participation of immigrants and refugees that is client and family driven, culturally competent, and collaborative in design.

California’s immigrant and refugee populations face significant mental health challenges as a result of trauma experienced while escaping dangerous conditions in their homeland, traveling to the United States, and then attempting to settle into new communities. These challenges have been referred to as the “triple trauma paradigm.” Negative mental health outcomes are associated with the traumatic events experienced by immigrants and refugees, including major depression, suicide, anxiety, post-traumatic stress disorder (PTSD), family dysfunction, drug and alcohol dependence, disruptive behavior disorders in youth, as well as increased risks of being targeted for human trafficking.

According to the U.S. Department of State, Bureau of Population, Refugees, and Migration, 46,819 refugees have arrived in California since 2011. According to the While refugees have settled in over 30 counties throughout California, the majority have settled in San Diego, Los Angeles, Sacramento, Orange, and Santa Clara counties. Mental health services are available throughout the State; however, refugee populations often resist seeking services as a result of stigma and mental health workforce limitations. Stigma associated with mental health conditions in their countries of origin can cause immigrants and refugees to hide the symptoms experienced by themselves or their children. When refugees do seek treatment, they often find that there are few mental health professionals available to speak their language, understand their culture, or empathize with their experiences. These factors have resulted in low utilization rates, creating a challenge for service delivery.

Like refugees, immigrants (approx. 11 million, per Public Policy Institute) face similar challenges accessing care. According to the National Immigration Law Center, 47% of non-citizen immigrants are without health insurance compared to 16% for those born in the United States. Additionally, federal policy changes create barriers to care due to fear of deportation. Like refugees, immigrants experience traumatic events during migration and post migration. The challenge of accessing mental health care services can be addressed with effective outreach, training and education, and advocacy. Organizations which serve immigrant populations in California have unique knowledge of the necessary steps to reduce disparities of access to mental health services and supports for immigrants and their families.

The creation of a culturally competent workforce is an essential step in increasing mental health service utilization rates. Stakeholder training and education efforts directed toward mental health providers would help to increase the knowledge of the workforce regarding the specific mental health needs of immigrants and refugees. Outreach, education and training, and advocacy would also provide opportunities to equip peer providers from refugee and immigrant populations to serve as navigators for local service delivery systems.

Stakeholder advocacy is critical to this population as a key component for raising awareness of the specific mental health challenges of our immigrant and refugee populations. Stakeholder advocacy funds can enhance effective access to care for these vulnerable populations. Advocacy efforts can lead to improved assistance for refugees and immigrants who now call California their home. W&I Code Section 5892(d) requires the Mental Health Services administrative fund “include funds to assist consumers and family members to ensure the appropriate state and county agencies give full consideration to concerns about quality, structure of service delivery, or access to services.” The advocacy contracts for the immigrant and refugee populations will provide assistance to these underserved communities.

Community Engagement Efforts

To support the development of this contract opportunity, Commission staff conducted a series of listening sessions to learn more about immigrant and refugee communities and to collect input from individuals and those working with and on behalf of these populations, as well as members of the MHSOAC Cultural and Linguistic Competence Committee.

The listening sessions were designed to gather information on the current needs of immigrant and refugee communities to inform the next round of stakeholder advocacy contracts. The first listening session was held with the Commission’s current Immigrant and Refugee Contractors to understand the most important advocacy tasks and deliverables from the perspective of local level organizations. The second listening session was held with stakeholders and county representatives and focused on specific advocacy tasks. The third listening session was held with members of the Commission’s Cultural and Linguistic Competency Committee on best practices for advocating on behalf of immigrants and refugee populations.

During the listening sessions, community members, advocates, county representatives, and committee members informed Commission staff of the current challenges experienced by immigrant and refugee communities. These challenges include the need for cultural humility training for service providers, development of interpreters and language training, building up a peer-based provider workforce, and meaningful involvement of youth and TAY involvement.

Commission staff learned that local organizations who respond to the RFP should have the ability to respond to the culturally specific needs of the populations they serve and communicate messages about mental health effectively to local communities. A statewide organization should also be included in the advocacy efforts who has the capacity to support the local organizations through technical assistance and state level advocacy. All awarded organizations should have experience working with immigrants and refugees.

These public engagement efforts highlighted a significant challenge to appropriately addressing the mental health needs among immigrants and refugees due to broad structural, social, cultural, and systemic barriers (**APPENDIX 1**, Community Engagement).

Goal and Objectives

The goal and objectives of the contracts are to bring awareness to local level leaders, service providers, and immigrant and refugee populations served of the challenges and issues facing the immigrant and refugee populations through advocacy, training and education, and outreach and engagement at the local levels, with the expectation that service providers are made aware of opportunities to increase services and improve access to the services.

### KEY ACTION DATES

Key activities including dates and times for this RFP are presented below.

|  |  |
| --- | --- |
| **Activity** | **Action Date & Time** |
| RFP Release | February 28, 2022 |
| Bidders Conference | March 9, 2022 |
| Deadline for Written Questions | March 16, 2022 by 5:00 PM |
| Deadline to submit Letter of Intent to Bid | March ~~16~~**25**, 2022 |
| Distribute Questions/Answers and Addenda (if any) to RFP | March 23, 2022 |
| Deadline to Submit Proposals | April 29, 2022 by 5:00 PM |
| Notice of Intent to Award\* | May 20, 2022 |
| Deadline to submit Letter of Intent to Protest\* | May 27, 2022 by 5:00 PM |
| Deadline to submit Protest Letter\* | June 3, 2022 by 5:00 PM |
| Anticipated Contract Start Date\* | June 30, 2022 |

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

### CONTRACT TERM AND AVAILABLE FUNDING

The available funding for this RFP is $1,610,000, allocated as follows: $402,500 for each awarded Local Program Contractor for three years.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Local Program Contractor** | **Year One** | **Year Two** | **Year Three** | **Total** |
| Organization 1 | $134,166 | $134,166 | $134,168 | $ 402,500 |
| Organization 2 | $134,166 | $134,166 | $134,168 | $ 402,500 |
| Organization 3 | $134,166 | $134,166 | $134,168 | $ 402,500 |
| Organization 4 | $134,166 | $134,166 | $134,168 | $ 402,500 |
| Total |  |  |  | $1,610,000 |

If additional funds become available, the Commission reserves the right to award Proposers who submitted a proposal and were not awarded a contract. Awards will be based on the same criteria stated in this procurement.

### BIDDERS’ CONFERENCES

Bidders’ conference will be held on March 9, 2022 via teleconference call. The purpose is to provide an opportunity for Proposers to ask specific questions about the solicitation and the procurement process and to request clarification on components outlined in the RFP. Attendance is not mandatory.

Written questions, as noted in Section I.F, received prior to the cutoff date for submission, may be answered at the conference without divulging the source of the question. If questions are asked at or before the conference, Proposers will be asked to submit the question(s) in writing to the Procurement Official. Use **Attachment 15, Questions Template**, to submit your questions. Answers to these questions will be published in a question and answer set. Oral responses shall not be binding on the MHSOAC.

Bidders’ Conference:   
March 9, 2022  
10:00am-12:00pm  
Call-in number: 866-817-6550 | Code: 3190377

### INTENT TO BID

Proposers that want to participate in the solicitation shall submit a completed Intent to Bid (**ATTACHMENT 2**) by March 25, 2022. This document shall be emailed to the Procurement Official identified in Section I.G. Correspondence to a Proposer regarding this solicitation will only be given to the Proposer’s designated contact person.

It shall be the Proposer’s responsibility to immediately notify the Procurement Official identified in section I.G, in writing, regarding any revision to the contact person information. The MHSOAC shall not be responsible for bid correspondence not received by the Proposer, if the Proposer fails to notify the MHSOAC, in writing, about any change pertaining to the designated contact person.

### WRITTEN QUESTIONS

During the RFP process, questions about this RFP must be directed to the Procurement Official listed in the Contact Information section below. Questions shall be put in writing and communicated via email to: [mhsoac@mhsoac.ca.gov](mailto:mhsoac@mhsoac.ca.gov) by 5:00 p.m. on March 16, 2022, as specified in Section I.B, Key Action Dates. At its discretion, MHSOAC reserves the right to contact a Proposer to seek clarification of any inquiry received.

All questions will be answered in writing. The questions and answers will be posted on the MHSOAC’s website at: [www.mhsoac.ca.gov](http://www.mhsoac.ca.gov).

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 MHSOAC unless such information is confirmed in writing as an official addendum to all parties/participants.

### CONTACT INFORMATION

Lester Robancho, Procurement Official

Mental Health Services Oversight and Accountability Commission

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## BACKGROUND

### THE MENTAL HEALTH SERVICES ACT

In 2004, the MHSA was approved through a voter initiative (Proposition 63). The MHSA was designed to support and encourage system-wide change in California’s public community mental health system that would foster a positive impact on the state’s prevention of and response to mental illness. The MHSA was crafted to finance culturally and linguistically competent, new-generation, promising approaches to delivery of mental health services for Californians of all ages using approaches that incorporate the critical elements of hope, recovery, personal empowerment, respect, social connection, self-responsibility, and self-determination. The MHSA is intended to encourage early identification of and response to indicators of mental health needs, treat mental illness, promote recovery, reduce the duration of untreated mental illness, prevent the negative impact of untreated mental illness, and reduce stigma and discrimination associated with mental illness.

