

2018 COPY

REQUEST FOR PROPOSAL: Immigrants and Refugees Stakeholder Advocacy

RFP Stakeholder I-R_001 [Addendum 2](#)

Immigrants and Refugees



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State of California Mental Health Services Oversight and Accountability Commission

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I. INTRODUCTION

The Mental Health Services Oversight and Accountability Commission (MHSOAC) is seeking to issue five (5) contracts to experienced Contractors to work with immigrants and refugees. As directed by the Budget Act of 2018, the contracts awarded pursuant to this Request for Proposal (RFP) are to support the advocacy, training and education, and outreach and engagement needs of immigrants and refugees to increase the number of available mental health programs, create awareness of and access to culturally appropriate services and supports, and provide opportunities to increase advocacy at the state and local level on behalf of immigrant and refugee populations in California.

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

A total of five (5) contracts will awarded under this RFP, one (1) contract in each of the following regions:

- Central Region
- Superior Region
- Bay Area Region
- Southern Region
- Los Angeles Region

Central Region:

Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter-Yuba, Tulare, Tuolumne, and Yolo

Superior Region:

Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama and Trinity

Bay Area Region:

Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, and City of Berkeley

Southern Region:

Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura, and Tri-City (Pomona, Claremont, La Verne)

Los Angeles Region:

County of Los Angeles

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

Proposers may submit only one proposal for this RFP. The Region a Proposer qualifies for will be determined based on the Proposer's Entity Address as listed on the Secretary of State (SOS) registration shown on the SOS Business Search Website (<https://businesssearch.sos.ca.gov/>). Submitting more than one proposal will be grounds for disqualification.

A. PURPOSE AND BRIEF OVERVIEW OF CONTRACT OPPORTUNITY

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

Welfare and Institutions (W&I) Code Section 5892(d) requires the Mental Health Services administrative fund to "include funds to assist consumers and family members to ensure the appropriate state and county agencies give full consideration to concerns about quality, structure of service delivery, or access to services." Awarding the contracts through this RFP is one way the MHSOAC implements this section.

Through the MHSA, California has encouraged the transformation of its mental health system by supporting the need for and development of a partnership between state and local level planning

and program implementation. The MHSA was designed to change not only the way people access mental health services and participate in policy planning, but to change public perception and stigma associated with mental illness. Through support of stakeholder advocacy efforts, MHSA funding encourages dialogue to address not just the local needs of a community and region but to align with state level needs and priorities in a way that acknowledges and adheres to the diverse cultural values among California's immigrants and refugees.

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

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

According to the California Department of Social Services, 41,439 refugees have settled in California since 2011. While refugees have settled in over 30 counties throughout California, the majority have settled in San Diego, Los Angeles, Sacramento, Orange, and Santa Clara counties. Mental health services are available throughout the State; however, refugee populations often resist seeking services as a result of stigma and mental health workforce limitations. Stigma associated with mental health conditions in their countries of origin can cause immigrants and refugees to hide the symptoms experienced by themselves or their children. When refugees do seek treatment, they often find that there are few mental health professionals available to speak their language, understand their culture, or empathize with their experiences. These factors have resulted in low utilization rates, creating a challenge for service delivery.

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

reduce disparities of access to mental health services and supports for immigrants and their families.

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

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

Community Engagement Efforts

To support the development of this contract opportunity, the MHSOAC engaged in an extensive community consultation process to learn more about immigrant and refugee communities and to collect input from individuals and those working with and on behalf of these populations.

An information survey was administered to learn more about the types of county and community-based organizations located across the state that are serving immigrant and refugee communities in California. Surveys asked respondents to provide their input regarding what services they provide, the most pressing needs of the populations they serve, how they measure outcomes, the current barriers to delivering effective services, and how organizations would utilize additional funding. They were also asked about service gaps, outreach and collaboration efforts among organizations, and training efforts.

In addition, public listening sessions were conducted to hear from individuals within the community about the barriers to seeking and receiving mental health services and to better understand how those needs could be addressed through advocacy, training, and outreach efforts. Through these open discussion forums, participants identified a number of individual and systemic challenges to accessing and receiving care.

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

Goal and Objectives

The goal and objectives of the contracts are to bring awareness of the challenges and issues facing the immigrant and refugee populations through advocacy, training and education, and outreach and engagement at the local levels, with the expectation that service providers increase services and access to the services that are needed and that government or private entities provide funding to address these unmet needs.

