

**REQUEST FOR PROPOSAL (RFP)**

**Transition Age Youth Advocacy**

**RFP TAY-004**

ADDENDUM 3

Mental Health Services

Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

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

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## INTRODUCTION

The Mental Health Services Oversight and Accountability Commission is seeking an experienced Contractor to work with Transition Age Youth to enhance statewide and local level participation, voice, and empowerment through advocacy, education, and outreach efforts. The goal of this Request for Proposal is to ensure that Transition Age Youth have a major role in the development and implementation of statewide and local level mental health policies and programs, as well as access to quality services and supports.

The Budget Act of 2022 allocated funds for competitive bid contracts to “support mental health advocacy” on behalf of specific communities. As directed by the Budget Act, the contract awarded pursuant to this RFP is to support the advocacy, education, and outreach needs of Transition Age Youth. These activities include informing, educating, and advocating before state and local administrative bodies regarding issue-based policies consistent with the Mental Health Services Act.

For purposes of this RFP, Transition Age Youth include youth and young adults ages 16-25 that either have, or are at risk of developing, a serious mental health condition; this population may include children in the foster care/child welfare system and/or the juvenile justice system. TAY is used as an acronym throughout the RFP to indicate individuals who fall within this age group. However, it is acknowledged that a myriad of identities, experiences, socio-economic levels from many diverse racial and ethnic communities and cultures exist within the TAY population.

TAY are particularly vulnerable to a variety of physical, behavioral, and social issues, due to difficulties that may arise when transitioning from childhood to adulthood. Approximately 2,618,415 TAY lived in California in 2021. This group faces special challenges in areas associated with development, physical and mental health, housing, education, career training, employment, life skills, and relationships. TAY who are or were placed in out of home care settings are more likely than youth in the general population to experience physical and mental health conditions, making this transition period more difficult. Furthermore, many youths in this age range are aging out of services provided by child-serving agencies and moving into adult services, which may be fragmented or developmentally inappropriate.

TAY are at a high risk of experiencing behavioral health problems, and many mental illnesses present during this age range. This risk has been exacerbated by the COVID-19 pandemic, developmental brain changes that increase their vulnerability to substance use disorders, and economic uncertainty. TAY with some mental health conditions are also at an increased risk of unemployment, low levels of education, and low rates of independent living. Early treatment can impact prognosis but is often delayed. For TAY in California, only 20% of young people with mental health challenges receive services. Managing a mental health or substance use disorder can be made even more difficult for TAY because of fragmented public health systems, confusing policies defining access, lack of clarity regarding the process for obtaining help, and informational barriers between child and adult systems with most state systems only serving youth until age 18.

During this transitional period, safe and stable housing is associated with positive outcomes for youth in many areas, including education, employment, and physical and mental health. Barriers to stable housing, particularly those aging out of foster care or justice involved youth, include: early parenthood, lack of supportive adults, lack of a safety net, and lack of preparation for independent living.

Educational attainment can significantly influence future earnings and opportunities, and can also be a predictor of incarceration, particularly for minorities. In California, approximately 50% of students 14 and older with mental illness drop out of high school. The national average four-year high school graduation rate is 80%. For economically disadvantaged students, the national average four-year high school graduation is 72%. Youth in the foster care system face substantial barriers to educational attainment; only 25% of former foster youth have a diploma or GED by age 23 or 24, compared with 93% of their peers in the general population.

Through a response to this RFP, the successful Proposer will demonstrate that they have the personnel, experience, and organizational capacity to effectively carry out a contract of this scope and magnitude. The successful Proposer will describe how they meet minimum and desired qualifications, including their breadth of experience working with Transition Age Youth throughout the State, with special emphasis on unserved, underserved, and hard to reach populations. While collaborative Proposals including subcontractors are acceptable and even encouraged to provide the relevant range of expertise and/or capacity, all Proposals must be submitted by a lead or prime contractor, hereinafter called “Proposer.”

All agreements entered into with the State will include General Terms and Conditions (see **EXHIBIT C**) and Contractor Certification Clauses (CCC-307) (see **ATTACHMENT 14**). Subcontractors are permitted by the Commission for this contract. The Contractor shall manage and coordinate subcontractor activities. Proposers are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of Proposals cannot be overemphasized. Please note that no terms or conditions will be binding upon the State unless it is in writing and made part of the State Agreement as an amendment or addendum. In the opinion of Commission, this RFP is complete and without need of additional explanation. All questions must be submitted directly to the Commission via email to: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov). Include in the Subject Line: **MHSOAC RFP TAY-004**.

### PURPOSE AND BRIEF OVERVIEW OF CONTRACT OPPORTUNITY

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

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

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

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

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

### KEY ACTION DATES

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

|  |  |
| --- | --- |
| **Action** | **Action Date & Time** |
| RFP Release | October 21, 2022 |
| Deadline for Written Questions | October 28, 2022, by 3:00 p.m. |
| Distribute Responses to Questions | November 4, 2022 |
| Deadline to Submit Proposals\* | December 9, 2022, by 3:00 p.m. |
| Notice of Intent to Award\* | December 29, 2022 |
| Anticipated Contract Start Date\* | February 1, 2023 |

*\* 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 funding available for this RFP totals $2,010,000. It is anticipated that the work on this contract will begin in February 2023 and continue for a period of 36 months or three (3) years. Payment to the Contractor shall be based on the satisfactory completion and delivery of each project deliverable for the fixed price of $2,010,000. Final reports must be submitted prior to the end of the 36-month contract in order to be paid.

If additional funds become available, the Commission, at its sole discretion, reserves the right to add additional funds to the winning Contractor’s contract and/or award a contract to the next highest scoring proposal.

### WRITTEN QUESTIONS

During the RFP process, questions about this RFP must be directed to the Procurement Official listed in the Contact Information section below. Inquires shall be made in writing and communicated via email to: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov) by 3:00 p.m. Pacific Time (PT) on October 28, 2022, and must include **MHSOAC RFP TAY-004** in the Subject Line. Use **Attachment 18, Questions Template**, to submit your questions. At its discretion, the Commission 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 Commission’s website at: [www.mhscoac.ca.gov](http://www.mhscoac.ca.gov).

Any changes to the RFP will be made in the form of an addendum. Please note that no oral information will be binding upon the Commission unless such information is reduced to a writing and made part of an amendment or addendum to the Contract.

### CONTACT INFORMATION

Lester Robancho, Procurement Official

Mental Health Services Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

E-mail: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov)

Subject Line: **MHSOAC RFP TAY-004**

## 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 the 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 community partners, including diverse individuals with mental health needs and their families, representatives of communities that are unserved and underserved by the community mental health system, as well as service providers and mental health policy makers. The engagement and participation of these partners should be meaningful and play a partnership role in all mental health decisions.

The Act and subsequent legislation intend that there be a meaningful community involvement at both the state and local level, and that funds are provided for advocacy, outreach, and education and training on behalf of clients/consumers, children and youth, transition age youth, veterans, family members of clients/consumers, LGTBQ communities, immigrant and refugee communities, organizations working to reduce racial and ethnic disparities, and children K-12. This RFP is designed to support advocacy and outreach on behalf of Transition Age Youth in the mental health system.

### MHSA VALUES

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

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

### MHSA FUNDING

The Act establishes a one percent (1%) tax on personal income in excess of one million dollars ($1,000,000). These funds are dedicated in specified proportions for the following components: Community Services and Supports; Prevention and Early Intervention; Workforce, Education, and Training; Capital Facilities and Technological Needs; and Innovation (INN). In addition, up to five percent (5%) of funding received is provided for state administrative activities, including advocacy contract funding.

The statutory requirement in Welfare and Institutions 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, Welfare and Institutions Code Section 5846(c) states that 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 [the Commission’s] decisions and recommendations.”

### COMMISSION ROLES AND RESPONSIBILITIES

The MHSA established the Commission to provide oversight and accountability for California’s mental health system. The Commission is committed to:

1. Effective oversight and accountability that may be achieved through evaluation of MHSA processes, values, and outcomes;
2. An approach of continuous quality improvement including tracking and evaluating processes and outcomes in a manner that supports critical system-wide improvements; and
3. Increasing meaningful community involvement in all aspects of California’s mental health system including the local planning and decision-making process as it relates to TAY mental health services which promote wellness, recovery, and resilience.

## PROPOSER QUALIFICATIONS

An individual who is authorized to contractually bind the proposing entity is required to execute **ATTACHMENT 2** (Proposal/Proposer Certification Sheet) with a~~n original wet~~ signature. An electronic signature is acceptable. The original signature must indicate the title or position that the individual holds in the organization. An unsigned ~~or signature-stamped~~ Proposal may be rejected.

### MINIMUM QUALIFICATIONS

Each of the minimum qualifications below must be met by the Proposer. The Proposer is required to include supporting documentation that verifies each qualification and reference this documentation within the Proposal (see **ATTACHMENT 3**).

1. Be an established state-level organization which has been in operation for 2 years and has experience with programs and services related to the unique mental health needs of California’s TAY populations;
2. Have experience and capacity to provide technical assistance and support to local community-based organizations;
3. Have experience and familiarity with providing access to care for Transition Age Youth, with emphasis on addressing disparities, with an emphasis on ethnically diverse, homeless, child welfare involved, transitioning and gender nonconforming, juvenile justice-involved, and disabled TAY;
4. Be a non-profit organization, registered to do business in California;
   1. Evidence that Proposer is registered and has a current active status with the California Secretary of State to do business in California is required as detailed in **ATTACHMENT 4**. The registration can be pending at the time of bid submission but must be complete by the time at which a contract is awarded.
5. At least 51% of the paid staff, board members, or advisory board members are TAY.

### DESIRED QUALIFICATIONS

The following are desirable qualifications of the Proposer:

1. Have comparable experience in advocacy, outreach, and training activities related to the mental health needs of TAY;
2. Have experience that demonstrates capability to manage a project of similar duration and funding;
3. Have experience in designing culturally competent approaches to engagement and outreach targeting TAY; and
4. Have experience with incorporating concepts of client and family resilience and recovery into programs, projects, training, and technical assistance;
5. Have experience and capacity to coordinate a State Level Advocacy event with legislative visits;
6. Have experience engaging youth as partners in decision-making; and
7. Have knowledge of sustainable funding strategies and/or created programs with sustainable funding.

Desired qualifications will be validated based on References.