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

The Act and subsequent legislation intended that there be a meaningful stakeholder involvement at both the state and local level and that funds are provided to ensure advocacy, training, and outreach on behalf of clients/consumers, children and youth, transition age youth (TAY), veterans, family members of clients/consumers, LGBTQ communities, immigrant and refugee communities, and organizations working to reduce racial and ethnic disparities. This RFP is designed to support work on behalf of immigrants and refugees in the mental health system.

### MHSA VALUES

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

### MHSA FUNDING

The Act establishes a one percent (1%) tax on personal income in excess of one (1) million dollars. These funds are dedicated in specified proportions for the following components: Community Services and Supports (CSS); Prevention and Early Intervention (PEI); Workforce, Education, and Training (WET); Capital Facilities and Technological Needs (CF/TN); and Innovation (INN). In addition, up to five percent (5%) of funding received is provided for state administrative activities, including stakeholder advocacy contract funding.

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

Further, W&I Code Section 5846(c) states, “the commission shall ensure that the perspective and participation of diverse community members reflective of California populations and others suffering from severe mental illness and their family members is a significant factor in all of its decisions and recommendations.”

## PROPOSER QUALIFICATIONS

An individual who is authorized to contractually bind the proposing organization shall sign **ATTACHMENT 3, Proposer/Proposal Certification Sheet**. The signature must indicate the title or position that the individual holds in the organization. ***An unsigned or signature stamped Proposal may be rejected*.**

Evidence that Proposer is registered and has a current “Active” status with the California Secretary of State (SOS) to do business in California is required as detailed in **ATTACHMENT 4, Secretary of State Registration**. The registration can be pending at the time of bid submission, but must be complete by the time at which a contract is awarded.

### MINIMUM QUALIFICATIONS

Each of the minimum qualifications below must be met by the Proposer. The Proposer shall include documentation and reference the documentation within the Proposal that verifies each qualification (see **ATTACHMENT 5, Minimum Qualifications**).

1. Have been in existence for at least two years in providing direct outreach and engagement to the identified population;
2. Have experience and capacity to engage the identified immigrant and refugee population;
3. Be a non-profit organization, registered to do business in California;
   1. This will be supported through the completion of **Attachment 4, Secretary of State Registration**
4. Have staff that have been employed by the organization for at least one year.

### DESIRED QUALIFICATIONS

The Proposer shall include documentation and reference the documentation within the Proposal that verifies each qualification (see **ATTACHMENT 6, Desirable Qualifications**)

The following are desired qualifications of the Proposer:

1. Primary organization focus is advocacy, training and education, and outreach and engagement activities related to the mental health needs of immigrant and refugee populations;
   1. Provide organization’s publicly available mission statement
   2. Mission statement will be validated by checking the organization’s website and/or other publicly available documents (e.g., IRS Form 990)
2. Have experience in advocacy, training and education, and outreach and engagement activities related to the mental health needs of immigrant and refugee populations;
   1. Provide examples of how the organization meets this requirement
3. Have experience that demonstrates capability to manage a project of similar duration and funding;
   1. Provide examples or other support of how the organization meets this requirement
4. Have experience with incorporating concepts of client and family resilience and recovery into programs, projects, training, or technical assistance;
   1. Provide examples or other support of how the organization meets this requirement
5. Have experience working with different subpopulations (e.g., LGBTQ, veterans, foster-youth, etc.) within immigrant and refugee communities
   1. Provide examples or other support of how the organization meets this requirement
6. Have staff who speak the language of the identified population; and
   1. Provide statement attesting to meeting this requirement or support showing meeting this requirement
7. Have staff who are immigrants and/or refugees.
   1. Provide statement attesting to meeting this requirement or support showing meeting this requirement

### PROPOSER BACKGROUND

Provide responses to the following on **ATTACHMENT 7, Background**:

1. Which specific immigrant and/or refugee populations do you work with?
2. Describe what your organization does to advocate for the mental health and wellness needs of immigrants and/or refugees.
3. What county or counties do you provide services in?
4. How do you determine where service gaps may exist for the immigrant and/or refugee populations that you serve?
5. What are the specific outcomes you are working toward?
6. What data do you collect to support the outcomes?
7. What do you measure to determine the success of your approach?
8. List the organizations that you collaborate with in working with the identified immigrant and refugee population.
   1. Provide organization name, contact name, contact phone, contact email (20 minimum)
9. During Covid - How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services? This may include contacts through virtual meetings, such as Zoom, Webex, Teams, etc.
   1. How did you determine this number? Provide support.
10. Pre-Covid – How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services?
    1. How did you determine this number? Provide support.
11. How long has your organization been in existence?
    1. Provide support
12. How many staff do you have? This does not include volunteers or contractors.
    1. Provide support
13. How many staff speak the language of the identified population(s)?
    1. List the staff and the languages they speak.
14. How many staff are immigrants and/or refugees?
    1. List the staff who are an immigrant and/or refugee.
15. How many volunteers do you have assisting you in your work with immigrants and/or refugees?
    1. Provide support

## SCOPE OF WORK

### CONTRACTOR RESPONSIBILITIES

Effective implementation of this contract will require ongoing reporting, meetings, and updates between each Contractor and the MHSOAC.

1. Each Contractor ***shall*** create and implement a plan to perform the following:
   1. Providing advocacy to local-level decision makers to increase awareness of immigrant and refugee mental health needs.
   2. Providing training and education to service providers, clinicians, and professionals on needs of specific populations served, and to train interpreters and peers.
   3. Providing outreach and engagement to local communities to provide information and education on mental health and available resources, build trust of service providers, empower youth, and provide advocacy training.
2. Each Contractor shall be responsible to:
   1. Provide a Quarterly Report that will be reviewed by MHSOAC.
   2. Meet with the MHSOAC on a quarterly basis upon approval of the Quarterly Report.
   3. Attend and participate in collaboration meetings with the Immigrant and Refugee Contractors two times per year.
   4. Collect qualitative and quantitative data on advocacy activities.
   5. Engage in ongoing communication with the MHSOAC.

### DELIVERABLES

This is a deliverable based contract and the contractor agrees to provide the following deliverables in consultation with the MHSOAC:

1. Deliverable 1: Local-Level Advocacy
   1. Contractor ***shall*** hold meetings to inform local-level decision makers and county representatives of the most critical needs of the immigrant and refugee populations in their county. These meetings are opportunities for the Contractor to educate decision makers on the needs of immigrant and refugee populations, and to support the development of existing county level mental health programs for immigrant and refugee populations, explore use of PEI and/or Innovation funds to strengthen or establish new programs and services, and to support increased participation of immigrant and refugee community members in the Community Program Planning (CPP) Process. Contractor ***shall*** hold these meetings with the following:
      1. Representatives of the county behavioral/mental health department tasked with mental health program and planning. This ***may*** include the director, MHSA coordinator, ethnic services manager, etc.; and
      2. County level decision making entities which ***may*** include the county MHSA Steering Committee, local mental health board, County Board of Supervisors, MHSA Cultural Competence Committee, and the County Office of Education.
   2. Contractor may meet with the same representatives more than once in a contract year, and are encouraged to meet more than once a year.
   3. Meetings ***shall*** be documented in the Quarterly Reports and Contractor will collect and include qualitative and quantitative data which will include at minimum the following information:
      1. Date, time, location of each meeting.
      2. List of names of meeting participants.
      3. Summary of the discussion, what specific barriers to care were addressed, and action items developed as a result of the meeting.
      4. Total number of all advocacy meetings held in the quarter.
      5. Names and total number of participants in advocacy meetings held so far.
   4. Contractor ***shall*** retain a copy of the following and provide to the MHSOAC if requested:
      1. A copy of the meeting agenda.
      2. A copy of meeting RSVP and attendee lists.
2. Deliverable 2: Training and Education
   1. Contractor ***shall*** hold trainings and education to local and county mental health service providers, clinicians, mental health professionals, peer-based providers, and interpreters on culturally and linguistically appropriate services for the identified population. Cultural competence is defined as the ability of providers and organizations to effectively deliver mental health services that meet the social, cultural, and linguistic needs of individuals and families. Successful Proposers must deliver training and education to improve providers’ knowledge, understanding, and skills to work with and provide services to culturally, linguistically, and socio-economically diverse identified immigrant and refugee populations. Training and education for counties and mental health providers shall be designed to increase awareness of the mental health needs of immigrant and refugee populations and focus on the skills and knowledge necessary to value diversity, understand and respond to cultural differences, and increase awareness of providers’ and/or organization’s cultural norms and practices. Training topics ***may*** include:
      1. Understanding of traditional beliefs and values, language proficiency, reasons for immigration and migration and how those experiences may affect an individual’s ability to or need for seeking services.
      2. How attitudes, including fear and distrust, toward mental health care providers can impact service delivery.
      3. How different cultures define mental health care within their communities including the causes of, symptom expression, alternative healing practices, stigma, and family practices.
      4. Interpretation services for health practitioners, counselors, social workers, and caretakers to ensure equal access to all types of services available to immigrant and refugee communities
   2. Trainings ***shall*** be documented in the Quarterly Reports and Contractor will collect and include qualitative and quantitative data which will include at minimum the following information:
      1. Date, time, location of each training.
      2. The target audience of the training.
      3. Total number of participants in the training.
      4. Summary of the training module/curriculum, comments and discussion during the training, and action items developed as a result of the training.
      5. Lessons learned and reflections on areas of focus or improvement for future training activities.
      6. Survey data from training on participant satisfaction.
      7. Total number of trainings held in the quarter.
      8. Total number of participants in trainings held so far.
   3. Contractor ***shall*** retain a copy of the following and provide to the MHSOAC if requested:
      1. A copy of the training sign-in sheet and RSVP lists.
      2. A copy of the training module/curriculum.
      3. Pre-training survey and post-training comments and feedback collected from post-training survey.
3. Deliverable 3: Outreach and Engagement
   1. Contractor ***shall*** conduct and implement Outreach and Engagement strategies through the coordination and facilitation of strategically designed activities or events such as roundtables, workshops, focus groups, etc. to connect community members, stakeholders, youth, peers, community partners and other entities serving immigrants and refugees individuals and families. Outreach and engagement activities shall be designed to encourage information sharing and collaboration among immigrant and refugee serving entities within the community. Activities shall provide a venue to promote discussion on the needs and challenges of immigrant and refugee communities, identify strategies to address needs, promote awareness of local services and supports, and support linkage to a variety of needed services and supports beyond mental health including housing, employment, education, language, and economic.
   2. Contractor ***shall*** foster collaboration between immigrant and refugee serving organizations, students and youth, peer-based workers, and community members with a focus on identifying the needs of immigrant and refugee populations, developing strategies to address those needs, and equip to community members with the tools needed to advocate at the local and state level, ensuring immigrant and refugee needs are integrated into the development of programs and services.
   3. Activities ***shall*** be documented in the Quarterly Reports and Contractor will collect and include qualitative and quantitative data which will include at minimum the following information:
      1. Date, time, location of each activity.
      2. The target audience of the activity.
      3. Total number of participants in the outreach activity or event.
      4. Summary of the activity curriculum, discussion and comments, lessons learned, and action items developed as a result of the activity.
      5. Survey data on outreach event participant satisfaction.
      6. Total number of outreach activities or events held in the quarter.
      7. Total number of participants reached in outreach activities so far.
   4. Contractor ***shall*** retain a copy of the following and provide to the MHSOAC if requested:
      1. A copy of sign-in sheet and RSVP lists.
      2. A copy of the activity agenda or curriculum.
      3. Pre- and post-survey comments and feedback collected from activity.
4. Deliverable 4: Other Project Activities
   1. Each Contractor shall be responsible for the following:
   2. Provide a Quarterly Report that will be reviewed by MHSOAC. Upon submission of the Quarterly Report, the Contractor may submit an invoice for that quarter’s payment. The MHSOAC must approve the Quarterly Report before approving the invoice for payment. The MHSOAC reserves the right to contact the Contractor to discuss the report as part of the payment approval process. In addition to the qualitative and quantitative data listed above, the report shall contain the following information:
      1. List and summary of activities that occurred within the reporting period;
      2. Description of notable decision makers, agencies, and community members contacted;
      3. A statement on whether contract activities are on schedule (completed/not completed); and
      4. If not on schedule, provide the reason(s) for not being on schedule and the corrective action, if any, to address the delay.
      5. Based on the report and other additional information provided, the MHSOAC may choose one of the following options:
         1. Approve the report and invoice.
         2. Approve the report, request additional information (including meetings) to assist in the corrective action, and approve the invoice.
         3. Request additional information before the report and invoice are approved.
      6. The MHSOAC will provide the Quarterly Report template and reserves the right to modify the requirements of the content of the Quarterly Status Report (in agreement with the contractor) during the course of the contract to better reflect the activities being performed.
   3. Meet with the MHSOAC on a quarterly basis upon approval of the Quarterly Report to:
      1. Discuss in detail the contents of the Quarterly Report;
      2. Provide updates to the MHSOAC on current and critical needs of the immigrant and refugee population;
      3. Discuss any delayed activities or challenges; and
      4. Seek out technical assistance from the MHSOAC, if needed.
   4. Work with the Commission’s State-Level Advocacy Contractor and meet on an as-needed basis or schedule to be determined between the State-Level Advocacy Contractor and the Local Program Contractor
      1. Develop State-Level advocacy messaging based on the work done by the Local Program Contractor
      2. Share qualitative and quantitative data collected by the Local Program Contractor, based on the requirements in this section (IV.B.) and any other additional data collected by the Local Program Contractor.
      3. Identify and collect any additional data necessary to better support the Statewide messaging
      4. Attend training meetings provided by the State-Level Advocacy Contractor
   5. Attend and participate in collaboration meetings with the Immigrant and Refugee Contractors two times per year to:
      1. Collaborate with Local Contractors and Statewide Contractor
      2. Share updates on current activities, lessons learned, and successes
      3. Identify areas for potential collaboration
      4. Discuss upcoming projects and plans
5. Other Interactions with MHSOAC
   1. Each Contractor shall attend a kickoff meeting with the MHSOAC Contract Manager (CM) at the start of the Contract. The Contractor’s Project Manager (PM) 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. MHSOAC will designate the date and location of this meeting.
   2. The Contractor shall engage in ongoing communication with the MHSOAC and relevant constituents regarding progress within all facets of this project. Specifically, the Contractor shall be prepared to, at the request of the Commission:
      1. Provide an annual update of Workplan and Deliverables;
      2. Maintain ongoing interaction with MHSOAC staff and other MHSOAC constituents;
      3. Participate in briefing calls with MHSOAC staff to discuss project progress and the status of Deliverables;
      4. Provide periodic updates and presentations to MHSOAC Committees and Commissioners;
      5. Present the final results/conclusions of this work to Commissioners and the public at a Commission meeting; and
      6. Develop and provide a plan for dissemination of Deliverables to MHSOAC stakeholders.

## WORKPLAN AND COST

### WORKPLAN

The Proposer must respond to the requirement by completing **ATTACHMENT 8**, **Workplan.**

The following requirements must be addressed in the Workplan:

1. Proposer’s plan for Local-Level Advocacy
   1. Proposer shall provide a plan to provide Local-Level Advocacy that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations.
   2. In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve.
   3. Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it.
   4. The Plan shall also include:
      1. Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations.
      2. Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.1.c), to support meeting the Goals and Objectives of this RFP.
      3. Tentative schedule or timeline of when local-level advocacy activities will take place.
2. Proposer’s plan for Training and Education
   1. Proposer shall provide a plan to provide Training and Education that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations
   2. In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve.
   3. Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it.
   4. The Plan shall also include:
      1. Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations.
      2. Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.2.b), to support meeting the Goals and Objectives of this RFP.
      3. Tentative schedule or timeline of when training activities will take place.
3. Proposer’s plan for Outreach and Engagement
   1. Proposer shall provide a plan to provide Outreach and Engagement that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations
   2. In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve.
   3. Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it.
   4. The Plan shall also include:
      1. Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations.
      2. Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.3.c), to support meeting the Goals and Objectives of this RFP.
      3. Tentative schedule or timeline of when outreach activities will take place.

### COST

This is a fixed price contract in which payments will be made quarterly to each Contractor. Payments will be released based on Contractor meeting the activities in the Workplan. Payment milestones need to be identified, met, and approved before payments are approved during the contract term.

Contract amount is for a total of $402,500, which will be paid in equal quarterly amounts, allocated as follows for each year:

1. Year 1 - $134,166 (quarterly payment = $33,541.50)
2. Year 2 - $134,166 (quarterly payment = $33,541.50)
3. Year 3 - $134,168 (quarterly payment = $33,542.00)

Proposer must complete **ATTACHMENT 13, Payee Data Record.** In order to receive payment from the State, it is required that a Payee Data Record be completed, in lieu of an IRS W-9 or W-7. The information provided will be used to populate the check (warrant) when payments are made. In addition, the information is used for California state agencies to prepare Information Returns (Form1099).

## REFERENCES

The Proposer shall provide four (4) references as follows: two (2) references shall be from organizations for which the Proposer has worked with in providing local advocacy for the identified population (**ATTACHMENT 9A, References (Organization)**); and two (2) references will be from individuals from the identified population, who have received training and education, 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, OR previously employed by the Proposer during the time period referred to in the reference (**ATTACHMENT 9B, References (Individual)**). 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 8A or 8B, sign the document and return to the Proposer to be submitted as part of the proposal.

## PROPOSAL SUBMISSION INSTRUCTIONS

This section contains the format requirements and instructions on how to submit a Proposal. The format is prescribed to assist the Proposer in meeting State bidding requirements and to enable the MHSOAC to evaluate each Proposal uniformly and fairly. Proposers must follow all Proposal format instructions, answer all questions, and supply all required documents.

### REQUIRED DOCUMENTS

Proposals shall include all required attachments, as listed in **ATTACHMENT 1, Required Attachment Checklist**, and be organized in the following order:

* Attachment 1: Required Attachment Checklist
* Attachment 2: Intent to Bid
* Attachment 3: Proposal/Proposer Certification Sheet
* Attachment 4: Secretary of State Registration
* Attachment 5: Minimum Qualifications
* Attachment 6: Desirable Qualifications
* Attachment 7: Background
* Attachment 8: Workplan
* Attachment 9A: References (Organization)
* Attachment 9B: References (Individual)
* Attachment 10: Bidder Declaration (GSPD-05-105)
* Attachment 11: Contractor Certification Clauses (CCC-307)
* Attachment 12: Darfur Contracting Act Certification (if applicable)
* Attachment 13: Payee Data Record (STD 204)

Proposals not including 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*.**

### REQUIRED FORMAT FOR A PROPOSAL

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 all of 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.