B. KEY ACTION DATES

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

Activity	Action Date & Time
RFP Release	February 15, 2019
Bidders' Conferences	February 21, 2019 and March 1, 2019
Deadline to submit Letter of Intent to Bid	February 27, 2019
Deadline for Written Questions	March 6, 2019 by 5:00 p.m.
Distribute Questions/Answers and Addenda (if any) to RFP	March 11, 2019
Deadline to Submit Proposals	April 5, 2019 by 2:00 p.m.
Interviews (optional)*	April 16 – 18, 2019
Notice of Intent to Award*	April 25, 2019 – Commission Meeting
Deadline to submit Letter of Intent to Protest*	May 2, 2019 by 5:00pm
Deadline to submit Protest Letter*	May 9, 2019 by 5:00pm
Anticipated Contract Start Date*	June 2019

** Dates after Deadline to Submit Proposals are estimates and may be changed by the Commission with the issuance of an addendum.*

C. CONTRACT TERM AND AVAILABLE FUNDING

The available funding for this RFP is \$2,012,500, allocated as follows: Year 1 - \$612,500, Year 2 - \$650,000, and Year 3 - \$750,000. The funds will be awarded through 5 contracts, 1 in each region as outlined below. Each contract will be for a total \$402,500, allocated as follows: Year 1 - \$122,500, Year 2 - \$130,000, and Year 3 - \$150,000. It is anticipated that the work on these contracts will begin in June 2019 and continue for a period of 36 months. Payments to the

Contractors shall be based on the satisfactory completion of each project deliverable/milestone for the fixed contract price.

Contractor Region	Year One	Year Two	Year Three
Central	\$122,500	\$130,000	\$150,000
Superior	\$122,500	\$130,000	\$150,000
Bay Area	\$122,500	\$130,000	\$150,000
Southern	\$122,500	\$130,000	\$150,000
Los Angeles	\$122,500	\$130,000	\$150,000
Total	\$612,500	\$650,000	\$750,000

D. BIDDERS CONFERENCES

Bidders' conferences will be held on February 21, 2019 and March 1, 2019 via teleconference calls. The purpose is to provide an opportunity for Proposers to ask specific questions about the solicitation and the procurement process and to request clarification on components outlined in the RFP. Proposers may attend one or both Bidders Conferences, but attendance is not mandatory. Information provided will be the same at both Bidders Conferences.

Written questions, as noted in Section I.F, received prior to the cutoff date for submission, may be answered at the conference without divulging the source of the question. If questions are asked at or before the conference, Proposers will be asked to submit the question(s) in writing to the Procurement Official. Use **Attachment 14, Questions Template**, to submit your questions. Answers to these questions will be published in a question and answer set. Oral responses shall not be binding on the MHSOAC.

Bidder's Conference #1:

February 21, 2019

10:00am-12:00pm

Call-in number: 866-817-6550 | Code: 3190377

Bidder's Conference #2:

March 1, 2019

10:00am-12:00pm

Call-in number: 866-817-6550 | Code: 3190377

E. INTENT TO BID

Proposers that want to participate in the solicitation shall submit a completed Intent to Bid (**ATTACHMENT 2**) ~~by the February 27, 2019, date specified in Section I.B, Key Action Dates~~. This document shall be emailed to the Procurement Official identified in Section I.G. Correspondence to a Proposer regarding this solicitation will only be given to the Proposer's designated contact person.

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

F. WRITTEN QUESTIONS

During the RFP process, questions about this RFP must be directed to the Procurement Official listed in the Contact Information section below. Questions shall be put in writing and communicated via email to: mhsoac@mhsoac.ca.gov by 5:00 p.m. on March 6, 2019, as specified in Section I.B, Key Action Dates. At its discretion, MHSOAC reserves the right to contact a Proposer to seek clarification of any inquiry received.

All questions will be answered in writing. The questions and answers will be posted on the MHSOAC's website at: www.mhsoac.ca.gov.

Any changes to the RFP will be made in the form of an addendum. Please note that no verbal information given will be binding upon the MHSOAC unless such information is confirmed in writing as an official addendum to all parties/participants.