### PROPOSER BACKGROUND

Provide responses to the following on **ATTACHMENT 5, Proposer Background**:

1. Describe what your organization does to advocate for the mental health and wellness needs of TAY.
2. What counties, regions, or areas of the State do you serve?
3. What counties do you have a branch/physical presence located?
   1. Provide support
4. How do you determine where service gaps may exist for the TAY populations that you serve?
5. What are the specific outcomes you are working toward?
6. What do you measure and/or what type of data do you collect to determine the success of your approach?
7. How long has your organization been in existence?
   1. Provide support
8. How many staff/employees do you have? This does not include volunteers or contractors.
   1. Provide support.
9. How many paid staff/employees are TAY? This does not include volunteers or contractors.
   1. Provide support.

## SCOPE OF WORK

### CONTRACTOR RESPONSIBILITIES

The statewide advocacy contractor will work in conjunction with and/or in place of local level entities, where applicable, which serve the TAY population in order to provide technical assistance and support to conduct training, outreach activities and advocacy meetings. The statewide advocacy contractor will also be responsible to represent the needs of TAY through state-level advocacy and policy engagement. The statewide advocacy contractor will be responsible to do the following:

* Conduct advocacy activities at the local and state levels that address the critical mental health needs of Transition Age Youth, with an emphasis on ethnically diverse, homeless, child welfare involved, transitioning and gender nonconforming, juvenile justice-involved, and disabled TAY.
* Provide training and education for mental health service providers, professionals, peer workers, and others who serve TAY, to be more aware of and to more effectively meet the needs of Transition Age Youth, with an emphasis on reducing disparities.
* Implement outreach and engagement strategies that:
  + raise awareness of the needs of TAY,
  + inform TAY of available services, and
  + elevate TAY work opportunities.
* Write and publish an annual report for each year of the Contract term. These reports must contain a narrative with qualitative and quantitative data that details:
  + Current mental health needs of TAY;
  + Barriers to relevant mental health care;
  + Programs needed to meet the needs of TAY;
  + Current legislative and policy landscape relevant to TAY mental health; and,
  + Recommendations on policies and community interventions for transforming the mental health system to better meet the needs of TAY with an emphasis on reducing disparities.
* Create a professional video promoting the Annual Report.
* Provide and manage a budget on how the funds will be spent.
* Provide training and technical assistance to local organizations to grow their capacity for ongoing advocacy efforts.
* Attend the Commission’s Collaboration meetings to coordinate efforts with other advocacy organizations.

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

##### ADVOCACY

Contractor shall conduct advocacy activities at the local and state levels that address the critical mental health needs of Transition Age Youth, with an emphasis on ethnically diverse, homeless, child welfare involved, transitioning and gender nonconforming, juvenile justice-involved, and disabled TAY.

* 1. Contractor shall conduct Activities at the local and state levels that address the current and most critical mental health needs of TAY across the state of California
  2. These Activities shall be designed to inform decision-makers and decision-making bodies on the socioeconomic risk factors, barriers, and challenges that negatively affect the abilities of TAY to receive culturally appropriate and effective mental health services
     1. These decision-makers and decision-making bodies may include representatives of county behavioral health departments, county behavioral health directors, MHSA coordinators, ethnic services managers, Boards of Supervisors, MHSA Steering Committees, County Offices of Education, state agencies, and state legislators and their staff.
  3. The Activities shall also place an emphasis on TAY who have been identified as being historically unserved or severely impacted by mental health stigma and access to services including: ethnically diverse, homeless, child welfare-involved, disabled, transitioning, gender nonconforming, and juvenile justice-involved TAY.
  4. Activities shall be documented in the Quarterly Reports as required in **SECTION 7 - REPORTS**
  5. Contractor shall retain copies of documents relating to each activity to provide to the Commission, if requested, which may include:
     1. Activity agenda or program
     2. RSVP, registration, and/or attendee lists
     3. Promotional materials, such as flyers

##### LOCAL LEVEL ENTITY (LLE)

Contractor shall be required to contract with one (1) Local Level Entity (LLE) in each of the five (5) mental health regions (Superior, Bay Area, Central, Los Angeles, and Southern), that is currently providing services to the TAY population. The LLE must have a physical presence in the county where the TAY Engagement Event will be conducted. Contractor is only required to work with each contracted LLE once during the contract term but has the discretion to use an LLE as many times as they deem necessary to meet their contract obligations.

Funding for LLEs will be drawn from the grant funds awarded to the statewide advocacy organization. The statewide advocacy organization may determine the final amount to be paid to the LLE, but the amount can be no less than five thousand dollars ($5,000). The LLEs will assist in the advocacy and outreach event deliverables by organizing meetings with local leaders in mental health policy making and assisting with the event planning and outreach efforts in their regions. The LLE contractor is required to do the following:

* Collaborate with the statewide advocacy contractor and local-level leadership to increase awareness of the specific mental health needs of TAY.
* Assist in the planning and implementation of a community outreach activity which is informed and led by TAY and provides information regarding access to mental health services, opportunities to partner with local organizations, and future training and education opportunities.
* Provide quantitative and qualitative data from the activity which includes a count of participants and post activity satisfaction survey results, and conduct follow-up advocacy activities.
* Provide the statewide advocacy organization with relevant information, on the needs of TAY and the services provided in the local community, for inclusion in the statewide organization’s State of the Community report.

1. The Minimum Qualifications of the LLE are:
2. Have been in existence for at least one year and have experience and capacity to engage local leaders in mental health and to assist in the planning and implementation of an outreach activity for the TAY population.
3. Have established connections with TAY populations and collaborations with other TAY organizations within their respective regions.
4. LLE restrictions:
   1. Cannot be a for-profit entity
   2. Proposers who have local-level affiliates, which are physically located in other regions, may contract with up to five (5) such affiliates as an LLE. The branch must be located in the county where the activity will take place.
5. The LLE is required, at a minimum, to do the following:
   1. Introduce Contractor to Local Level Leaders, including, but not limited to
      1. County Boards of Supervisors,
      2. City Councils,
      3. Behavioral/Mental Health Department Administrators,
      4. School Boards,
      5. College Administrators, and/or
      6. Other local leaders who provide direction, support, or funding for behavioral mental health services and activities.
   2. Set up meetings with Local Level Leaders
   3. Help Contractor get on agendas to make a joint presentation at a local-level meeting (e.g., Board of Supervisors) that promotes TAY access to mental health services and TAY Engagement Activities being conducted in their area
   4. Provide an overview of the TAY population in the area and the needs for the TAY population, including whether or not the needs are being addressed by local services
   5. Provide introductions to TAY and/or TAY support groups for outreach activities
   6. Assist with planning of a local level Engagement Activity
6. LLE shall not do more than 50% of the planning. This must be a joint effort between the Contractor and the LLE.
7. Assist during the Engagement Activity
   * 1. LLE shall not provide more than 50% of work necessary to conduct the Activity. This must be a joint effort between the Contractor and the LLE.
8. Post-Event
   1. Follow-up with local leaders who attended the event
   2. Follow-up with other attendees, through surveys or other methods
   3. Gather data and other information about the event\*
   4. Provide data and other information to the Contractor\*
9. Additional Activities
   1. Follow-up with Local Leaders on TAY awareness and continue to advocate on behalf of the target population
   2. Track outcomes, including, but not limited to:
      1. Increase in services being accessed;
      2. Increase in services being provided;
      3. Increase in funding for the target population, including the source of the funds (e.g., State, Local, Private entities); and,
      4. Impact on needs being met.

Any additional services required of the LLE will be defined and agreed upon between the contractor and LLE.

\* Note – Metrics and data gathered at the event will be defined by the state-level Contractor and Local Level Entity, where applicable, in conjunction with the Commission.

1. TRAINING AND EDUCATION

Contractor is required to provide training and education for mental health service providers, professionals, peer workers, and others who serve TAY to be more aware of and to more effectively meet the needs of Transition Age Youth with an emphasis on reducing disparities.

1. Contractor is required to conduct trainings and provide education for mental health providers, clinicians, therapists, peer workers, and other professionals who serve TAY’s mental health needs.
   * 1. Training and education activities are required to be designed to increase awareness of the mental health needs of diverse TAY populations.
     2. Activities are required to have focus on the skills and knowledge necessary to meet the unique needs of TAY, including the creation of a safe space, respect for the privacy and trust of TAY, ability to communicate with and relate to trans and gender-nonconforming TAY, ability to validate the experiences of TAY, and the avoidance of instilling contradictory values and beliefs into the care provided to TAY.
     3. Training modules may be designed and taught by TAY to maximize effectiveness in increasing awareness and meeting the needs of TAY.
     4. Training and education activities are required to include language-based support and services, including the translation and interpretation of materials and services for common languages that are not usually supported, such as Dari and Pashto
   1. Contractor is required to provide training and education opportunities to increase the number of therapists, clinicians, peers, and mental health professionals in the workforce.
      1. Contractor may hold activities that specifically raise the awareness of career opportunities in mental health for TAY
      2. Training activities may include peer certification training for individuals seeking work as peer mental health workers
   2. Activities are required to be documented in the Quarterly Reports as required in SECTION 7 – REPORTS.
   3. Contractor is required to retain copies of documents relating to each activity to provide to the Commission if requested, which may include:
      1. Activity agenda or program
      2. RSVP, registration, and/or attendee lists
      3. Promotional materials, such as flyers

##### OUTREACH AND ENGAGEMENT

Contractor is required to Implement outreach and engagement strategies that raise awareness of the needs of TAY within communities, inform TAY of available services and supports, and create advocacy and work opportunities to empower and elevate TAY.

1. Contractor is required to 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, peers, community partners and other entities serving TAY populations.
   1. Outreach and engagement activities shall provide opportunities for TAY to become involved in advocacy and gain the skills and experience to advocate for advocating for their mental health needs at the community, local, and state levels.
   2. Contractor is required to address misinformation, lack of information and lack of education in relation to mental health needs and challenges of TAY
   3. Activities shall include raising awareness of available resources and affordable services for TAY and students
   4. Activities may include outreach and engagement activities located at or related to schools and students
   5. Outreach and engagement strategies shall leverage mediums that are currently used by TAY, which may include internet searches, social media, school-based resources, and faith-based organizations
2. Contractor may include opportunities for TAY to advocate to Boards of Education, Superintendents and state legislators and to include lessons into curriculums that TAY believe are important for students to learn while in school
3. Activities shall be documented in the Quarterly Reports as required in SECTION 7 - REPORTS
4. Contractor is required to retain copies of documents relating to each activity to provide to the Commission if requested, which may include:
   1. Activity agenda or program
   2. RSVP, registration, and/or attendee lists
   3. Promotional materials, such as flyers

##### OUTREACH PLAN

Contractor is required to have an outreach plan that will outline the strategy to be used to identify, contact, and partner with local individuals and/or organizations for local advocacy and engagement activities. In addition, outreach strategies may include interaction with county mental health departments, local mental health boards/commissions, community-based organizations, faith-based organizations, high schools, colleges, and other local entities. The plan should take into consideration whether an LLE will be needed for each location.