### PROPOSAL SUBMISSION

Proposers must submit:

1. One (1) complete Proposal with all required Attachments and signatures to the following email address: [mhsoac@mhsoac.ca.gov](mailto:mhsoac@mhsoac.ca.gov)
2. Include in the Subject Line: MHSOAC Immigrants and Refugees RFP I-R\_002 Proposal

All documents contained in the Proposal package must have appropriate signatures and must be signed by a person who is authorized to bind the proposing organization.

Proposers are responsible for ensuring all attachments and signatures are included in the proposal

In addition, proposer is responsible for ensuring proposal is complete and that all pages on the proposal are legible. The Commission is not responsible for adding pages to an incomplete proposal or illegible proposals, which may impact the scoring.

Proposers are encouraged to thoroughly review their proposals before submission. The complete Proposal package must be submitted together by the due date specified in Section I.B. Key Action Dates. Proposals received after the due date will be considered non-compliant.

Due to file size restrictions, please ensure the proposal does not exceed 20mb 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 sending in multiple files, all files have to be received by the date and time listed on the Key Action Dates in Section I.B. It is recommended that Proposer send in a follow-up email to ensure the Commission has received the complete proposal submission.

## LATE SUBMISSIONS

Late proposals will not be accepted regardless of the method sent. Proposer assumes all risk of late delivery by any method. Proposals received after the deadline will be rejected without review. Incomplete submissions may be rejected without review.

## SCORING PROCESS

This section explains how the Proposals will be scored.

### PROPOSAL SCORING

Proposals will be evaluated and scored based on their response to the information requested in this RFP. 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 is confidential. The competitive process is deemed completed upon issuance of the Notice of Intent to Award. All Proposals and the final evaluation and scoring sheet will be considered public documents upon issuance of the Notice of Intent to Award.

Proposals will be evaluated as follows:

Administrative Review

Each Proposal will first be checked by the MHSOAC for the presence of all required documents as listed in **Section VII.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.

Technical Review

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

* Desirable Qualifications (Attachment 6)
* Background (Attachment 7)
* Workplan (Attachment 8)
* References (Attachment 9A and 9B)

**Total Points Available:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| 1 | Administrative Review | Pass/Fail |
| 2 | Minimum Qualifications | Pass/Fail |
| 3 | Desirable Qualifications | 140 |
| 4 | Proposer Background | 700 |
| 5 | Workplan | 720 |
| 6 | References | 200 |
| **7** | **Total Evaluation Points** | **1,760** |

**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. |
| 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 and experience that support the stated goal and objectives |

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** |
| **DESIRABLE QUALIFICATIONS** | |  |
| B.1. | Primary organization focus is advocacy, training and education, and outreach and engagement activities related to the mental health needs of immigrant and refugee populations  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| B.2. | Have experience in advocacy, training and education, and outreach and engagement activities related to the mental health needs of immigrant and refugee populations  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| B.3. | Have experience that demonstrates capability to manage a project of similar duration and funding  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| B.4. | Have experience with incorporating concepts of client and family resilience and recovery into programs, projects, training, or technical assistance  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| B.5. | Have experience working with different subpopulations (e.g., LGBTQ, veterans, foster-youth, etc.) within immigrant and refugee communities  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| B.6. | Have staff who speak the language of the identified population  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| B.7. | Have staff who are immigrants and/or refugees  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
|  | **TOTAL DESIRABLE QULAIFICATIONS POINTS** | **140** |
| **PROPOSER BACKGROUND** | |  |
| C.1. | Which specific immigrant and/or refugee populations do you work with?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.2. | Describe what your organization does to advocate for the mental health and wellness needs of immigrants and/or refugees.  *Scoring Criteria: Clarity, Reasonableness*  (*Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.3. | What county or counties do you provide services in?  *Scoring Criteria: Clarity, Reasonableness*  (*Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.4. | How do you determine where service gaps may exist for the immigrants and/or refugees?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| C.5. | What are the specific outcomes you are working toward?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| C.6. | What data do you collect to support the outcomes?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| C.7. | What do you measure to determine the success of your approach?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| C.8. | List the organizations that you collaborate with in working with the identified immigrant and refugee population.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.8.a. | Provide organization name, contact name, contact phone, contact email (20 minimum to receive points). Organizations can only be listed once to receive points (no duplicates).  *Scoring criteria: Minimum 20 organizations needed to be awarded points. Proposers will receive 20 points for submitting 20 organizations. For each additional list of 5 organizations, proposers will receive an additional 2 points, up to a maximum of 10 additional points for a total of 30 points awarded for this requirement.*  Scoring table:   |  |  | | --- | --- | | No. of Contacts | Points Awarded | | 0 - 19 | 0 | | 20 | 20 | | 25 | 22 | | 30 | 24 | | 35 | 26 | | 40 | 28 | | 45+ | 30 |   Note – The list provided needs to be unique organizations. Only one contact per organization is allowed. | 30 |
| C.9. | During Covid - How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services? This may include contacts through virtual meetings, such as Zoom, Webex, Teams, etc.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.9.a. | How did you determine this number? Provide support.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)* | 40 |
| C.10. | Pre-Covid – How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services?  *Scoring Criteria: Clarity, Reasonableness*  (*Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.10.a. | How did you determine this number? Provide support.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)* | 40 |
| C.11. | How long has your organization been in existence?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.11.a. | Provide Support.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)* | 40 |
| C.12. | How many staff do you have? This does not include volunteers or contractors.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.12.a. | Provide Support.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)* | 40 |
| C.13. | How many staff speak the language of the identified population(s)?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.13.a. | List the staff and the languages they speak.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)* | 40 |
| C.14. | How many staff are immigrants and/or refugees?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.14.a. | List the staff who are an immigrant and/or refugee.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)* | 40 |
| C.15. | How many volunteers do you have assisting you in your work with immigrants and/or refugees?  *Scoring Criteria: Clarity, Reasonableness*  *(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each.)* | 10 |
| C.15.a. | Provide support.  *Scoring Criteria: Clarity, Reasonableness*  *(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)* | 40 |
| **Direct Engagement with the identified population** | |  |
| 1. | Direct contact with identified population (Covid)  Proposer who has the highest ratio of direct contacts (C.10.) with the immigrant and refugee population compared to total staff (C.13.) will receive 40 points. All other Proposers will receive a percent of the 40 points based on their ratio number divided by the ratio number of the highest Proposer (who received the 40 points).  Ratio calculation is: Number of direct contacts / Total staff.  Ratio to allocate the 40 points is: Proposer’s ratio number / the highest ratio number calculated from all proposers.  (Example: Proposer A has 5 staff and has documented 100 direct contacts with immigrants and refugees in the past year. Proposer B has 4 staff and has document 120 direct contracts with immigrants and refugees in the past year. Proposer A ratio calculation is 100/5 = 20. Proposer B calculation is 120/4 = 30. Proposer B would receive the full 40 points, as a ratio of 30 is greater than a ratio of 20. Proposer A would receive a ratio of the points as follows: 20/30 x 40 points = 26.67) | 40 |
| 1. | Direct contact with identified population (Pre-Covid)  Proposer who has the highest ratio of direct contacts (C.11.) with the immigrant and refugee population compared to total staff (C.13.) will receive 40 points. All other Proposers will receive a percent of the 40 points based on their ratio number divided by the ratio number of the highest Proposer (who received the 40 points).  Ratio calculation is: Number of direct contacts / Total staff.  Ratio to allocate the 40 points is: Proposer’s ratio number / the highest ratio number calculated from all proposers.  (Example: Proposer A has 5 staff and has documented 100 direct contacts with immigrants and refugees in the past year. Proposer B has 4 staff and has document 120 direct contracts with immigrants and refugees in the past year. Proposer A ratio calculation is 100/5 = 20. Proposer B calculation is 120/4 = 30. Proposer B would receive the full 40 points, as a ratio of 30 is greater than a ratio of 20. Proposer A would receive a ratio of the points as follows: 20/30 x 40 points = 26.67) | 40 |
| 2. | Speaks the language of the identified population.  Points will be awarded based on the ratio of staff who speak the language of the identified population (C.14.) compared to the total staff (C.13.) multiplied by the points available (40).  Calculation: Number staff who speak the identified population language / Number of Staff x 40 points  (Example: Proposer A has 5 staff. 4 of them speak the language of the identified population that they serve. Proposer A would be awarded the following points: 4 / 5 x 40 points = 32 points) | 40 |
| 3. | Staff experience as an immigrant and/or refugee.  Points will be awarded based on the ratio of staff who are immigrants and/or refugees (C.15.) compared to the total staff (C.13.) multiplied by the points available (40).  Calculation: Number of staff who are immigrants and/or refugee / Number of staff x 40 points  (Example: Proposer A has 5 staff. 3 of them are immigrants and/or refugees. Proposer A would be awarded the following points: 3 / 5 x 40 points = 24 points) | 40 |
| **4.** | Direct contact (volunteers) with identified population (Pre-Covid)  Proposer who has the highest ratio of direct contacts (C.8.) with the immigrant and refugee population compared to total volunteers (C.16.) will receive 40 points. All other Proposers will receive a percent of the 40 points based on their ratio number divided by the ratio number of the highest Proposer (who received the 40 points).  Ratio calculation is: Number of contacts / Total volunteers.  Ratio to allocate the 40 points is: Proposer’s ratio number / the highest ratio number calculated from all proposers.  (Example: Proposer A has 50 volunteers and has documented 1,000 direct contacts with immigrants and refugees annually, pre-Covid. Proposer B has 40 volunteers and has document 1,200 direct contracts with immigrants and refugees annually, pre-Covid. Proposer A ratio calculation is 1,000/50 = 20. Proposer B calculation is 1,200/44 = 30. Proposer B would receive the full 40 points, as a ratio of 30 is greater than a ratio of 20. Proposer A would receive a ratio of the points as follows: 20/30 x 40 points = 26.67) | 40 |
|  | **TOTAL PROPOSER BACKGROUND POINTS** | **700** |
| **WORKPLAN** | |  |
| A.1.a. | Proposer shall provide a plan to provide Local-Level Advocacy that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations.  *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 3 to award max points.)* | 60 |
| A.1.b. | In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve  *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 3 to award max points.)* | 60 |
| A.1.c. | Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it  *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 2 to award max points.)* | 40 |
| A.1.d.i. | Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations.  *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 2 to award max points.)* | 40 |
| A.1.d.ii. | Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.1.c), to support meeting the Goals and Objectives of this RFP  *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.* | 20 |
| A.1.d.iii | Tentative schedule or timeline of when local-level advocacy activities will take place  *Scoring Criteria: Clarity, Reasonableness.*  *(Each criteria is worth 5 points each. Score will be multiplied by 2 to award max points.)* | 20 |
| A.2.a. | Proposer shall provide a plan to provide Training and Education that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations.  *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 3 to award max points.)* | 60 |
| A.2.b. | In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve  *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 3 to award max points.)* | 60 |
| A.2.c. | Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it  *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 2 to award max points.)* | 40 |
| A.2.d.i. | Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations.  *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 2 to award max points.)* | 40 |
| A.2.d.ii. | Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.2.b.), to support meeting the Goals and Objectives of this RFP  *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.)* | 20 |
| A.2.d.iii | Tentative schedule or timeline of when training activities will take place  *Scoring Criteria: Clarity, Reasonableness.*  *(Each criteria is worth 5 points each. Score will be multiplied by 2 to award max points.)* | 20 |
| A.3.a. | Proposer shall provide a plan to provide Outreach and Engagement that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations.  *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 3 to award max points.)* | 60 |
| A.3.b. | In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve  *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 3 to award max points.)* | 60 |
| A.3.c. | Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it  *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 2 to award max points.)* | 40 |
| A.3.d.i. | Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations.  *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 2 to award max points.)* | 40 |
| A.3.d.ii. | Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.3.c.), to support meeting the Goals and Objectives of this RFP  *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.* | 20 |
| A.3.d.iii | Tentative schedule or timeline of when outreach activities will take place  *Scoring Criteria: Clarity, Reasonableness.*  *Each criteria is worth 5 points each. Score will be multiplied by 2 to award max points.)* | 20 |
|  | **TOTAL PROPOSER WORKPLAN POINTS** | **720** |
| **REFERENCES** | |  |
| 1 | Reference 1 (Organization)  *(Max 50 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 2 to award max points)* | 50 |
| 2 | Reference 2 (Organization)  *(Max 50 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 2 to award max points)* | 50 |
| 3 | Reference 3 (Individual)  *(Max 50 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 2 to award max points)* | 50 |
| 4 | Reference 4 (Individual)  *(Max 50 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 2 to award max points)* | 50 |
|  | **TOTAL REFERENCES POINTS** | **200** |
|  | |  |
| **TOTAL EVALUATION POINTS** | | **1,710** |