G. CONTACT INFORMATION

Angela Brand, Procurement Official
Mental Health Services Oversight and Accountability Commission
1325 J Street, Suite 1700
Sacramento, CA 95814
E-mail: mhsoac@mhsoac.ca.gov

II. BACKGROUND

A. THE MENTAL HEALTH SERVICES ACT

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

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

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

B. MHSA VALUES

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

1. *Community Collaboration*: Diverse clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources to create and fulfill a shared vision and goals.

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

C. MHSA FUNDING

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

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

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

III. PROPOSER QUALIFICATIONS

An individual who is authorized to contractually bind the proposing organization shall sign **ATTACHMENT 3, Proposer/Proposal Certification Sheet**. 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.***

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

A. MINIMUM QUALIFICATIONS

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

1. Have been in existence for at least two years in providing direct outreach and engagement to the identified population;
2. Have experience and capacity to engage the identified immigrant and refugee population;
3. Be a non-profit organization, registered to do business in California; and
4. Have staff that have been employed by the organization for at least one year.

B. DESIRED QUALIFICATIONS

The following are desired qualifications of the Proposer:

1. Have experience in advocacy, training and education, and outreach and engagement activities related to the mental health needs of immigrant and refugee populations;
2. Have experience that demonstrates capability to manage a project of similar duration and funding;
3. Have experience with incorporating concepts of client and family resilience and recovery into programs, projects, training, or technical assistance;
4. Have staff who speak the language of the identified population; and
5. Have staff who are immigrants and/or refugees.

C. PROPOSER BACKGROUND

Provide responses to the following on **ATTACHMENT 6, Background**:

1. Which specific immigrant and/or refugee populations do you work with?

2. Describe what your organization does to advocate for the mental health and wellness needs of immigrants and/or refugees.
3. What counties, regions, or areas of the State do you serve?
4. How do you determine where service gaps may exist for the immigrant and/or refugee populations that you serve?
5. What are the specific outcomes you are working toward?
6. What do you measure to determine the success of your approach?
7. List the organizations that you collaborate with in working with the identified immigrant and refugee population.
 - a. Provide organization name, contact name, contact phone, contact email (20 minimum)
8. How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services?
 - a. How did you determine this number? Provide support.
9. How long has your organization been in existence?
 - a. Provide support
10. How many staff do you have? This does not include volunteers or contractors.
 - a. Provide support
11. How many Board members do you have?
 - a. Provide support
12. How many staff speak the language of the identified population(s)?
 - a. List the staff and the languages they speak.
13. How many staff are immigrants and/or refugees?
 - a. List the staff who are an immigrant and/or refugee.
14. How many Board members are immigrants and/or refugees?
 - a. List the Board members who are an immigrant and/or refugee

IV. SCOPE OF WORK

A. CONTRACTOR RESPONSIBILITIES

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

1. Each Contractor shall implement a plan for the following:
 - a. Providing local-level advocacy to increase awareness of and access to mental health resources to the identified population.
 - b. Providing training and education to counties, and mental health service providers on culturally and linguistically appropriate services for the identified population.

- c. Providing outreach and engagement, by conducting and facilitating county roundtables to connect community partners serving immigrants and refugees.
2. Each Contractor shall be responsible to:
 - a. Participate in monthly call-in meetings with the MHSOAC to assess progress and status.
3. Each Contractor shall participate in Kick-off meeting
 - a. Each Contractor shall attend a kickoff meeting with the MHSOAC Contract Manager (CM). The Contractor's Project Manager (PM) and other key staff shall attend this meeting to discuss the administrative (e.g. finalizing dates), fiscal (e.g. payment milestones), and technical aspects (e.g. reports) of this contract. MHSOAC will designate the date and location of this meeting.
4. Each Contractor shall submit Quarterly Status Report
 - a. The contractor shall provide a Quarterly Status Report that must be reviewed and approved by the MHSOAC prior to invoice payment. The MHSOAC reserves the right to contact the contractor to discuss the report as part of the review and approval process. The report shall contain the following information:
 - i. Summary of activities that occurred within the reporting period;
 - ii. A statement on whether or not contract activities are on schedule (completed/not completed); and
 - iii. If not on schedule, provide the reason(s) for not being on schedule and the corrective action, if any, to address the delay.
 - iv. Based on the report and other additional information provided, the MHSOAC may choose one of the following options:
 1. Approve the report and invoice.
 2. Approve the report, request additional information (including meetings) to assist in the corrective action, and approve the invoice.
 3. Request additional information before the report and invoice are approved.
 - v. The MHSOAC reserves the right to modify the requirements of the content of the Quarterly Status Report (in agreement with the contractor) during the course of the contract to better reflect the activities being performed.