##### STATE LEVEL ADVOCACY EVENT

##### The Contractor is required to host an annual State Level Advocacy event (e.g., Day at the Capitol). The event shall include State level leaders and administrators in order to learn about the specific mental health needs of TAY and to show the Statewide support for TAY. Contractor is required to plan the event, host the event and follow-up with after-event activities as described below.

The intent is to grow this event through attendance and participation each year of the contract term.

1. Contractor shall be responsible for planning the event, including securing facilities/grounds, arranging legislative visits, booking speakers (State legislators, State Department executives/administrators, public figures, etc.) and having mental health organization participation (booths, speakers, etc.).
2. Contractor is required to achieve TAY participation/attendance goals of at least 100 persons for each event.
3. Contractor is required to host the event including coordinating the event activities and the Master of Ceremony duties.
4. Contractor shall be responsible for after-event activities including following up with all the speakers and participants and creating an Event Summary Report.
5. In addition, and in conjunction with this event, Contractor is required to conduct Technical Assistance training on local-level advocacy for LLEs that are attending who are under contract.

##### MEETINGS

##### Kickoff Meeting

* 1. The Contractor is required to attend a kickoff meeting with the Commission Contract Manager. The Contractor’s Project Manager and other key staff shall attend this meeting to discuss the administrative (e.g., finalizing dates), fiscal (e.g., payment milestones), and technical aspects (e.g., reports) of this contract. The Commission will designate the date and location of this meeting.

##### Collaboration

* 1. The Contractor is required to attend periodic in-person collaboration meetings with other Contractors to be held at a time and place as determined by the Commission. The purpose of these meetings will be to bring together advocacy contractors to report out on current activities, discuss upcoming projects and plans, and to identify areas for potential collaboration. The Contractor is required to send a minimum of two people (including the Project Manager) to these meetings.

##### Other Interactions with the Commission

* 1. The Contractor is required to engage in ongoing communication with the Commission and relevant constituents regarding progress within all facets of this project. 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 Commission staff and other Commission constituents;
     3. Participate in briefing calls with Commission staff to discuss project progress and the status of Deliverables;
     4. Provide periodic updates and presentations to Commission 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 Commission community partners and other interested parties.
  2. The Commission will identify a TAY focus group that the Contractor is required to meet with and listen to their needs, ensuring that they are being addressed in the Contractor’s program plan. A TAY focus group was included in the engagement/listening sessions as part of the development of this RFP

##### REPORTS

The contractor is required to provide the following reports:

* 1. Annual Report  
     This report shall be submitted 30 days after the end of each contract year. The Annual Report is a “year-in-review” that will include information and data obtained from completing activities in the Workplan throughout the year. The report will capture experiences, stories, successes, and challenges from members of the TAY population. Visuals and photos are to be used in the report. Specifically, the report is required to include the following:
     + 1. Demographic information on the population served;
       2. Overview of the number of TAY in California in need of mental health services versus those who are utilizing services;
       3. Barriers to accessing mental health care;
       4. Programs and services needed to address mental health needs of TAY;
       5. Legislation and policy agenda annual summary;
       6. Innovative approaches to meeting the mental health needs of TAY;
       7. Relevant activity survey data; and/or pre- and post- assessments;
       8. Recommended actions to be taken by state and local agencies identified as key decisionmakers in TAY mental health;
       9. The Contractor will create a 3-7 minute, professionally made video promoting and highlighting the work completed during the year in addressing the mental health needs of TAY as reported in the Annual Report. Video may utilize interviews, event footage, and skits, and may feature members of the community and Contractor project staff.
  2. Quarterly Reports
     + 1. These reports are required to outline the planning efforts underway for all activities in the Workplan and planning efforts for the State Level Advocacy Strategy plan, as well as outcomes of each completed activity. The quarterly report shall include the following:
          1. Status of advocacy, training and education, and outreach and engagement activities including (if applicable):

Date of scheduled activity, meeting, or event, or, if applicable, target dates;

Where are they planning to conduct the events;

Who the Contractor is contracting with;

Names of decision-makers being met with;

Communication plan to raise awareness of the activity; and,

Outreach plan to drive attendance for the activity.

* + - * 1. Status of State Level Advocacy Strategy planning and implementation including (if applicable):

Dates, times, and locations pertaining to the Strategy Plan;

Specific goals and objectives to be met;

Identified speakers or notable figures;

Targeted Legislators and/or decision-makers;

Communication plan to raise awareness of the activity; and,

Outreach plan to drive attendance for the activity.

* + - * 1. Engagement Activity Summary

1. Summary of TAY Engagement Activities held during the quarter, detailing the activities and outcomes of each completed local activity. The Contractor is required to report the relevant information to the Commission including but not limited to:
   * + 1. The county name and specific location of the outreach and engagement activity;
       2. The number of TAY attending each engagement activity;
       3. Local individuals and/or organizations that assisted with the activity;
       4. Lessons learned regarding the needs of TAY in the target community;
       5. Response from the County Board of Supervisors to the Informational Presentation;
          1. Attach a copy of the presentation
       6. Planned follow up activities with the boards, local mental health boards, community organizations, or schools; and,
       7. Recommendations to the Commission regarding the mental health needs of TAY and the involvement of TAY in local planning efforts.
          1. Legislative Summary

Contractor is required to report on relevant legislation being tracked throughout the legislative cycle during the Contract year, including identification of:

Bill numbers;

Bill Summaries;

Bill relationship to TAY mental health;

Bill Impact to the Commission, MHSA, and Mental Health Services Fund;

c. Payment Milestone Status Report

1. The contractor is required to provide a Payment Milestone Status Report with each invoice submitted to the Commission for payment. The Commission will review and must approve the Status Report prior to making payment on the invoice. The Commission reserves the right to contact the contractor to discuss the Status Report as part of the review and approval process.

The Status Report shall contain the following information:

A summary of activities that occurred within the reporting period

A statement on whether the proposed activities are on schedule; and

If the proposed activities are not on schedule, provide the reason(s) for the delay and the corrective action taken.

Based on this information, the Commission may choose one of the following options:

Approve the Status Report and payment

Approve the Status Report, request additional information (including meetings) to assist the correction, and approve the payment

Request additional information before the report and payment are approved

No additional information is required in the workplan for these reporting requirements.

### DELIVERABLES

The contractor agrees to provide the following deliverables:

Annual Report

1. Annual Reports (see Section IV.A. Contractor Responsibilities for detail) as described above in **Section 5 7. Reports**.
2. Each Annual Report is due within 30 days after each 12-month contract term for years 1 and 2. The Annual Report for Year 3 is due prior to the contract’s end date

Quarterly Report

1. Quarterly Reports (see Section IV.A. Contractor Responsibilities for detail) as described above in **Section 5 7. Reports**.
2. Each Quarterly Report is due within 30 days after each quarter

Payment Milestone Status Report

1. Payment Milestone Status Reports must contain an activity summary report of each of the Proposed activities that occurred during the reporting period (see Section IV.A. Contractor Responsibilities for detail) as described above in **Section 5 7. Reports.**
2. A Payment Milestone Status Report must be included with any invoice submitted for payment approval.

### SUBCONTRACTOR REPLACEMENT

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

## WORKPLAN AND COST WORKSHEET

### WORKPLAN

The Proposer shall respond to the requirements by completing the following worksheets:

* + - * ATTACHMENT 5 – Proposer Background
      * ATTACHMENT 6 – Program Plan
      * ATTACHMENT 7 – Outreach Plan
      * ATTACHMENT 8 – State Level Advocacy Strategy Plan
      * ATTACHMENT 9 – State Level Advocacy Event Narrative

The Attachments represent the Proposer’s step-by-step account of how the Proposer plans to complete all work required by the RFP.

1. PROGRAM PLAN (**ATTACHMENT 6**)
   1. Provide a narrative of the proposed overall program approach in meeting the requirements of this RFP
      1. Explain why this approach is the best approach in meeting the needs of the population.
      2. What specific needs are you addressing?
      3. How did you determine that these are the needs that need to be addressed?
      4. How does this approach address disparities?
   2. For each Local Level Activity that is proposed, provide the following:
      1. List Activity Name or Title
      2. Proposed date(s) for the activity
      3. Identify the type of activity as either Advocacy; Training and Education; or Outreach and Engagement
      4. Describe the proposed activity, including, but not limited to:
         1. Where will the activity take place (City or county at minimum, address is acceptable too, if known)
         2. Why was this location selected?
         3. Why was this activity selected?
         4. How is this activity addressing disparities, specifically ethnically diverse, homeless, child welfare involved, transitioning and gender nonconforming, juvenile justice-involved, and/or disabled TAY?
         5. What is the expected outcome(s) from this Activity?
         6. Other information, not presented, that is critical to understand the value, benefit, and/or importance of the activity.

Note – Social Media is not considered a Local Level Activity for this RFP

* + 1. Local Level Entity (LLE)
       1. State whether or not an LLE is being used for this Activity. If not, then do not complete 5.b. for this Activity.
       2. Provide the following information for the LLE that will be used:
          1. Minimum Qualifications

Have been in existence for at least ~~2~~ one year~~s~~ and have experience and capacity to engage local leaders in mental health and to assist in the planning and implementation of an outreach activity for the TAY population.