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 proposals.

### COMMERCIALLY USEFUL FUNCTION

##### Commercially Useful Function (Government Code 14837)

A certified small business, micro-business Contractor, subcontractor or supplier, must meet commercially useful function requirements under Government Code Section 14837(d) (4). Selected firms must perform a "commercially useful function" relevant to this Contract.

The term "small business Contractor, subcontractor supplier" means any person or entity that satisfies the ownership (or management) and control requirements in accordance with Government Code Section 14847 (d) (4) and provides services or goods that contribute to the fulfillment of the Contract requirements by performing a commercially useful function. A person or an entity is deemed to perform a "commercially useful function' if that person or entity does all of the following:

* Is responsible for the execution of a distinct element of the work of the Contract;
* Carries out the obligation by actually performing, managing, or supervising the work involved;
* Performs work that is normal for its business services and functions; and
* Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor’s, subcontractors, or supplier’s role is limited to that of an extra participant in order to obtain the appearance of disabled veteran business participation.

##### Bidder CUF Requirements

In responding to this solicitation, you are confirming that, under California Code of Regulations 1896.1, your business provides goods and or services that meet the definition of "commercially useful function." All Bidders are required to provide CUF documentation using the attached State's Bidder Declaration Form GSPD-05-105 (**ATTACHMENT 10, Bidder Declaration**). When completing the declaration, Bidders must identify all subcontractors proposed for participation in the Contract. Any Bidder awarded a Contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

### AWARD PROCEDURES

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

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

## ADMINISTRATION

### COST OF DEVELOPING PROPOSAL

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

### CONFIDENTIAL INFORMATION

The Commission will not accept any Proposals that are marked confidential or proprietary. Proposals marked confidential or proprietary will be deemed non-compliant and will not be scored.

### DARFUR CONTRACTING ACT OF 2008

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 12, Darfur Contracting Act Certification**).

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 12, Darfur Contracting Act Certification** ).

### RFP CANCELLATION AND AMENDMENTS

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

* Cancel this RFP;
* Amend this RFP as needed; or
* Reject any or all Proposals received in response to this RFP.

If the RFP is amended, the MHSOAC will send an addendum to all parties who submitted an Intent to Bid and will post it on the MHSOAC’s website at [www.mhsoac.ca.gov](http://www.mhsoac.ca.gov).

### ERRORS IN THE RFP

If a Proposer discovers any ambiguity, conflict, omission, or other error in the RFP, the Proposer shall immediately notify the MHSOAC of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the RFP, without divulging the source of the request for clarification. If a Proposer fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the Proposer submits a Proposal at Proposer’s own risk.

### 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.

### IMMATERIAL DEFECT

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

### DISPOSITION OF PROPOSALS

Upon Proposal opening, all documents submitted in response to this RFP will become the property of the State of California.

### PROPOSER’S ADMONISHMENT

The RFP contains the instructions governing the requirements for a proposal to be submitted by interested Proposers, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Proposer responsibilities. Proposers must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting Proposal.

### REJECTION OF PROPOSAL

Deviation, whether or not intentional, may cause a Proposal to be non-compliant and not considered for award. The MHSOAC may reject any or all Proposals. Final Proposals not received by the date and time specified in the Key Action Dates or not sealed will be rejected.

### PROTEST PROCEDURES

This RFP is solicited in accordance with the Welfare and Institutions Code Section 5897(f) which exempts the MHSOAC 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 MHSOAC rejects all proposals based on the best interest of the State or if the MHSOAC 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 5:00pm, 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 NUMBER

Immigrant and Refugee RFP

Lester Robancho, Procurement Official

Mental Health Services Oversight and Accountability Commission

1812 9th Street, Sacramento, California 95814

Within five (5) working days from the date the MHSOAC receives the Intent to Protest letter, the protesting Proposer must file with the MHSOAC 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 MHSOAC correctly applied the prescribed evaluation rating standards in the RFP or if the MHSOAC 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 MHSOAC has reviewed and resolved the protest.

The Executive Director of the MHSOAC 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.

### AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by the MHSOAC 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 MHSOAC reserves the right to terminate the agreement. All performance under the agreement shall be completed on or before the termination date of the agreement. The current term of the agreement is 36 months. The MHSOAC reserves the right to negotiate minor provisions of the contract. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

### OTHER ATTACHMENTS

There are many attachments included in this RFP. Many of them are described within the body of this RFP in their appropriate sections. The remaining attachments will be explained here.

ATTACHMENT 13, 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 (Form1099).

ATTACHMENT 14, Sample Contract, provides an example of the resulting contract that will be awarded to the top 4 proposals. Nothing is required to be done at this time in responding to the RFP:

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.

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

EXHIBIT C – General Terms and Conditions are the rules covering this contract and are standard language on all non-information technology contracts.

APPENDIX 1, Community Engagement, provides the detail information from the survey and listening sessions conducted by the MHSOAC, in support of developing this RFP.

## ATTACHMENT 1: Required Attachments 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 MHSOAC.

|  |  |  |
| --- | --- | --- |
|  | **Form** | **Form Name/Description** |
|  | Attachment 1 | Required Attachments Checklist |
|  | Attachment 2 | Intent to Bid |
|  | Attachment 3 | Proposal/Proposer Certification Sheet |
|  | Attachment 4 | Secretary of State Registration |
|  | Attachment 5 | Minimum Qualifications |
|  | Attachment 6 | Desirable Qualifications |
|  | Attachment 7 | Background |
|  | Attachment 8 | Workplan |
|  | Attachment 9A | References (Organization) |
|  | Attachment 9B | References (Individual) |
|  | Attachment 10 | Bidder Declaration (GSPD-05-105) |
|  | Attachment 11 | Contractor Certification Clauses (CCC-307) |
|  | Attachment 12 | Darfur Contracting Act Certification (if applicable) |
|  | Attachment 13 | Payee Data Record (STD 204) |

## ATTACHMENT 2: Intent to Bid

Lester Robancho  
Mental Health Oversight and Accountability Commission  
1325 J Street, Suite 1700  
Sacramento, CA 95814

Reference: Immigrants and Refugees RFP Stakeholder I-R\_002

Send to: [mhsoac@mhsoac.ca.gov](mailto:mhsoac@mhsoac.ca.gov)

This is to notify you that it is our present intent to submit a proposal in response to the above referenced RFP. The individual to whom information regarding this RFP should be transmitted is:

|  |  |
| --- | --- |
| Name: |  |
| Company Name: |  |
| Address: |  |
| City, State and ZIP Code: |  |
| Telephone: |  |
| E-Mail: |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name (Signature) |  | Date |
| Name and Title (Print) |  | Telephone |
| Company Name |  | Email |

## ATTACHMENT 3: Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and return along with all the "required attachments" as an entire package with appropriatesignature(s) by a representative authorized to bind the organization. Electronic signatures are acceptable

Place all required attachments with this certification sheet.