B. DELIVERABLES

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

1. Deliverable 1: Local-Level Advocacy

- a. Contractor **shall** meet 2 times per year (every 6 months) with a representative of the county behavioral/mental health department tasked with mental health program and planning. This **may** include the director, MHSA coordinator, ethnic services manager, etc.
 - b. Contractor **shall** also meet 2 times per year (every 6 months) with other county level decision making entities including but not limited to the county MHSA Steering Committee, local mental health board, County Board of Supervisors, MHSA Cultural Competence Committee, and the County Office of Education. Meetings will be to discuss areas of collaboration and **shall** include written materials, including fact sheets and handouts, on the mental health needs of the population being served. Meetings **may** also include plans to secure time on the agenda of decision-making bodies to provide presentations on the needs of the identified population and propose strategies and recommendations to address needs.

Contractor may meet with the same representatives more than once in a contract year, and are encouraged to meet more than once a year, but only one meeting will be counted towards the 2 meetings per year requirement.
 - c. A meeting briefing document **shall** be provided to the MHSOAC no later than 30 days after completion of the meeting and shall include:
 - i. Date, time, location of the meeting.
 - ii. A list of meeting attendees.
 - iii. Summary of the discussion, including action items developed as a result of the meeting.
2. Deliverable 2: Training and Education
- a. Contractor **shall** complete 4 trainings per year (quarterly) to county and mental health providers and their staff to support provision of linguistically and culturally appropriate mental health care. Trainings shall address the cultural values and beliefs of the identified immigrant or refugee population to support individual and family engagement and increase the capacity of service providers to respond to the growing cultural diversity of their communities. Training topics **may** include:
 - i. Understanding of traditional beliefs and values, language proficiency, reasons for immigration and migration and how those experiences may affect an individual's ability to or need for seeking services.
 - ii. How attitudes, including fear and distrust, toward mental health care providers can impact service delivery.

- iii. How different cultures define mental health care within their communities including the causes of, symptom expression, alternative healing practices, stigma, and family practices.
 - b. A briefing document **shall** be provided to the MHSOAC no later than 30 days after completion of the training and shall include:
 - i. The target audience of the training.
 - ii. A copy of the sign-in sheet.
 - iii. A copy of the training module/curriculum.
 - iv. Comments and feedback collected from post-training survey.
 - v. Lessons learned and reflections on areas of focus or improvement for future training activities.
- 3. Deliverable 3: Outreach and Engagement
 - a. Contractor **shall** conduct 2 roundtables per year (every 6 months).
 - b. Roundtables **shall** be designed to foster collaboration between immigrant and refugee serving organizations in the county and community including, but not limited to, those representing education, child welfare, employment, healthcare, legal, immigration, and housing services and supports.

Roundtables **shall** be open, public meetings with a focus on identifying the needs of immigrant and refugee populations and developing strategies to address needs through collaboration and strategic partnerships, outreach, and allocation of resources to ensure immigrant and refugee needs are integrated into the development of programs and services at the county level.

Contractor **shall** provide reasonable translation services and utilize an independent notetaker for the development of a complete meeting summary to be provided directly to the MHSOAC.
 - c. The meeting summary report **shall** be provided to the MHSOAC no later than 30 days after completion of the roundtable and **shall** include:
 - i. The list of community and county partners and organizations that Contractor contacted as part of the outreach effort to secure attendance and participation at the roundtable.
 - ii. A list of attendees and sign-in sheets.
 - iii. The summary as completed by the notetaker, with recommendations for local and state level policy.
- 4. Deliverable 4: Quarterly Status Report
 - a. The report **shall** contain the following information:
 - i. Summary of activities that occurred within the reporting period.

- ii. A statement on whether or not contract activities are on schedule (completed/not completed).
- iii. If not on schedule, provide the reason(s) for not being on schedule and the corrective action, if any, to address the delay.
- iv. Based on the report and other additional information provided, the MHSOAC may choose one of the following options:
 1. Approve the report and invoice.
 2. Approve the report, request additional information (including meetings) to assist in the corrective action, and approve the invoice.
 3. Request additional information before the report and invoice are approved.
- v. The MHSOAC reserves the right to withhold or modify the invoice amount for incomplete activities.