Have established connections with TAY populations and collaborations with other TAY organizations within their respective regions

* + - * 1. Organization Name
        2. Organization Address (must be in the area where the event will be held)
        3. Organization Contact (Name, Title, Email)
        4. Documented Relationship - Provide documentation for this commitment and relationship to this LLE. (e.g., MOU, Letter between the organizations verifying the commitment to use this organization, pay them the minimum amount identified in the RFP, etc.). Documentation must be signed by both parties.
        5. State the amount being paid to this LLE for this Local Level Activity

1. OUTREACH PLAN (**ATTACHMENT 7)**
   1. Provide an outreach plan that will outline the strategy to be used to identify, contact, and partner with local individuals and/or organizations for local advocacy and engagement activities. Outreach strategies may include interaction with county mental health departments, local mental health boards/commissions, community-based organizations, faith-based organizations, high schools, colleges, and other local entities.
   2. The plan should take into account locations in which an LLE will be used and locations where they will not be used
   3. For each location identified for a Local Level Activity, provide the following information:
      1. List the Activity Name or Title that matches what is provide in the Program Plan
      2. Outline the plan for the Contractor or LLE, if applicable, to be used in identifying, contacting, and partnering with local individuals and/or organizations for local advocacy and engagement activities.
2. STATE LEVEL ADVOCACY STRATEGY PLAN **(ATTACHMENT 8)**
   1. Provide a State Level Advocacy Plan that will target state legislative members, state level leaders and administrators to learn about the specific mental health needs of TAY, including, but not limited to, a call for action for the state-level decision makers to address the mental health needs of TAY.
   2. Include a timeline of all stages of the plan, including recruitment of TAY and implementation of the plan.
   3. Identify how you are planning to measure the impact of the plan on TAY.
   4. Explain how TAY were used in the development of the plan and how they will be used to implement the plan.
   5. The plan should also contain the strategy for conducting annual State Level Advocacy Events.
3. STATE LEVEL ADVOCACY EVENT NARRATIVE (**ATTACHMENT 9**) for each event required under this RFP (3 State Level Advocacy events), the Proposer shall provide the following information:
4. Event Name
5. Enter the unique name of the Event.
6. Event Location
7. Enter the proposed location of the event. The location can be specific to an actual physical location (e.g., school name) or a geographic location (e.g., city or county.)
8. Explain why this location was chosen
9. Event Date
10. Enter date (Month and Year)
11. Event Description
12. Provide a narrative describing the proposed event.
13. List the activities that will be provided at this event
14. Provide a detailed list of the activities that will be available at the event. Add additional lines or pages to the Attachment, if needed.
15. Explain why these activities were selected for this event
16. What is the expected outcome(s) from this Activity?

### COST WORKSHEET

Proposer is required to present a budget (**ATTACHMENT 10**) that identifies how all of the funds will be spent in completing the goals and objectives of this RFP. Refer to Cost Worksheet Instructions (**ATTACHMENT 10-1**) to complete the budget.

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

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

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

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

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

## REFERENCES

The Proposer is required to provide four (4) References as follows: two (2) References shall be from organizations for which the Proposer has worked with in providing state and/or local advocacy for the identified population (**ATTACHMENT 11, References (Organization)**); and two (2) References shall be from individuals within the identified population, who have received training and education, and/or outreach and engagement from the Proposer related to mental health needs, and are not a family member of a board member and/or employee of the Proposer, or employed by the Proposer (**ATTACHMENT 12, References (TAY recipient of services)**). All References shall be from activities performed within the last two (2) years.

The References provided must be able to attest to the Proposer’s ability in meeting the desirable qualifications. The References will fill out Attachment 11 or 12, 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 Commission 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 are required to include all required attachments and be organized in the following order:

* Attachment 1: Required Attachment Checklist
* Attachment 2: Proposal/Proposer Certification Sheet
* Attachment 3: Minimum Qualifications
* Attachment 4: Secretary of State Registration
* Attachment 5: Proposer Background
* Attachment 6: Program Plan
* Attachment 7: Outreach Plan
* Attachment 8: State Level Advocacy Strategy Plan
* Attachment 9: State Level Advocacy Event Narrative
* Attachment 10: Cost Worksheet
* Attachment 11: References (Organization)
* Attachment 12: References (TAY recipient of services)
* Attachment 13: Bidder Declaration (GSPD-05-105)
* Attachment 14: Contractor Certification Clauses (CCC-307)
* Attachment 15: Darfur Contracting Act Certification (if applicable)
* Attachment 16: Payee Data Record (STD 204)

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

### 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 are required to submit:

1. One (1) complete Proposal with all required Attachments and signatures to the following email address: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov)
2. The email must include **MHSOAC RFP TAY-004** in the Subject Line.

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

Proposers are responsible for ensuring that all required attachments and signatures are included in their Proposal

In addition, Proposer is responsible for ensuring that the 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 on or before 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 submitting multiple files. All files must be received by the date and time listed on the **Key Action Dates in Section I.B**. It is recommended that Proposer submit a follow-up email to ensure the Commission has received the complete Proposal submission.

### PACKAGING AND LABELING

For a Proposal to be considered, it must be received by the Commission **no later than 3:00 p.m. Pacific Time on December ~~2~~ 9, 2022**. ***Proposals received after this date and time will not be considered***.

## LATE SUBMISSIONS

Late proposals will not be accepted regardless of the method submitted. Proposer assumes all risk of late delivery by any method. Proposals received after the deadline will be rejected without review. Incomplete submissions may also 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. All elements of the RFP require a response unless otherwise indicated. Evaluation will be conducted based on consensus scoring of the Evaluation Panel. The entire procurement process, from issuance of the RFP, to the receipt of proposals, and scoring of the proposals until completion of the competitive process, with the issuance of the Intent to Award is confidential. All Proposals and the final evaluation and scoring sheet will be considered public documents upon completion of the competitive process and the issuance of the Notice of Intent to Award.

Proposals will be evaluated as follows:

#### Administrative Review

Initially, each Proposal will be reviewed by the Commission 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 indicated ability to successfully manage a program that meets the Scope of Work and all of the other requirements stated in the RFP. The Evaluation will be based on meeting all aspects of the following requirements:

* Attachment 5: Proposer Background
* Attachment 6: Program Plan
* Attachment 7: Outreach Plan
* Attachment 8: State Level Advocacy Strategy Plan
* Attachment 9: State Level Advocacy Event Narrative
* Attachment 10: Cost Worksheet
* Attachment 11: References (Organization)
* Attachment 12: References (TAY recipient of services)

**Total Points Available:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| 1 | Administrative Review | Pass/Fail |
| 2 | Proposer Background | 2,200 |
| 3 | Workplan | 26,650 |
| 4 | Cost Worksheet | 2,500 |
| 5 | References | 2,400 |
| **6** | **Total Evaluation Points** | **33,750** |

**Evaluation Criteria**

The following criteria will be used, where applicable:

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

**Scoring**

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

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

**Evaluation Scoring Detail**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| **PROPOSER BACKGROUND** | |  |
| C.1. | Describe what your organization does to advocate for the mental health and wellness needs of TAY  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.2. | What counties, regions, or areas of the State do you serve?  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.3. | What counties do you have a branch/physical presence located?  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.3.a. | Provide Support.  *Scoring Criteria:  100 Points = 1 Unique Region 200 Points = 2 Unique Regions 300 Points = 3 Unique Regions 400 Points = 4 Unique Regions 500 Points = 5 Unique Regions* | 500 |
| C.4. | How do you determine where service gaps may exist for the TAY populations that you serve?  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.5. | What are the specific outcomes you are working toward?  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.6. | What do you measure and/or what type of data do you collect to determine the success of your approach?  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.7. | How long has your organization been in existence?  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.7.a. | Provide Support.  *Scoring Criteria: Clarity, Reasonableness (Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| C.8. | How many staff/employees do you have? This does not include volunteers or contractors.  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.8.a. | Provide support  *Scoring Criteria: Clarity, Reasonableness  (Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| C.9 | How many paid staff/employees are TAY? This does not include volunteers or contractors.  *Scoring Criteria: Clarity (Max 100 points available. Calculated: Clarity is worth 5 points. Score will be multiplied by 20 to award max points)* | 100 |
| C.9.a. | Provide Support.  *Scoring Criteria: Clarity, Reasonableness (Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| **Direct Employment with the identified population** | |  |
| 1. | Direct employment with the identified population.  *Points will be awarded based on the ratio of paid TAY staff (C.9.) compared to the total staff (C.8.) multiplied by the points available (500).*  *Calculation: Number paid TAY staff / Number of Total Staff x 500 points*  *(Example: Proposer A has 5 total staff. 4 of them are paid TAY. Proposer A would be awarded the following points: 4 / 5 x 500 points = 400 points)* | 500 |
| **TOTAL PROPOSER BACKGROUND POINTS** | | **2,200** |
|  | | |
| **WORKPLAN** | |  |
| A.1. | PROGRAM PLAN (**ATTACHMENT 6**) |  |
| A.1.a. | Provide a narrative of the proposed overall program approach in meeting the requirements of this RFP |  |
| A.1.a.1. | Explain why this approach is the best approach in meeting the needs of the population.  *Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| A.1.a.2. | What specific needs are you addressing?  *Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 100 points (4 criteria x 5 points each x 10)* | 200 |
| A.1.a.3. | How did you determine that these are the needs that need to be addressed?  *Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 100 points (4 criteria x 5 points each x 10)* | 200 |
| A.1.a.4. | How does this approach address disparities?  *Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 10 to award max points. Maximum points available is 100 points (4 criteria x 5 points each x 10)* | 200 |
| A.1.b. | For each Local Level Activity that is proposed, provide the following: |  |
| A.1.b.1. | List Activity Name or Title  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| A.1.b.2. | Proposed date(s) for the activity  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| A.1.b.3. | Identify the type of activity as either Advocacy; Training and Education; or Outreach and Engagement  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| A.1.b.4. | Describe the proposed activity, including, but not limited to: |  |
| A.1.b.4.a. | Where will the activity take place (City or county at minimum, address is acceptable too, if known)  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| A.1.b.4.b. | Why was this location selected?  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| A.1.b.4.c. | Why was this activity selected?  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,000 points (up to 25 activities will be scored x 2 criteria x 5 points each x 4)* | 1,000 |
| A.1.b.4.d. | How is this activity addressing disparities, specifically ethnically diverse, homeless, child welfare involved, transitioning and gender nonconforming, juvenile justice-involved, and/or disabled TAY?  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 6)* | 1,500 |
| A.1.b.4.e. | What is the expected outcome(s) from this Activity?  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,000 points (up to 25 activities will be scored x 2 criteria x 5 points each x 4)* | 1,000 |
| A.1.b.4.f. | Other information, not presented, that is critical to understand the value, benefit, and/or importance of the activity  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 1,000 points (up to 25 activities will be scored x 2 criteria x 5 points each x 4)* | 1,000 |
| **Local Level Activities** | |  |
| 1. | Local Level Activities in each of the five (5) Regions  *If the Proposal does not meet the requirement of having at least one (1) Local Level Activity in each of the five (5) Regions, the Proposal will receive no points for any of the proposed Local Level Activities* | Comment |
| 2. | Duplicate Local Level Activities  If the Proposal contains duplicate Local Level Activities (As defined in the RFP), the duplicate Local Level Activity will receive no points | Comment |
| 3. | Local Level Activities in Multiple Regions.  *Points will be awarded for more than one Local Level Activity is planned for two (2) or more regions*  *Points available:*  *More than one Local Level Activity in 2 Regions – 400*  *More than one Local Level Activity in 3 Regions – 800*  *More than one Local Level Activity in 4 Regions – 1,200*  *More than one Local Level Activity in 5 Regions – 1,500* | 1,500 |
| A.1.b.5. | Local Level Entity (LLE)  *Scoring Criteria: For each Local Level Entity identified that meets the minimum qualifications; is located in the area where the activity will be held; and is fully supported with signed documentation of the commitment to use this organization, including the minimum payment amount required in this RFP will receive 300 points. Maximum points available is 7,500 points (Up to 25 activities x 300 points each)* | 7,500 |
| **Local Level Entities Support** | |  |
| 1. | Support for Local Level Entities  *Points will be awarded based on total payments to LLEs compared to other Proposers bids. Maximum points will be awarded to proposers who pays the most to LLEs compared to the other Proposals.*  *Maximum points available is 1,000*  *Calculation is as follows:*  *(Proposed Payment to LLEs / Highest Proposed payment to LLEs out of all Proposals x 1,000 Points)* | 1,000 |
| A.2. | OUTREACH PLAN (**ATTACHMENT 7)** |  |
| A.2.a | Provide an outreach plan that will outline the strategy to be used to identify, contact, and partner with local individuals and/or organizations for local advocacy and engagement activities. Outreach strategies may include interaction with county mental health departments, local mental health boards/commissions, community-based organizations, faith-based organizations, high schools, colleges, and other local entities.  *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 50 to award max points. Maximum points available is 1,000 points (4 criteria x 5 points each x 50)* | 1,000 |
| A.2.b. | The plan should take into account locations in which an LLE will be used and locations where they will not be used |  |
| A.2.c. | For each location identified for a Local Level Activity, provide the following information: |  |
| A.2.c.1. | List the Activity Name or Title that matches what is provide in the Program Plan.  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. Maximum points available is 500 points (up to 25 activities will be scored x 2 criteria x 5 points each x 2)* | 500 |
| A.2.c.2. | Outline the Contractor or LLE, if applicable, plan to be used in identifying, contacting, and partnering with local individuals and/or organizations for local advocacy and engagement activities.  *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 per location. Score will be multiplied by 100 to award max points. Maximum points available is 2,000 points (4 criteria x 5 points each x 100)* | 2,000 |
| A.3. | STATE LEVEL ADVOCACY STRATEGY PLAN |  |
| A.3.a. | Provide a State Level Advocacy Plan that will target state legislative members, state level leaders and administrators to learn about the specific mental health needs of TAY, including, but not limited to, a call for action for the state-level decision makers to address the mental health needs of TAY.  *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 50 to award max points. Maximum points available is 1,000 points (4 criteria x 5 points each x 50)* | 1,000 |
| A.3.b. | Include a timeline of all stages of the plan, including recruitment of TAY and implementation of the plan.  *Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| A.3.c. | Identify how you are planning to measure the impact of the plan on TAY.  *Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| A.3.d. | Explain how TAY were used in the development of the plan and how they will be used to implement the plan.  *Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| A.3.e. | The plan should also contain the strategy for conducting annual State Level Advocacy Events.  *Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP. Each criteria is worth 5 points each. Score will be multiplied by 20 to award max points. Maximum points available is 400 points (4 criteria x 5 points each x 20)* | 400 |
| A.4. | STATE LEVEL ADVOCACY EVENT NARRATIVE (**ATTACHMENT 9**) for each event required under this RFP (3 State Level Advocacy events), the Proposer shall provide the following information |  |
| A.4.a.1. | Event Name  Enter the unique name of the Event  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 150 points (3 events x 2 criteria x 5 points each x 5)* | 150 |
| A.4.b.1. | Event Location  Enter the proposed location of the event. The location can be specific to an actual physical location (e.g. school name) or a geographic location (e.g. city or county.)  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 150 points (3 events x 2 criteria x 5 points each x 5)* | 150 |
| A.4.b.2. | Explain why this location was chosen  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 150 points (3 events x 2 criteria x 5 points each x 5)* | 150 |
| A.4.c.1. | Event Date  Enter date (Month and Year)  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 150 points (3 events x 2 criteria x 5 points each x 5)* | 150 |
| A.4.d.1. | Event Description  Provide a narrative describing the proposed event.  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 600 points (3 events x 2 criteria x 5 points each x 20)* | 150 |
| A.4.e.1. | List the activities that will be provided at this event  Provide a detailed list of the activities that will be available at the event. Add additional lines or pages to the Attachment, if needed.  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 600 points (3 events x 2 criteria x 5 points each x 20)* | 600 |
| A.4.e.2. | Explain why these activities were selected for this event  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 600 points (3 events x 2 criteria x 5 points each x 20)* | 600 |
| A.4.f. | What is the expected outcome(s) from this Activity?  *Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each per location. (Maximum points available is 600 points (3 events x 2 criteria x 5 points each x 20)* | 600 |
| **TOTAL WORKPLAN POINTS** | | **26,650** |
|  | |  |
| **COST WORKSHEET** | |  |
|  | Cost Worksheet (Budget) | 2,500 |
| **TOTAL COST WORKSHEET POINTS** | | **2,500** |
|  | |  |
| 1 | Reference 1 (Organization)  *(Max 500 points available. Calculated: Reference may score up to 35 points (7 categories at 5 points max for each). Reference score will be multiplied by 20 to award max points)* | 700 |
| 2 | Reference 2 (Organization)  *(Max 500 points available. Calculated: Reference may score up to 35 points (7 categories at 5 points max for each). Reference score will be multiplied by 20 to award max points)* | 700 |
| 3 | Reference 3 (TAY recipient of services)  *(Max 500 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 20 to award max points)* | 500 |
| 4 | Reference 4 (TAY recipient of services)  *(Max 500 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 20 to award max points)* | 500 |
| **TOTAL REFERENCE POINTS** | | **2,400** |
|  | |  |
| **TOTAL EVALUATION POINTS** | | **33,750** |

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

### COMMERICALLY 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 (see **ATTACHMENT 13**). 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 Commissioners agree to a substitution. If, during the contract term, there is a need to replace a subcontractor, the Contractor must obtain approval from the Commissioners before such change is made. Contractor will present to the Commissioners the reason for the change and the plan to ensure all contractual obligations are met and in accordance with the contract schedule. No change will occur unless the Commissioners agree to the change.

### AWARD PROCEDURES

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

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

## 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 in their entirety. Proposals marked confidential in their entirety 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 15**).

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 15**).

### RFP CANCELLATION AND AMENDMENTS

If it is in the State’s best interest, the Commission 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 Commission will send an addendum to all parties who requested the RFP and will post it on the Commission’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 Commission 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 his/her 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 Commission may waive any immaterial defect or deviation contained in a Proposer’s Proposal. The Commission’s waiver shall in no way modify the Proposal or excuse the successful Proposer from full compliance.

### 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 Commission 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 Commission from the Public Contract Code and the State Administrative Manual and the Department of General Services approval. Therefore, the provisions to protest the award of a contract under this RFP shall be as stated below:

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

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

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

Proposer Name

Street Address

City, State, Zip Code

INTENT TO PROTEST

RFP TAY-004

TAY Advocacy Contract

Lester Robancho, Procurement Official

Mental Health Services Oversight and Accountability Commission

1812 9th Street, Sacramento, California 95811

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

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

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

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

### AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by Commission and the Contractor after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, upon five (5) days written notice to the Contractor, the Commission reserves the right to terminate the agreement. All performance under agreement shall be completed on or before the termination date of the agreement. The current term of the agreement is 3 years. The Commission reserves the right to negotiate minor provisions of the contract, including allocation of the amounts in the proposed budget. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

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

**ATTACHMENT 17**, Sample Contract, provides an example of the resulting contract that will be awarded. 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.

## 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 Commission.

|  |  |  |
| --- | --- | --- |
|  | **Form** | **Form Name/Description** |
|  | Attachment 1 | Required Attachments Checklist |
|  | Attachment 2 | Proposal/Proposer Certification Sheet |
|  | Attachment 3 | Minimum Qualifications |
|  | Attachment 4 | Secretary of State Registration |
|  | Attachment 5 | Proposer Background |
|  | Attachment 6 | Program Plan |
|  | Attachment 7 | Outreach Plan |
|  | Attachment 8 | State Level Advocacy Strategy Plan |
|  | Attachment 9 | State Level Advocacy Event Narrative |
|  | Attachment 10 | Cost Worksheet |
|  | Attachment 11 | References (Organization) |
|  | Attachment 12 | References (TAY recipient of services) |
|  | Attachment 13 | Bidder Declaration (GSPD-05-105) |
|  | Attachment 14 | Contractor Certification Clauses (CCC-307) |
|  | Attachment 15 | Darfur Contracting Act Certification (if applicable) |
|  | Attachment 16 | Payee Data Record (STD 204) |

## ATTACHMENT 2: 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 a **signature** by a representative authorized to bind the organization. An electronic signature is 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 Proposal document. Submission of any false information is grounds for your proposal to be rejected. If there is any false information that comes to light after contract award, this is grounds for the contract to be terminated immediately. In addition, your organization may be precluded from participating in future procurements.