The signature affixed hereon and dated certifies acceptance and compliance with all the requirements of this RFP and Proposal document, and attests that all information provided is true and accurate.

|  |  |
| --- | --- |
| **Company Name** | **Telephone Number** |
|  |  |
| **Address** | **Fax Number** |
|  |  |
| **Contact Name** | **Title** |
|  |  |
| **Authorized Signature** | **Date** |
|  |  |

## ATTACHMENT 4: Secretary of the State Registration

Proposer must provide evidence of registration with the Secretary of the State to do business in California. If the Proposer is a corporations, limited liability companies or limited partnerships, the Proposer shall submit a copy of its current active status with the Secretary Of State Business Certification program.

Go to <https://businesssearch.sos.ca.gov/>, Business Search. Select your company’s entity type under Search Type and enter you company’s name under Search Criteria. Select Search. On the search results page, select your company’s name under Entity Name. Screen print the Business Search – Entity Detail page and attach to your proposal. The Status on the page must equal “Active”.

## ATTACHMENT 5: Minimum Qualifications

**Minimum Qualifications**

|  |  |  |
| --- | --- | --- |
| **Qualification** | **Yes/No** | **Documentation Provided:** |
| 1. Have been in existence for at least two years in providing direct outreach and engagement to the identified population; | Yes  No |  |
| 1. Have experience and capacity to engage the identified immigrant and refugee population; | Yes  No |  |
| 1. Is a non-profit organization, registered to do business in California; | Yes  No | (R*efer to Attachment 4: Secretary of State Registration*) |
| 1. Have staff that have been employed by the organization for at least one year. | Yes  No |  |

## ATTACHMENT 6: Desirable Qualifications

|  |  |  |
| --- | --- | --- |
| **III PROPOSER QUALIFICATIONS** | | |
| **B.** | **Desirable Qualifications:**  **Provide responses to the following:** | |
| 1. | Primary organization focus is advocacy, training and education, and outreach and engagement activities related to the mental health needs of immigrant and refugee populations  a. Provide organization’s publicly available mission statement? |
| 2. | Have experience in advocacy, training and education, and outreach and engagement activities related to the mental health needs of immigrant and refugee populations;  a. Provide examples of how the organization meets this requirement. (*Examples may be attached*) |
| 3. | Have experience that demonstrates capability to manage a project of similar duration and funding  a. Provide examples or other support of how the organization meets this requirement. (*Examples or other support may be attached*) |
| 4. | Have experience with incorporating concepts of client and family resilience and recovery into programs, projects, training, or technical assistance  a. Provide examples or other support of how the organization meets this requirement. (*Examples or other support may be attached*) |
| 5. | Have experience working with different subpopulations (e.g., LGBTQ, veterans, foster-youth, etc.) within immigrant and refugee communities  a. Provide examples or other support of how the organization meets this requirement. (*Examples or other support may be attached*) |
| 6. | Have staff who speak the language of the identified population; and  a. Provide statement attesting to meeting this requirement or support showing meeting this requirement. |
| 7. | Have staff who are immigrants and/or refugees.  a. Provide statement attesting to meeting this requirement or support showing meeting this requirement. |

## ATTACHMENT 7: Background

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **III PROPOSER QUALIFICATIONS** | | | | | | |
| **C.** | **Proposer Background:**  **Provide responses to the following:** | | | | | |
| 1. | Which specific immigrant and/or refugee populations do you work with? | | | | |
| 2. | Describe what your organization does to advocate for the mental health and wellness needs of immigrants and/or refugees. | | | | |
| 3. | What county or counties do you provide services in? | | | | |
| 4. | How do you determine where service gaps may exist for the immigrants and/or refugees? | | | | |
| 5. | What are the specific outcomes you are working toward? | | | | |
| 6. | What data do you collect to support the outcomes? | | | | |
| 7. | What do you measure to determine the success of your approach? | | | | |
| 8. | List the organizations that you collaborate with in working with the identified immigrant and refugee population. | | | | |
| a. | Provide organization name, contact name, contact phone, contact email (20 minimum) | | | |
| *Organization Name* | *Contact Name (First and Last)* | *Contact Phone #* | *Contact Email* |
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| 9. | During Covid - How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services? This may include contacts through virtual meetings, such as Zoom, Webex, Teams, etc. | | | | |
| a. | How did you determine this number? Provide support. | | | |
| 10. | Pre-Covid – How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services? | | | | |
| a. | How did you determine this number? Provide support. | | | |
| 11. | How long has your organization been in existence? | | | | |
| a. | Provide support | | | |
| 12. | How many staff do you have? This does not include volunteers or contractors. | | | | |
| a. | Provide support | | | |
| 13. | How many staff speak the language of the identified population(s)? | | | | |
| a. | List the staff and the languages they speak.  (Add lines to the table as necessary)   |  |  |  | | --- | --- | --- | | **No.** | **Name** | **Languages Spoken** | | 1 |  |  | | 2 |  |  | | 3 |  |  | | 4 |  |  | | 5 |  |  | | 6 |  |  | | 7 |  |  | | 8 |  |  | | 9 |  |  | | 10 |  |  | | | | |
| 14. | How many staff are immigrants and/or refugees? | | | | |
| a. | List the staff who are an immigrant and/or refugee.  (Add lines to the table as necessary)   |  |  |  | | --- | --- | --- | | **No.** | **Name** | **Country of Origin** | | 1 |  |  | | 2 |  |  | | 3 |  |  | | 4 |  |  | | 5 |  |  | | 6 |  |  | | 7 |  |  | | 8 |  |  | | 9 |  |  | | 10 |  |  | | | | |
|  | 15. | How many volunteers do you have assisting you in your work with immigrants and/or refugees? | | | | |
| a. | Provide support | | | |

## ATTACHMENT 8: Workplan

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **V. WORKPLAN AND COST** | | | | |
| **A** | **Workplan:**  The following requirements need to be addressed in the Workplan**:** | | | |
| 1. | a. | Proposer shall provide a plan to provide Local-Level Advocacy that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations. | |
| b. | In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve. | |
| c. | Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it. | |
| d. | The Plan shall also include: | |
| i. | Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations. |
| ii. | Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.1.c), to support meeting the Goals and Objectives of this RFP |
| iii. | Tentative schedule of when local-level advocacy activities will take place.  (State the month when each activity will be completed for each year. Add line as necessary)   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Deliverable 1** | | **Year 1** | **Year 2** | **Year 3** | |  | Advocacy 1 |  |  |  | | Advocacy 2 |  |  |  | | Advocacy 3 |  |  |  | | Advocacy 4 |  |  |  | |
| 2. | a. | Proposer shall provide a plan to provide Training and Education that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations. | |
| b. | In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve. | |
| c. | Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it. | |
| d. | The Plan shall also include: | |
| i. | Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations. |
| ii. | Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.2.b), to support meeting the Goals and Objectives of this RFP. |
| iii. | Tentative schedule of when training activities will take place.  (State the month when each activity will be completed for each year. Add lines as necessary)   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Deliverable 2** | | **Year 1** | **Year 2** | **Year 3** | |  | Training 1 |  |  |  | | Training 2 |  |  |  | | Training 3 |  |  |  | | Training 4 |  |  |  | |
| 3. | a. | Proposer shall provide a plan to provide Outreach and Engagement that is in line with the Scope of Work (Section IV. Scope of Work). The plan shall be specific to the populations that you serve and include a narrative on the benefits of this plan to those populations. | |
| b. | In addition, Proposer shall provide a narrative as to how they determined this is the best plan for the populations they serve. | |
| c. | Proposer shall also explain what they want to accomplish from this plan and how they will measure the success of it. | |
| d.. | The Plan shall also include: | |
| i. | Explanation and strategy of how it will accomplish the Goal and Objectives of this RFP and bring awareness to the challenges and issues faced by immigrant and refugee populations. |
| ii. | Identification of additional qualitative and quantitative data that will be collected, besides what is described in this RFP (section IV.B.3.c), to support meeting the Goals and Objectives of this RFP. |
| iii. | Tentative schedule of when outreach activities will take place.  (State the month when each activity will be completed for each year. Add limes as necessary)   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Deliverable 3** | | **Year 1** | **Year 2** | **Year 3** | |  | Outreach 1 |  |  |  | | Outreach 2 |  |  |  | | Outreach 3 |  |  |  | | Outreach 4 |  |  |  | |

## ATTACHMENT 9A: 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 a 1 or 5 rating | **Rating**  *(Circle One)* |
| 1. Demonstrated experience in advocacy, outreach, and training activities related to mental health. |  | 1 2 3 4 5 |
| 2. Demonstrated capability to manage a project of similar duration and funding. |  | 1 2 3 4 5 |
| 3. Demonstrated incorporating concepts of client and family resilience and recovery into programs, projects, training, and technical assistance. |  | 1 2 3 4 5 |
| 4. Demonstrated the ability to speak in the language of the immigrant/refugee population being served. |  | 1 2 3 4 5 |
| 5. Demonstrated that staff of the Proposer have experience as an immigrant/refugee. |  | 1 2 3 4 5 |

**Rater’s Signature:** **Date:**

## ATTACHMENT 9B: References (Individual)

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 staff understand your issues/needs? |  | 1 2 3 4 5 |
| 2. Did staff speak to you in your native language? |  | 1 2 3 4 5 |
| 3. Did staff appear to have experience as an immigrant and/or refugee? |  | 1 2 3 4 5 |
| 4. Did staff successfully assist you? |  | 1 2 3 4 5 |
| 5. Did you trust the staff? |  | 1 2 3 4 5 |

**Rater’s Signature:** **Date:**

## ATTACHMENT 10: Bidder Declaration (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: [~~http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf~~](http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf) [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 11: Contract Certification Clauses (CCC-307)

**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 12: Darfur Contracting Act Certification (if applicable)

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 13: Payee Data Record (STD 204)

The Bidder must complete and submit Payee Data Record (STD. 204) with its Final Bid.