V. WORKPLAN AND COST

A. WORKPLAN

The Proposer must respond to the requirement by completing **ATTACHMENT 7, Workplan**.

The following requirements must be addressed in the Workplan:

1. Proposer's plan for Local-Level Advocacy
 - a. Advocacy is a key component to ensuring effective and necessary improvements in policy, program, and service delivery. Proposals shall include a strategy plan to target opportunities and activities at the county and community level and may include interaction with county mental health departments, Boards of Supervisors, community-based organizations and other local entities. Advocacy activities shall be designed to support the development or expansion of county level mental health programs for immigrant and refugee populations, explore use of PEI and/or Innovation funds to establish new programs and services, and to support increased participation of immigrant and refugee community members in the Community Program Planning (CPP) Process.
 - b. The Plan shall also include:
 - i. Explanation of how it will accomplish the goal and objectives of this RFP.
 - ii. Measurement that will be used to determine the success of meeting the goal and objectives.
 - iii. Metrics that will be gathered with the plan.

- iv. Schedule of when local-level advocacy activities will take place.
2. Proposer's plan for Training and Education
 - a. Training and education to counties and mental health service providers on culturally and linguistically appropriate services for the identified population is an essential component of this RFP. Cultural competence is defined as the ability of providers and organizations to effectively deliver mental health services that meet the social, cultural, and linguistic needs of individuals and families. Successful Proposers must outline a plan to deliver training to improve providers' knowledge, understanding, and skills to work with and provide services to culturally, linguistically, and socio-economically diverse identified immigrant and refugee populations. Training and education for counties and mental health providers shall be designed to increase awareness of the mental health needs of immigrant and refugee populations and focus on the skills and knowledge necessary to value diversity, understand and respond to cultural differences, and increase awareness of providers' and/or organization's cultural norms and practices.
 - b. The Plan shall also include:
 - i. Explanation of how it will accomplish the goal and objectives of this RFP.
 - ii. Measurement that will be used to determine the success of meeting the goal and objectives.
 - iii. Metrics that will be gathered with the plan.
 - iv. Schedule of when training activities will take place.
 3. Proposer's plan for Outreach and Engagement
 - a. Outreach and engagement efforts shall be done through the coordination and facilitation of county roundtables designed to connect decision makers, county mental health staff, providers, community partners and other entities serving immigrants and refugees. County roundtables shall be designed to encourage information sharing and collaboration among immigrant and refugee serving entities within the community. Roundtables shall provide a venue to promote discussion on the needs and challenges of immigrant and refugee communities, identify strategies to address needs, promote awareness of local services and supports, and support linkage to a variety of needed services and supports beyond mental health including housing, employment, education, language, and economic.
 - b. The Plan shall also include:
 - i. Explanation of how it will accomplish the goal and objectives of this RFP.

- ii. Measurement that will be used to determine the success of meeting the goal and objectives.
- iii. Metrics that will be gathered with the plan.
- iv. Schedule of when outreach activities will take place.

B. COST

This is a fixed price contract in which payments will be made quarterly to each contractor (one for Central, Superior, Bay Area, Southern, and Los Angeles regions). Payments will be released based on contractor meeting the activities in the Workplan. Payment milestones need to be identified, met, and approved before payments are approved during the contract term.

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

1. Year 1 - \$122,500 (quarterly payment = \$30,625)
2. Year 2 - \$130,000 (quarterly payment = \$32,500)
3. Year 3 - \$150,000 (quarterly payment = \$37,500)

Proposer must complete **ATTACHMENT 12, Payee Data Record**. In order to receive payment from the State, it is required that a Payee Data Record be completed, in lieu of an IRS W-9 or W-7. The information provided will be used to populate the check (warrant) when payments are made. In addition, the information is used for California state agencies to prepare Information Returns (Form1099).

VI. REFERENCES

The Proposer shall provide four (4) references as follows: two (2) references shall be from organizations for which the Proposer has worked with in providing local advocacy for the identified population (**ATTACHMENT 8A, References (Organization)**); and two (2) references will be from individuals from the identified population, who have received training and education, or outreach and engagement from the proposer related to mental health needs and are not a family member of a board member and/or employee of the Proposer, or employed by the Proposer (**ATTACHMENT 8B, References (Individual)**). All references shall be from activities performed within the last two (2) years.