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

## ATTACHMENT 3: Minimum Qualifications

|  |  |  |
| --- | --- | --- |
| Qualification | Yes/No | Documentation Provided: |
| 1. Be an established state-level organization which has been in operation for 2 years and has experience with programs and services related to the unique mental health needs of California’s TAY populations; | Yes  No |  |
| 1. Have experience and capacity to provide technical assistance and support to local community-based organizations; | Yes  No |  |
| 1. Have experience and familiarity with providing access to care for Transition Age Youth, with emphasis on addressing disparities, with an emphasis on ethnically diverse, homeless, child welfare involved, transitioning and gender nonconforming, juvenile justice-involved, and disabled TAY; | Yes  No |  |
| 1. Be a non-profit organization, registered to do business in California;    1. Evidence that Proposer is registered and has a current active status with the California Secretary of State (SOS) to do business in California is required as detailed in **ATTACHMENT 4**. The registration can be pending at the time of bid submission but must be complete by the time at which a contract is awarded. | Yes  No |  |
| 1. At least 51% of the paid staff, board members, or advisory board members are TAY. | Yes  No |  |

## 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 partnership or corporation, the Proposer shall submit a copy of its current active status with the Secretary of State Business Certification program.

Go to [Search | California Secretary of State](https://bizfileonline.sos.ca.gov/search/business). Enter your organization’s name at the bottom of the page and select search (magnifying glass). Select your organization name and print the information from the search result and attach to your proposal. The Status on the page must equal Active.

## ATTACHMENT 5: Proposer Background

Provide responses to the following

|  |  |  |
| --- | --- | --- |
| III.C.1. | Describe what your organization does to advocate for the mental health and wellness needs of TAY: | |
| III.C.2. | What counties, regions, or areas of the State do you serve? | |
| III.C.3. | What counties do you have a branch/physical presence located? | |
| III.C.3.a. |  | Provide Support: |
| III.C.4. | How do you determine where service gaps may exist for the TAY populations that you serve? | |
| III.C.5. | What are the specific outcomes you are working toward? | |
| III.C.6. | What do you measure and/or what type of data do you collect to determine the success of your approach? | |
| III.C.7. | How long has your organization been in existence? | |
| III.C.7.a. |  | Provide Support: |
| III.C.8. | How many staff do you have? This does not include volunteers or contractors. | |
| III.C.8.a. |  | Provide Support: |
| III.C.9. | How many paid staff are TAY? This does not include volunteers or contractors. | |
| III.C.9.a. |  | Provide Support: |
|  | | |

## ATTACHMENT 6: Program Plan

Provide responses to the following

|  |  |
| --- | --- |
| V.A.1.a. | Provide a narrative of the proposed overall program approach in meeting the requirements of this RFP |
| V.A.1.a.1. | Explain why this approach is the best approach in meeting the needs of the population |
| V.A.1.a.2. | What specific needs are you addressing? |
| V.A.1.a.3. | How did you determine that these are the needs that need to be addressed? |
| V.A.1.a.4. | How does this approach address disparities? |

ATTACHMENT 6: Program Plan (Cont.)

**Complete for each Proposed Local Level Activity and attach any supporting information to the sheet.**

|  |  |  |  |
| --- | --- | --- | --- |
| V.A.1.b. | For each Local Level Activity that is proposed, provide the following: | | |
| V.A.1.b.1. | List Activity Name or Title | | |
| V.A.1.b.2. | Proposed date(s) for the activity | | |
| V.A.1.b.3. | Identify the type of activity as either Advocacy; Training and Education; or Outreach and Engagement | | |
| V.A.1.b.4. | Describe the proposed activity, including, but not limited to: | | |
| V.A.1.b.4.a. |  | Where will the activity take place (City or county at minimum, address is acceptable too, if known)? | |
| V.A.1.b.4.b. |  | Why was this location selected? | |
| V.A.1.b.4.c. |  | Why was this activity selected? | |
| V.A.1.b.4.d. |  | How is this activity addressing disparities, specifically ethnically diverse, homeless, child welfare involved, transitioning and gender nonconforming, juvenile justice-involved, and/or disabled TAY? | |
| V.A.1.b.4.e. |  | What is the expected outcome(s) from this Activity? | |
| V.A.1.b.4.f. |  | Other information, not presented, that is critical to understand the value, benefit, and/or importance of the activity | |
|  | *Note – Social-Media is not considered a Local Level Activity for this RFP* | | |
|  | | | |
| V.A.1.b.5. | Local Level Entity (LLE) | | |
| V.A.1.b.5.a. |  | State whether or not an LLE is being used for this Activity. If not, then do not complete 5.b. for this Activity. | |
| V.A.1.b.5.b. |  | Provide the following information for the LLE that will be used:   * + - * 1. Minimum Qualifications | |
| V.A.1.b.5.b.1.a. |  |  | Have been in existence for at least 2 years and have experience and capacity to engage local leaders in mental health and to assist in the planning and implementation of an outreach activity for the TAY population. |
| V.A.1.b.5.b.1.b. |  |  | Have established connections with TAY populations and collaborations with other TAY organizations within their respective regions |
| V.A.1.b.5.b.2. |  | Organization Name | |
| V.A.1.b.5.b.3. |  | Organization Address (must be in the area where the event will be held) | |
| V.A.1.b.5.b.4. |  | Organization Contact (Name, Title, Email) | |
| V.A.1.b.5.b.5. |  | Documented Relationship - Provide documentation for this commitment and relationship to this LLE. (e.g. MOU, Letter between the organizations verifying the commitment to use this organization, pay them the minimum amount identified in the RFP, etc.). Documentation must be signed by both parties. | |
| V.A.1.b.5.b.6. |  | State the amount being paid to this LLE for this Local Level Activity | |
|  | | | |

## ATTACHMENT 7: Outreach Plan

~~Include a copy for each Local Level Advocacy Group location (15 Local Level Advocacy Groups)~~

(Add lines as needed)

|  |  |
| --- | --- |
| V.A.2. | OUTREACH PLAN |
| V.A.2.a.-b. | 1. Provide an outreach plan that will outline the strategy to be used to identify, contact, and partner with local individuals and/or organizations for local advocacy and engagement activities. Outreach strategies may include interaction with county mental health departments, local mental health boards/commissions, community-based organizations, faith-based organizations, high schools, colleges, and other local entities. 2. The plan should take into account locations in which an LLE will be used and locations where they will not be used | |

ATTACHMENT 7: Outreach Plan (Cont.)

**Complete for each Proposed Local Level Activity and attach any supporting information to the sheet.**

|  |  |
| --- | --- |
| V.A.2.c. | For each location identified for a Local Level Activity, provide the following information: |
| V.A.2.c.1. | List the Activity Name or Title that matches what is provide in the Program Plan |
| V.A.2.c.2. | Outline the Contractor or LLE, if applicable, plan to be used in identifying, contacting, and partnering with local individuals and/or organizations for local advocacy and engagement activities |

## ATTACHMENT 8: State Level Advocacy Strategy Plan

|  |  |
| --- | --- |
| V.A.3. | STATE LEVEL ADVOCACY STRATEGY PLAN |
| V.A.3.a. | Provide a State Level Advocacy Plan that will target state legislative members, state level leaders and administrators to learn about the specific mental health needs of TAY, including, but not limited to, a call for action for the state-level decision makers to address the mental health needs of TAY | |
| V.A.3.b. | Include a timeline of all stages of the plan, including recruitment of TAY and implementation of the plan | |
| V.A.3.c. | Identify how you are planning to measure the impact of the plan on TAY | |
| V.A.3.d. | Explain how TAY were used in the development of the plan and how they will be used to implement the plan | |
| V.A.3.e. | The plan should also contain the strategy for conducting annual State Level Advocacy Events | |

## ATTACHMENT 9: State Level Advocacy Event Narrative

Include a copy for each State Level Advocacy Event (3 events)

(Add lines as needed)

|  |  |  |
| --- | --- | --- |
| V.A.4.a. | Event Name | |
| V.A.4.a.1. |  | Enter the unique name of the Event |
| V.A.4.b. | Event Location | |
| V.A.4.b.1. |  | Enter the proposed location of the event. The location can be specific to an actual physical location (e.g. school name) or a geographic location (e.g. city or county.) |
| V.A.4.b.2. |  | Explain why this location was chosen |
| V.A.4.c. | Event Date | |
| V.A.4.c.1. |  | Enter date (Month and Year) |
| V.A.4.d. | Event Description | |
| V.A.4.d.1. | Provide a narrative describing the proposed event. | |
| V.A.4.e. | List the activities that will be provided at this event | |
| V.A.4.e.1. | Provide a detailed list of the activities that will be available at the event. Add additional lines or pages to the Attachment, if needed | |
|  | 1 |  |
|  | 2 |  |
|  | 3 |  |
|  | 4 |  |
|  | 5 |  |
|  | 6 |  |
|  | 7 |  |
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|  | 17 |  |
|  | 18 |  |
|  | 19 |  |
|  | 20 |  |
| V.A.4.e.2. | Explain why these activities were selected for this event | |
| V.A.4.f. | What is the expected outcome(s) from this Activity? | |

## ATTACHMENT 10: Cost Worksheet

*This is a sample of requirement descriptions that can be used. Add lines and descriptions as needed*

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

## ATTACHMENT 10-1: Cost Worksheet Instructions

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

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

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

* + - * 1. Annual Report

Including high-quality video

* + - * 1. Quarterly Report
        2. Collaboration Meetings
      1. Yearly Total Cost (Annual Cost)
         1. The total cost for Year 1 cannot exceed $700,000
         2. The sum of Year 1, Year 2, and Year 3 must equal $2,010,000 (which is the Total Cost for All Years line item)

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

## ATTACHMENT 11: References (Organization)

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

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

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

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

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

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

**Rater’s Signature:** **Date:**

## ATTACHMENT 12: References (TAY recipient of services)

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

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

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

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

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

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

**Rater’s Signature:** **Date:**

## ATTACHMENT 13: Bidder Declaration (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf](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 14: 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 15: 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 16: 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 17: 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 TAY-004 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 Commission 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: $2,010,000.00

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 18: 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.E.

|  |  |  |
| --- | --- | --- |
| **RFP TAY-004** | | |
|  | **RFP Section Reference** | **Question** |
| 1 |  |  |
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## APPENDIX 1: LISTENING SESSIONS

Logo, company name

Description automatically generated

Transition Age Youth Community Engagement Request for Proposal 2022

In August of 2022 Commission staff gathered information from Transition Age Youth (TAY) communities to learn about the critical needs of young people and to guide the design of the next TAY advocacy contract. As part of the community engagement efforts, Commission staff held two public listening sessions, a discussion with the MHSOAC Cultural and Linguistic Competency Committee, and one focus group in Stockton in partnership with the Child Abuse Prevention Council of San Joaquin County. Staff also met with the current TAY advocacy organization California Youth Empowerment Network to gain feedback from their advocacy work.