This form is available at: http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

## ATTACHMENT 14: Sample Contract

### EXHIBIT A – Scope of Work

1. **GENERAL**

The scope of work for this contract is contained in the proposal submitted by Contractor in response to RFP Stakeholder I-R\_001 and is incorporated by reference and made part of this contract as if attached hereto.

1. **CONTACTS**

|  |  |
| --- | --- |
| State Agency: MHSOAC | Contractor: |
| Name: | Name: |
| Phone: | Phone: |
| E-Mail: | E-Mail: |

Direct all administrative inquiries to:

|  |  |
| --- | --- |
| State Agency: MHSOAC | Contractor: |
| Section/Unit: | Section/Unit: |
| Attention: | Attention: |
| Address: 1812 9th Street, Sacramento, CA 95814 | Address: |
| Phone: | Phone: |
| Fax: (916) 445-4927 | Fax: |
| E-Mail: | E-Mail: |

1. **CONTRACT TERM**

The term of this contract is for 36 months, with all funds allocated in quarterly installments.

Contract funding is based on the Contractor’s compliance with the RFP requirements as submitted through the Contractor’s proposal, which is incorporated by reference and made part of this contract as if attached hereto.

The MHSOAC may withhold funds from the Contractor if the Contractor fails to meet the reporting requirements, falls behind schedule, or modifies the scope of the work performed.

1. **DELIVERABLES**

Deliverables shall be submitted in an electronic format, to be agreed upon prior to start of work, which are easily posted on the MHSOAC website, pursuant to Government Code §11135, and in compliance with accessibility requirements of §508 of the Rehabilitation Act of 1973, as amended and implemented through regulations.

Deliverables shall be free of typos and grammatical errors.

All deliverables shall be developed in consultation with the MHSOAC Project Representative.

The Contractor may seek advice from subject matter experts, form an advisory group, seek technical assistance from the Commission and/or pursue other strategies to support the development and completion of all deliverables. Subject to resources, the MHSOAC shall strive to provide consultation and technical assistance to support the implementation of this agreement.

The Contractor may submit deliverables prior to due dates. If Contractor experiences reasonable delays with regard to a deliverable, Contractor shall notify the MHSOAC Project Representative, prior to the deliverable due date for which a delay is anticipated. In no instance shall a delay exceed 30 calendar days. For any deliverable in which the delay is anticipated to exceed 30 calendar days, the MHSOAC Deputy Director may grant the Contractor additional time to complete the deliverable. Such additional time must be confirmed by the MHSOAC in writing.

1. **TERMINATION**

Either party may terminate this agreement by giving 30-days written notice to the other party. The notice of termination shall specify the effective date of termination. In the event of such termination, MHSOAC agrees to pay the pro rata share of the contract based upon the actual services provided.

1. **AMENDMENTS**

This agreement may be amended as necessary for project completion.

### 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 MHSOAC agrees to compensate the Contractor in accordance with the rates specified in this contract.
3. Invoices shall include the Contract Number and shall be submitted not more frequently than quarterly in arrears to:

Accounting@mhsiac.ca.gov

1. **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.
2. **Cost**

The total amount of this Agreement shall not exceed: $402,500.00

1. **Prompt Payment Clause**

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. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Contractor’s records and supporting documentation pertinent to its performance. Contractor agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. 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.
4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. Confidentiality: Contractor shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.
6. 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 electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. Dispute Resolution:
   1. *First Level*. Contractor shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Contractor shall submit a written statement of dispute to: Executive Director, MHSOAC, 1812 9th Street, Sacramento, California 95814. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
   2. *Second Level*. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor’s representative(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
   3. *Arbitration*. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
8. 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 term “electronic signature” means one that is applied using a mutually- approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.
10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.
11. Indemnification: Contractor agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.
12. Independent Contractor: Contractor and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.
13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Contractor for outreach and information purposes in connection with this Agreement. Contractor understands and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the Contractor upon the request.
15. Non-Discrimination: Contractor shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. represents that this pledge extends to its obligations as an employer. Contractor also represents that it will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.
16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other’s Contract Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Contract Manager, and also to the fiscal agent named in Exhibit B.
17. Presentations: Contractor shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.
18. Cooperation: Contractor shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 et seq. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.
20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Contractor’s staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor’s data, working papers and other written materials as needed for this purpose.
23. Subordinate Agreements:
    1. *Pass-Through*. Contractor shall not “pass through” any portion of its funding under this Agreement except to entities identified in their proposal or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Contract Agreement (Sub-Contract) which shall be provided to the Commission upon request. The Sub-Contract shall:
       1. Incorporate the reporting requirements in Exhibit A
       2. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum
    2. *Vendors*. Contractor is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Contractor and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Contractor agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum.
24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.
25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Contractor fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Contractor advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Contractor for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.
26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.

## ATTACHMENT 15: Questions Template

Use this template for submitting questions in relation to this procurement. Add rows as needed. Follow Key Action Dates in Section I.B, and submit to the procurement official identified in Section I.G.

|  |  |  |
| --- | --- | --- |
| **Immigrants and Refugees RFP** | | |
|  | **RPA Section Reference** | **Question** |
| 1 |  |  |
| 2 |  |  |
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## APPENDIX 1: Community Engagement

**Background:**

California’s immigrant and refugee populations face significant mental health challenges as a result of trauma experienced while escaping dangerous conditions in their homeland, traveling to the United States, and then attempting to assimilate into new communities. These challenges have been referred to as the “triple trauma paradigm.” Negative mental health outcomes are associated with the traumatic events experienced by immigrants and refugees, including major depression, suicide, anxiety, post-traumatic stress disorder (PTSD), family dysfunction, drug and alcohol dependence, disruptive behavior disorders in youth, as well as increased risks of being targeted for human trafficking.

**Community Engagement:**

Consistent with prior stakeholder contract planning, to ensure that community members were included in the process, staff designed an engagement strategy that included dissemination of a survey, outreach to immigrant and refugee serving agencies, and a series of community listening sessions to hear from members of immigrant and refugee communities as well as cultural brokers and those working with or on behalf of immigrants and refugees.

The Commission released an online survey to determine if there are community organizations able to provide outreach, engagement, training and advocacy on behalf of immigrant and refugee communities. Responses were received from more than 50 organizations across the state working with and on behalf of immigrant and refugee populations from approximately 47 different countries of origin.

Approximately 200 individuals participated at the community listening sessions which were held in counties with high concentrations of immigrants and refugees: Los Angeles, San Diego, Sacramento, and Oakland. These sessions provided an open forum for participants to share information about their experiences and explore the gaps and opportunities for improving access to mental health services among immigrant and refugee communities in California. Participants were asked about barriers to seeking and receiving services and how identified needs could be addressed through training, outreach, and advocacy efforts.

Through these community engagement efforts, participants identified a range of complex challenges addressing barriers to the utilization of mental health services that included issues of cultural competency, availability of appropriate services, linkage and navigation supports, limited resources for community-based service providers, fear of deportation and detainment, and distrust of western medical providers and state and county government agencies. The list of identified needs, barriers and challenges is provided below.