The references provided must be able to attest to the Proposer's ability in meeting the desirable qualifications. The references will fill out Attachment 8A or 8B, sign the document and return to the Proposer to be submitted as part of the proposal.

VII. PROPOSAL SUBMISSION INSTRUCTIONS

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

A. REQUIRED DOCUMENTS

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

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

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

B. 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. Expensive bindings, 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.

An electronic copy of the Proposal on a USB drive must be submitted to MHSOAC with the physical copies. 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.

C. NUMBER OF COPIES

Proposers must submit:

1. One (1) complete original Proposal with all required Attachments.
2. Four (4) paper copies of the following Attachments, including all supporting documents:
 - a. Attachment 5: Minimum Qualifications
 - b. Attachment 6: Background Template
 - c. Attachment 7: Workplan Template
 - d. Attachment 8A: References (Organization)
 - e. Attachment 8B: References (Individual)
3. One (1) USB with a copy of the complete proposal.

The complete original Proposal must be marked “**MASTER.**” All documents contained in the original Proposal package must have wet signatures and must be signed by a person who is authorized to bind the proposing organization. All additional Proposal sets may contain photocopies of the original package. The complete original Proposal package, all required copies, and the electronic copy of the Proposal must be submitted together by the due date. If they are not submitted together by the due date the Proposal will be considered non-compliant.

D. PACKAGING AND LABELING

Proposals must be received by **April 5, 2019 no later than 2:00 p.m.**, as specified in Section I.B, Key Action Dates. Proposals must be in a sealed package and must be delivered either in person, by a postal service (United States Post Office, Federal Express, etc.), or by overnight delivery. Faxed and emailed Proposals will not be accepted. It is not sufficient to postmark Proposals by this date or to leave the Proposals at the MHSOAC without a MHSOAC staff member confirming delivery. This office is open 8:00 a.m. to 5:00 p.m., Monday-Friday except state holidays.

Please mail or deliver the Proposal to the address listed below. Include the following label information and deliver your Proposal in a sealed package:

Proposer's Name
Street Address
City, State, Zip Code

DO NOT OPEN
Immigrant and Refugee RFP
Angela Brand, Procurement Official
Mental Health Services Oversight and Accountability Commission
1325 J Street, Suite 1700, Sacramento, California 95814

Note: All Proposals must be submitted under sealed cover and received by MHSOAC Contracts Unit by the date and time shown above. ***Proposals received after this date and time will not be considered.***

VIII. LATE SUBMISSIONS

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

IX. SCORING PROCESS

This section explains how the Proposals will be scored.

A. PROPOSAL SCORING

Proposals will be separated for each designated region (Central, Superior, Bay Area, Southern, and Los Angeles), evaluated, scored, and ranked by designated region. Proposals will be evaluated and scored based on their response to the information requested in this RFP. Evaluation will be conducted based on consensus scoring of the Evaluation Panel. The entire procurement process from issuance of the RFP, to the receipt of proposals, and scoring of the proposals until completion of the competitive process is confidential. The competitive process is deemed completed upon issuance of the Notice of Intent to Award. All Proposals and the final evaluation and scoring sheet will be considered public documents upon issuance of the Notice of Intent to Award.

Proposals will be evaluated as follows:

Administrative Review

Each Proposal will first be checked by the MHSOAC for the presence of all required documents as listed in **Section VII.A**. This review will be scored on a pass/fail basis. Those Proposals that pass the Administrative Review move on to the Technical Review. Those Proposals that do not meet the requirements of Administrative Review will be deemed non-compliant and will not be eligible to receive an award.

Technical Review

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

- Background (Attachment 6)
- Workplan (Attachment 7)
- References (Attachment 8A and 8B)

Interviews (Optional)

Interviews, if needed, will be conducted with the top 2 highest scoring proposals per designated region based on the Total Technical Evaluation Score of each designated region. Interviews will be used to validate the information in the proposal as another means to provide assurance to the MHSOAC that the Proposer has the capability and capacity to perform the work required by the RFP. The interview questions will be provided when Proposers are invited to the interview process. Note, please refer to Section I.B. Key Action Dates for the proposed interview dates

Total Points Available:

No.	Requirement	Points Available
1	Administrative Review	Pass/Fail
2	Background Review*	Pass/Fail 390
3	Workplan Review	210
4	References	200
5	Total Technical Evaluation Points	800
6	Interviews (the Top 2 Proposers per each designated region, based on Total Technical Points score, will move to the Interview portion of the evaluation)	200
7	Total Evaluation Points	1,000

* Background Review includes Pass/Fail and Scored requirements.