TAY Listening Sessions

August 2, 2022 & August 4, 2022

***Identifying the critical mental health needs of TAY***

*COVID- 19 Pandemic, isolation, and social media*

* The need for support has greatly increased due to the COVID-19 pandemic. There is not a lot of support because there is nothing in place to support the sudden, overwhelming amount of mental health services needed. This has caused young people to turn to each other for support or to internalize and become bogged down by it.
* It is becoming increasingly popular to go to social media and students form almost trauma bonds, where students will connect fully on the basis of having similar experiences. This is becoming increasingly toxic because students do not know how to resolve many mental health issues and need adult help. It does not help students to only talk to peers who are experiencing academic and home pressures on top of mental health pressures, which is becoming cluttered and difficult to distinguish.
* Along with social media and media portrayal, there is a certain niche on YouTube where people can talk about how they have recovered from certain mental illnesses, especially eating disorder recoveries. This is harmful in the sense that it perpetuates the idea that recovery only looks one way or the steps provided are the only steps to take. Even though the intent could be to provide resources, it can create an idea or portrayal, almost a romanticization, of mental illness or a way to do mental illness recovery.
* Young people are finding support among peers, but peers are not always equipped to handle these difficult conversations effectively. It is imperative to pour resources into youth peer-led, peer support, school-based type resources where individuals are empowered and have access to information to share with other youth to more effectively support one another.
* Isolation is a major factor to consider for the mental health of young people today. In the post- pandemic world, young people are struggling to re-assimilate themselves into social settings. They are developing a lot of things like depression, which affects other aspects of their life such as school. Re-assimilating young people into the social scene is important.
* Students are pressured to succeed in school and work in order to find employment in increasingly competitive career fields.
* A positive outcome of the pandemic is the quick innovations that quickly sprung up, such as remote meeting attendance allowing greater accessibility and personal safety.

*Disproportionately affected or overlooked TAY groups*

* Many TAY populations are being left out of the conversation. TAY who are disproportionately affected include BIPOC, LGBTQ, women, Asian and Pacific Islander, Latinx, low income, foster youth, criminal justice-involved, and refugee and immigrant youth.
* Youth with physical disabilities are often excluded from mental health care discussions. It is important that resources are accessible for everyone.
* It is important to include representatives from all communities in the conversation. Immigrants often get lost in this conversation, especially those who cannot access or are afraid to access mental health services because of a language barrier or citizenship status. Some communities have cultural resistance to talking about mental health.
* It is important to reach often overlooked TAY including college students, immigrant minorities, and TAY from smaller and rural counties.

***Addressing the mental health needs of TAY***

*TAY-oriented, culturally relevant mental health services*

* It is important, when thinking about the mental health needs of young people to actively invest in what truly helps young people rather than investing in something that does not have research to back it up, or does not have youth supporting it.
* There is an interest in mental health intersectionality, especially as new ways of labeling people are being developed. There is an interest in race, sexual orientation, etc., and how those things play a part in how a person experiences mental health. Students are interested in academic competition; academic stress and the COVID-19 pandemic are continuing to impact mental health with fears of future pandemics.
* Behavioral health systems must fund community organizations to care for TAY.
* There is a great need for access to culturally congruent mental health services. Youth tend to access culturally congruent organizations that are grounded in community.
* It is assumed that, once an individual gets help, mental health improves. This is not the case – mental health fluctuates. Even when people are doing better, it does not mean they will not struggle again. Individuals need ongoing support.

*School-based support*

* At schools, with the obvious increase in needs, it is important to recognize that teachers and staff are being put at the front of this crisis. This system is leaning on the onsite staff's ability to reach and connect but, when they are not properly educated or prepared, the youths’ ability to find support becomes limited.
* It is important not only to provide education for youth, but also for adults. Teachers need to be informed and educated in mental health so they can respond in a much more positive way. This is important.
* Many individuals struggle to even recognize that they need help. This is why education is so valuable and crucial. Education is the pathway to empathy and change.
* School wellness centers that are free and confidential for students are a great resource.
* Need for immediate response to mental health crises at schools. Employing psychiatrists and assigning them to specific school districts or schools would speed up this process. Hour or longer wait times have been experienced for county psychiatrists to respond to a mental health crisis on school campuses.

*Traditional health care settings and other clinical-type mental health services*

* The location in terms of resources is important. Resources are tend to only be available in middle to higher income communities.
* A TAY individual rated the traditional health care systems as unfavorable, citing their experience with mental health hospitals, witnessing other youth who would be in-patients for months. The speaker stated they saw people at their worst and other people who were able to go home. Being in that experience and witnessing those individuals going through those experiences, knowing that there is still much work to be done, the foremost way to bump up their view of the system would be ongoing direct funding.
* TAY cannot afford these resources. Some mental health resources are very expensive. The speaker shared the example of their medication alone, which without insurance would be

$1,000 per month.

* Most free or low-cost therapy only allow up to 12 sessions. This is not enough for many youth with ongoing mental health concerns who can’t afford to pay for therapy out of pocket

**Identifying ideal characteristics of TAY advocacy organizations**

* Organizations with missions that have relevance to youth issues, authenticity, and honesty.
* Change for youth should come from youth.
* Demonstrate sustainable funding and ability to make more resources available beyond just a phone number or a therapist.
* Organizations that are disseminating digestible information. Filling gaps and creating pathways for accessibility and clarity for youth to better understand and get involved.
* Organizations with active involvement opportunities for youth. Youth love to get involved, especially now, because they feel that the only ones advocating for youth is themselves.
* Youth can recognize performative activism, specifically ones that are involved in the mental health space. Performance activism is not only upsetting and annoying, but actively hurts individuals.
* Youth advocacy and priorities should be led by youth themselves. They should have boards or advisory committees that have more than 50% youth on them.
* Organizations that have a leadership and staff that represent the communities of California (not white).
* Organizations that have opportunities for mentorship.
* Organizations that actively recruit from marginalized youth populations, including criminal justice involved youth and foster care youth.
* Organizations that have individual, regional, local, state, and national level type actions.
* Advocacy organizations often only hear from privileged youth due to the times and locations of their meetings. Everyone’s perspective is important. It often is self-selection for youth who have time or who want to get engaged in state and local advocacy. Many individuals are overlooked. Individuals who should be speaking on certain issues are not the ones who are given the opportunity to be involved.
* For an organization to be truly impactful, it needs to be specifically catered for each community because every community is different. One solution will not fit everyone. It is impossible to care for communities from a top-down approach. It needs to be a bottom-up grassroots effort.
* Organizations who are open-minded, caring, inclusive, credible, and trustworthy.

***Ensuring mental health providers and professionals are equipped to serve TAY***

*Negative experiences with providers*

* There is a lack of mental health care professionals who can reach young people and who are competent to young people’s experiences. Younger health care providers are needed who look like youth and speak their language. More mental health professionals need to encourage new age communication such as a song or TikTok post that helps young people communicate through that avenue to the mental health professional.
* As the need for support has increased, it does not mean that everyone has access to it. This is a major issue. One youth was able to see their therapist once a month for 15 minutes, even though they had insurance. Another experienced having to wait 8 hours in the emergency room to receive help.
* Concern was shared about individuals who do not have health insurance or who cannot afford services.
* Providers should create a space of safety. There are many people who did not have a good experience with their therapist or counselor. A safety net is important when being vulnerable. Part of the safety net is showing their education. How educated are they on these topics? How informed and prepared can they be in terms of responding to people’s needs?

*Appropriate training for TAY mental health providers*

* It is most important that people know that they can reach out and not feel ashamed. There is so much shame and perceived weakness about going to therapy or getting medication. People may look at others differently based on that experience. This needs to change through education. Mental health in schools is very necessary. That is a step forward.
* A peer-to-peer connection is lacking, especially coming from COVID. Many students still feel isolated. Coming back to school was another huge transition but like no other. It was not just moving up a grade or even moving to high school. It was almost about completely coming back into society.
* Peer and community-based mental health care services. In particular, youth of color and youth with mental health disabilities, especially in today’s world, are increasingly wary of the process of institutionalizations as it currently exists and law enforcement interaction with mental health care supports. It is important that youth have mental health supports where they can interact with peers in a less carceral setting.
* Suggest having referrals to free tutoring services as well as walk-in/online counseling services pertaining to dating, drugs, and suicide.
* So many youth are unable to get parental consent for therapy or mental health care. Mental health resources must be structured so that access is not limited by parents as a barrier.
* A big problem is a stigmatized culture involving mental health for Black and brown people. Mental health professionals should be visiting predominantly Black and brown schools, high schools especially, and advertising themselves as resources versus students reaching out to therapists. Expecting youth to reach out is not realistic because in the process of reaching out they will face criticism from their parents, teachers, and even community mentors, many of whom will invalidate their mental health challenges altogether. The help that is given as of right now feels “one-size fits all” when resources specific to Black, LGBTQ, etc. experiences are necessary. Professional adults who have experienced these specific hardships from society are needed to help young adults who are facing those same challenges now.
* Aside from addressing the stigma so youth feel comfortable to reach out for help before they are in crisis, major structural changes to the mental health systems need to happen. Many youth and families have major challenges simply navigating the process, never mind affording it or finding networks/therapists that are representative of their community or experience.

***Ensuring effective outreach to TAY and their communities***

*Availability of relevant information and community resources*

* Part of the mental health crisis is associated with misinformation, lack of information, and lack of education in relation to mental health. This need is not being met by school communities, which is where it should be addressed with school-based programs that provide research- informed, data-driven, human-centered support to effectively address needs.
* The location in terms of resources is important. Resources are usually in affluent, predominantly white, neighborhoods.
* Ensure that services are accessible and affordable. Locating student wellness centers on campus makes services more accessible and affordable for students and they do not have to rely on parents.
* Many students go to organizations that their parents support first, such as religious organizations. Many great churches point youth in the right direction, while some are oppressing and discriminatory.
* Although community-based organizations provide good supports, transportation is a barrier for students who have no public transportation available or whose parents are unwilling to provide it. Also, affordability and insurance aspects are barriers to students.

*Outreach and engagement at schools*

* Schools are a place for students to receive mental health services, but not all students attend school.
* Many schools are making it difficult for youth to come forward. Youth are not going to schools as an organization to be comfortable to talk to about their mental health needs because they are afraid of repercussions. That is a huge issue, when not all of the wellness center members or all school counselors are properly educated about students who need to be listened to, heard, and validated.