***Identified Areas of Need***

* Increase access to culturally responsive, linguistically strengths-based mental health outreach
* Access to linguistically competent and evidence-based programming
* Education, preventive counseling, and treatment services
* Build individual, community and organizational capacity, knowledge, and skills that contribute to the prevention of mental health disorders
* Decrease stigma and discrimination toward individuals experiencing mental health issues
* Prevent mental illness from becoming severe and disabling
* Improve timely access to related information, services and supports
* Increase collaboration with community stakeholders and organizations
* Lack of clinical capacity to serve population that are primary or secondary survivors of torture
* Family-based trauma-focused therapy
* Mental health integration in education, medical, and legal settings
* Transportation
* Housing
* Employment
* Lack of financial support
* Change in the family status
* Adjustment to the new role in the new country
* Challenges with children and the new culture
* Limited English proficiency
* System navigation (education, legal, medical)
* Acculturation
* Immigration concerns
* Trauma-informed services in native language/dialect for those not meeting SMI criteria, yet are suffering from depression, anxiety, and post-traumatic stress
* Treatment to those impacted by IPV (domestic violence) and by addictions
* Availability of psychiatry; MHSA programs for ethnic communities is limited
* Ongoing fears of deportation in the current climate. These anxieties are exacerbating already ongoing symptoms and/or relationship difficulties in families
* Fear of providing personal data in exchange for mental health services
* Stigma in discussing, or accessing services for, mental health
* Lack of awareness, access, and resources directed specifically to ethnic serving organizations
* Depression, PTSD, Anxiety, Adjustment Disorder, social isolation, inter-generational conflict, marital and/or interpersonal discord, bipolar disorder, and schizophrenia, co-occurring substance use disorder with mental health
* Community education workshops such as introduction to counseling, anti-bullying workshops and communicating with teens for parents
* Trauma, Depression due to Separation and PTSD
* Some of the most pressing mental health needs for the youth
* Policies and procedures that ensure that mental health facilities are safe spaces for immigrants and that federal immigration enforcement is not able to use either the physical locations or the data collected for enforcement purposes
* Outreach and community education regarding the availability of mental health services and steps taken to ensure safe spaces
* Coverage for mental health care for immigrants who are not eligible for Medi-Cal

***Barriers/challenges to seeking mental health services/supports***

* Awareness of available services
* Individuals do not know how to access services
* Fear; disclosure or signing up for services will connect with Homeland Security/ICE
* Distrust of traditional western methods/practices; Skeptic of western services and western medication
* Clinical nature of seeking services; diagnosis based
* Stigma – judgement by community/culture
* Cultural competency not inclusive of all intricacies of culture
* Lack of “safe spaces”
* Lack of trained providers
* Word of mouth within community; highlight a bad provider, office space, language barriers, etc.
* Transportation
* Economic situation
* Lack of insurance
* Mental health is not the priority-it is housing, food, shelter; fear of medication; alternatively, MH care seen as a privilege
* Medical record and diagnosis as a barrier to receive other services and supports through immigration process
* Perception
* Clients express things symptomatically and don’t know how to use words to find care
* Legal status and fear of repercussion/deportation
* Hierarchy of need; in need of urgent things like food stamps, etc.
* Current administration and laws keeping individuals and families on high alert
* Lack of language supports
* Services aren’t close to where individuals and families reside; Some have the option to take one bus to get to a service later in the day—then not having a way home
* Hours of operation are not flexible; agriculture workers, those with multiple jobs, family needs, etc. - hard to get to services during limited open hours
* Childcare
* Need someone comfortable to explain the services and needs to them
* Foreign idea of one on one with a person by yourself
* Clarification: they are not seeking individual therapy
* Afghans—group therapy is a bridge to seeking services vs going by yourself
* The time it takes to get to service: wait times, paperwork, already time to leave
* Interpreters do not interpret correctly and lead to incorrect service
* Lack of knowledge on what mental illness is, specific mental illnesses (bipolar, panic attack, etc.)
* Rights and dignity
* Varied options for a provider; therapist or more traditional healer
* Expressed understanding of cultural norms
* Women speaking with men; violation of cultural practices/norms, i.e. Afghan women held up not wanting to work with male therapist
* Confiding in service providers who are commonly strangers and/or not from their country of origin
* Trust of the system as a whole
* Lack of understanding of cultural healing practices; i.e.: cupping—seen as abuse
* Current political climate—detention, fear of being caught; Accessing anything that is attached to government

***Barriers/challenges to receiving mental health services/supports***

* Language use of terminology/medical
* Lack of available safe/welcoming spaces; guards onsite/office staff/ office environments can be intimidating or are not welcoming
* Provides lacking ability to provide trauma-informed care
* Restricted to certain care options because of limited definition/criteria to receive additional services; private pay as offering more options
* Financial impact of receiving services
* Paperwork/intake process is overwhelming
* Too much “red tape”
* The systems themselves are barriers-lack of warm hand-off /linkage to MH clinics, in-person care, etc.; individuals feel lost in the shuffle
* Turnover of psychiatrists and doctors will hinder any relationship/rapport/trust building
* Lack of options for therapists and providers; do not have enough options for culturally competent/providers that “look like” the community, speak the language. Understand the cultural nuances, practices, sensitivities
* Finding that copays can be a lot of money up front; expenses in getting the services add up; Medi-Cal getting dropped
* The community is always close, everyone knows each other
* Development of a relationship and trust being a core component in the mental health service
* One size fits all approach when serving specific communities
* Providers/clinicians approaching with a “quick-diagnosis” model instead of spending time getting to know individual and completing a thorough assessment of their situation and experiences
* Interpreter not doing their job affects the service once client is there
* Recruiting actual clinicians that speak the languages themselves
* Diagnosis to “be able to bill”
* Too many logistics with getting phone calls, specific times, forms, lots of coaching that is needed, wall breaking just to get to the screening
* Getting through screening has a language barrier
* After clients go through the whole process, there is no follow up to connect clients back to services—status quo hope they come back
* Technology; setting up phone apps, messaging groups
* A lot of the PEI funding isn’t dispersed to the local communities
* Inconsistent funding—barrier in itself that
* Clinical, medicinal, jargon
* Fear of Retaliation

***Areas of need that could be addressed through training and education***

* Protection advocacy/legal service to help families navigate system
* Basic understanding of the legal process and rules; basic accommodation requests, information
* Disability/mental health information
* Non-traditional methods/ trainings on topics including spiritual/cultural practices, religious, non-western, “unorthodox” methods
* Information and/or supports for families with children and youth to inform family of assessment policies and practices, advocacy and awareness of rights and options to secure needed services
* Increase training to educators, school staff and administrators on mental health of children/youth
* Preventative services training for both families and school staff
* Schools do not offer IEP (individual educational plan) for parents to help child
* Training for sponsor/foster families-awareness of rights, supports, mental health
* Maternal mental health
* Lack of training on part of providers to look for and ask questions for screening of pregnant mothers to
* Training on domestic violence, feminine violence (also barrier to care)
* Only having interns or inexperienced staff on front end, mismatch of inexperienced staff being connected with clients/families needing actual care
* Basic cultural competence for mainstream mental health providers
* Cultural competence should always include the deeper cultural aspects of needs; Training needs to include what/who these groups are—showing an understanding of culture goes a long way
* Definition of “peer” and “peer provider”
* Understanding of insurance and benefits; FSP’s
* Sanctuary clinics model-training to set up new ones
* Model of telling story form lived experience perspective is effective
* Cultural practices: not accepting gifts looks rude. Accepting gifts is appropriate
* Referring to the elders as the members would
* Western assumptions are not shared
* Promotion and respect for workers that are in contact with community
* ESL, tutors, case workers
* Grants and funding to collaborate with larger groups
* Funding MSW programs
* Utilizing WET component of MHSA
* Licensure requirements
* Mental health providers getting training on immigrant rights
* Know your rights trainings as part of services provided
* Training on financing structures
* Funding: immigration task forces
* State level advocacy
* Training for advisory boards on the local level

***Areas of need that could be addressed through outreach/engagement activities***

* Utilizing cultural brokers, community members, and trusted individuals from a culture or community that know and understand needs; individuals who know who the trusted brokers are
* Going to people who already have strong relationships with each other
* Outreach and/or provision of services at places that community members utilize organically (churches, mosques); Each community will have specific subcultures, close-knit groups, even more specific groups and individuals who trust each other
* Increase work with/support for ECBOs
* Do the outreach through different age groups and communities
* Members of community feel like they can’t do anything, caught in middle of home, medical provider, and pharmacy
* Create some groups to do jobs i.e. senior engagement efforts to do cooking; socialize with each other, feel like they can do something, solve their depression through the interactions and being in groups
* Community engagement
* Mindful meditation
* Most members don’t want to be bothered by terms ‘mental health’
* Local empowerment and local peer empowerment
* Learning from peer community
* Leadership education
* Community workshops

***Areas of need that could be addressed through advocacy/policy/legislative efforts***

* More awareness of all programs and services that are available regardless of parents with immigrant/refugee status
* Public Charge
* Advocacy and education around blended/braided funding that is traditionally siloed will be beneficial for mental health contractors to provide the needed care for clients
* SB 1125, SB 906
* Sanctuary cities; guidance and training on development of safe spaces and sanctuary clinics
* Clients should not have to worry about losing food, shelter
* How can community support the kids/families that are being separated?
* Encourage partnering/collaboration of agencies providing wraparound services (mental and physical health, legal, education, etc.)
* Minimize burden of tracking and culminating required documents for purposes of evaluation
* Support ECBOs and community based orgs., not county and national organizations that do not have roots to the community/culture that they claim to serve
* Continue advocacy in cultural healing and art
* Relationship between funding and diagnosis
* Not enough awareness or support for migrant communities who have rights regardless of legal status
* Certification for mental health for workers that deal with clients (interpreters, case workers)
* Collaboration with agencies and partnerships
* Each county is interpreting federal laws on their own
* Counties will have different experiences for clients
* “Asylees” “pending asylees”
* Refugees as an identity will remove their lives before becoming refugee “newcomers”
* Family resource centers at schools
* Important to have these resources centers available that will be a funnel to the larger organizations/agencies
* Have navigator in these one-stop shops
* Very difficult to find space to provide activities and programs when lack of funding
* Helpful to have social workers at the organizations/Clinicians on site
* Structure of funding
* Finding a partner that reflects the makeup of community with the multiple needs and status of the community