*Mental health workers on campus*

* So many schools do not even have a school therapist or social worker, so students are trying to connect with a school counselor, but counselors are only there to talk about college, not life experiences.
* It is frustrating when schools have one therapist per several thousand kids, and even more so when that one much-needed therapist is discriminating against students. It is hard enough to check in with therapy in a school setting which has such a stigma, let alone talk to authorities about a negative experience.

*Language-based support and services*

* Mental health services and resources are often not adequately translated into common languages such as Dari and Pashto; adequate interpretation would benefit both youth and family members.
* It would also be good to have forums with interpreters for recently arrived immigrant and refugee youth.

*Parents and TAY mental health*

* Some TAY cannot access resources because their parents or guardians have a stigmatized view of mental health, and TAY often cannot access resources without parental consent.
* There is a disconnect between clients and their parents. Parents tend to raise their children how they were raised and they have a difficult time understanding that the way it worked for them then cannot be applied to the youth population today, especially for LGBTQ, particularly transgender, youth. Lack of parental support adds to feelings of isolation. Parents need to be educated about what their children are going through.

***Empowering TAY to advocate at the community, local, and state levels***

* Action speaks louder than words. Awareness is great, but action can accomplish things. Doing something about issues and providing resources that are beneficial is the change that is needed.
* Think about where youth are pouring their time and efforts, and where they are benefiting, which is through grassroots, on-the-ground organizations, and initiatives.
* Advocacy training to understand the context of the policy discussions including civic engagement, how to advocate, and organizational structure.
* Representation in leadership. There still is very little representation for minorities so that will be a crucial step forward.
* There is a need for a younger and more diverse workforce.
* Accessible meeting times (not during the school day/year), broad reach, multiple modalities of communication (text, email, etc.).
* Anyone that engages in advocacy for students needs to work directly with them simultaneously from the ground-up.
* Youth involvement in decision making is crucial.

Cultural and Linguistic Competency Committee Meeting August 23, 2022

Members of the Cultural and Linguistic Competency Committee shared their feedback on the procurement process for the upcoming TAY Request for Proposal.

* It is important to engage with counties to learn the capacity for new clients and families
* Communities are integrated, not segregated. Contract awardee should be rooted in the local community and have the capacity to integrate all elements of a community, ensure that all elements of the community are integrative to help build the capacity of TAY, families, work environments, and faith-based spaces.
* It is important for local organizations throughout California to put together a statewide effort. There should be effort to mitigate resources only going to Sacramento-based organizations. It is important that these funds empower local community organizations to formulate and roll out a grass roots effort towards a statewide partnership.
* Open conversations with local communities is critical to best understand how to be comprehensive and holistic in all approaches in advocating on behalf of TAY. It is important to reframe and think outside of the box to innovate systems to strengthen prevention components.
* The TAY advocacy organization should have integrity, experience, knowledge, and an open mind towards collaborating with and learning from local communities.
* It is critical to remove the perception that the TAY LGBTQ community only exists in certain cities, such as West Hollywood. Most of the LGBTQ youth in Los Angeles are Latinos who live throughout the entire county. It is important for all LGBTQ individuals to have access to culturally appropriate services that speak the same languages in their communities. When the process is decentralized in allowing organizations and local communities to compete, it brings a voice closer to the people of their community.
* It is important to look at the procurement process from a practical perspective. The pandemic changed the way things are done—it is impossible for one state level organization to reach all communities. Funds should empower local community-based organizations who have hands-on experience.

TAY Focus Group

Child Abuse Prevention Council, Stockton, CA August 26, 2022

***TAY Advocacy Organizations***

TAY shared the following desired characteristics in their ideal youth advocacy organizations.

* It should be obvious that the organization genuinely cares about young people and their needs
* The organization should be familiar with providing easier access to care for gender non- conforming and transitioning youth
* A possible mandatory requirement for the funded organization: 30 to 50 percent TAY making up the paid staff positions and/or the decision-making body

***School-Based Mental Health Services***

TAY shared the following thoughts regarding mental health services being provided on school campuses.

* Based on prior experiences, the quality of care by counselors on campus can vary widely. One incident shared by a TAY involved a crisis counselor not being helpful or dismissive during a self- harm incident. Some on-campus counselors have used harmful language and did not respect confidentiality.
* For some TAY, the ease of access and availability was a positive aspect of counselors on campus.
* Some TAY have had good experiences with counselors employed by the school who were available remotely. Online campus counselors welcomed walk-in “visits,” demonstrated genuine care for experiences, and brought some positive changes to life outlook
* Posters and visual aids on campus are good ways of keeping TAY informed of services
* Additionally, the idea of integrated care centers, such as youth wellness centers, provided excitement and positive responses. An integrated care center would allow young people to address other challenges in their lives outside of mental health. Integrated care centers may take the form of other establishments, such as a church.

***Other Mental Health Care Settings***

TAY cited the following health care settings as being ineffective for receiving effective mental health support.

* Traditional health care provider systems (such as Kaiser Permanente) are too large to navigate easily and are expensive. The quality of individual clinicians can vary widely due to the large number of available providers.
* Emergency rooms don’t prioritize mental health needs. Mental health emergencies are dismissed or placed low on the priority list. Emergency room staff have labeled youth as “superficial” and invalidated a trans individual. Most cases have led to being discharged from the hospital with no help provided.
* The County Behavioral Health Services department provides varying degrees of quality in service and experience. Some negative experiences include clinicians who invalidated the youth, and untrained and unaware clinicians who did not know how to communicate with youth. Some positive experiences include a case manager who helped a youth client find housing, a therapist, and medication.

***Experiences With Providers***

TAY shared the following negative experiences with clinicians, counselors, and therapists.

* Clinical providers and their staff demonstrate lack of training and awareness when working with, communicating with, and serving youth clients.
* Clinical staff demonstrated hostility towards LGBTQ, trans, and gender-nonconforming youth through transphobic behavior.
* Clinical providers tend to defer to the youth’s parents/accompanying adults for communication, undermining and de-valuing the youth’s experiences and problems. Providers sharing what should be confidential information with the parents is problematic: the parent can be hostile towards the youth or ongoing familial issues can become exacerbated at home.
* Some clinical providers have threated to share or report a youth’s experiences with their parent as a way to “control” the youth
* Providers can be knowingly or unknowingly invalidate the experiences and problems of youth clients, creating further harm for the youth. Providers do this by questioning the experiences shared by youth, dismissing the experiences as being part of being young, or claiming that the youth has not experienced “real problems” because they are young.

TAY expressed the following as positive experiences with providers, or desired qualities they would like to see in their providers.

* Providers and peer workers with lived experiences
* Providers who show genuine care in the youth and their experiences.
* **“Her office was my office.”**
* Clinicians who advocate on behalf of their youth client brings a sense of security and provides encouragement, positivity, and upliftment. Some have reported providers who “saved” them from their overbearing or hostile parents by speaking up on behalf of the youth and validating what youth may be having issues with at home.

***Training for Providers Serving TAY***

TAY stated the following as being necessary or critical in training that all providers receive for serving young people.

* Listening to understand, being soft and affirming, and showcasing full respect for TAY regardless of background, age, etc.
* Understanding and knowledge of gender and sexuality
* Training modules that are designed and taught by young people
* Training that places providers in specific scenarios where the reaction and handling of the situation will be observed and critiqued by youth
* Ability to avoid or unlearn the instilling of own values and beliefs into care youth clients
* TAY observed many providers with master’s level education (MSW, LMFT, etc.) don’t have the lived experience to back up training
* TAY shared it was mostly important that their therapist looked and spoke like them, but more important is that their therapist helps them feel comfortable and affirmed.

***Outreach to TAY***

TAY use the following methods or sources when researching or seeking more information on an unfamiliar topic.

* Internet search
* Social media, specifically TikTok, whose format allows information to arrive to the user in an easy-to-consume video format. Content tends to be more timely and relevant compared to other social media platforms
* Parent, mentor, guardian, and/or family member that is trusted and familiar
* Friend or coworker who is knowledgeable on the topic
* School-based resources found on campus
* Community-based organizations, including outreach programs and faith-based

***Involving TAY in Advocacy***

TAY expressed the desire to be involved in local and state level advocacy, given that the opportunities for advocacy work were relevant and meaningful.

* TAY want the ability to speak to state legislators directly
* TAY should feel welcome to look, dress, and feel as themselves when advocating in front of legislators
* TAY want legislators to feel and understand what young experience. **“Get legislators to feel what we feel.”**
* Youth shared their experiences with the San Joaquin Youth Action Board (YAB) as an example of effective youth involvement. They shared that youth and adult allies should petition to their counties to start their own YABs modeled after San Joaquin.
* Additionally, TAY strongly suggested advocating to Boards of Education, Superintendents, and state legislators to include practical life lessons into school curriculums. This conversation stemmed from the idea that TAY learning to be independent and have their other needs met (housing, budgeting, job) will lead to positive mental health outcomes.
* TAY expressed the desire to have the negative stigma and label of being young and inexperienced to be removed when in these advocacy roles

CAYEN Feedback on TAY Advocacy Contract

Provide flexibility for the contractor to release funds to subcontractors as needed.

* It is beneficial to work with local level organizations
* The current TAY contract mandates the contractor to distribute all subcontractor funds at the beginning of the contract.
* Instead, allow the contractor to distribute initial start-up funds to subcontractor, then distribute funds tied to deliverables to keep organizations accountable.
* Tying funds to deliverables provides scaffold and creates accountability for local subcontractors.

Require lesser number of cohorts or local organizations to work with each year

* Working with TAY requires a lot of time and resources.
* Intentional training, mentorship, and emotional support are critical for effectively collaborating with and supporting TAY Advocates.
* TAY, by definition, are in transition – this is accompanied by challenges not typically faced in adult advocate populations.
* TAY experience being unsheltered and food insecure, and being in unsafe places to participate (many youth hide or avoid their participation in the advocacy project due to home life stigma surrounding mental health, LGBT, etc.).

Remove the mandate requiring partnerships with youth organizations that are based on school campuses

* There are so many unserved youths across California that aren’t on campuses and don’t have opportunities to be seen and heard to engage in advocacy.
* The Commission already funds projects that are dedicated to school-based programs.
* There is a greater need to serve young people in their communities. Specifically require that the contractor has TAY on staff or will hire TAY for project