Evaluation Criteria

The following criteria will be used, where applicable:

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

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
BACKGROUND		
C.1.	Which specific immigrant and/or refugee populations do you work with?	Pass / Fail
C.2.	Describe what your organization does to advocate for the mental health and wellness needs of immigrants and/or refugees.	Pass / Fail
C.3.	What counties, regions, or areas of the State do you serve?	Pass / Fail

C.4.	How do you determine where service gaps may exist for the immigrants and/or refugees?	Pass / Fail																
C.5.	What are the specific outcomes you are working toward?	Pass / Fail																
C.6.	What do you measure to determine the success of your approach?	Pass / Fail																
C.7.	List the organizations that you collaborate with in working with the identified immigrant and refugee population.	30																
C.7.a.	<p>Provide organization name, contact name, contact phone, contact email (20 minimum to receive points). Organizations can only be listed once to receive points (no duplicates).</p> <p><i>Scoring criteria: Minimum 20 organizations needed to be awarded points. Proposers will receive 20 points for submitting 20 organizations. For each additional list of 5 organizations, proposers will receive an additional 2 points, up to a maximum of 10 additional points for a total of 30 points awarded for this requirement.</i></p> <p>Scoring table:</p> <table border="1" data-bbox="306 980 727 1486"> <thead> <tr> <th>No. of Contacts</th> <th>Points Awarded</th> </tr> </thead> <tbody> <tr> <td>0 - 19</td> <td>0</td> </tr> <tr> <td>20</td> <td>20</td> </tr> <tr> <td>25</td> <td>22</td> </tr> <tr> <td>30</td> <td>24</td> </tr> <tr> <td>35</td> <td>26</td> </tr> <tr> <td>40</td> <td>28</td> </tr> <tr> <td>45</td> <td>30</td> </tr> </tbody> </table> <p>Note – The list provided needs to be unique organizations. Only one contact per organization is allowed.</p>	No. of Contacts	Points Awarded	0 - 19	0	20	20	25	22	30	24	35	26	40	28	45	30	
No. of Contacts	Points Awarded																	
0 - 19	0																	
20	20																	
25	22																	
30	24																	
35	26																	
40	28																	
45	30																	
C.8.	How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services?	Pass / Fail																
C.8.a.	<p>How did you determine this number? Provide support.</p> <p><i>Scoring Criteria: Clarity, Reasonableness</i></p>	40																

	<i>(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)</i>	
C.9	How long has your organization been in existence?	Pass / Fail
C.9.a.	Provide Support. <i>Scoring Criteria: Clarity, Reasonableness</i> <i>(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)</i>	40
C.10.	How many staff do you have? This does not include volunteers or contractors.	Pass / Fail
C.10.a.	Provide Support. <i>Scoring Criteria: Clarity, Reasonableness</i> <i>(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)</i>	40
C.11.	How many Board members do you have?	Pass/Fail
C.11.a.	Provide support <i>Scoring Criteria: Clarity, Reasonableness</i> <i>(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each)</i>	10
C.12.	How many staff speak the language of the identified population(s)?	Pass / Fail
C.12.a.	List the staff and the languages they speak. <i>Scoring Criteria: Clarity, Reasonableness</i> <i>(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)</i>	40
C.13.	How many staff are immigrants and/or refugees?	Pass / Fail
C.13.a.	List the staff who are an immigrant and/or refugee. <i>Scoring Criteria: Clarity, Reasonableness</i>	40

	<i>(Max 40 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 4 to award max points)</i>	
C.14.	How many Board members are immigrants and/or refugees?	Pass/Fail
C.14.a.	<p>List the Board members who are an immigrant and/or refugee.</p> <p><i>Scoring Criteria: Clarity, Reasonableness</i></p> <p><i>(Max 10 points available. Calculated: Clarity and Reasonableness are worth 5 points each)</i></p>	10
Direct Engagement with the identified population		
1.	<p>Direct contact with identified population.</p> <p>Proposer who has the highest ratio of direct contacts (C.8.) with the immigrant and refugee population compared to total staff (C.10.) will receive 40 points. All other Proposers will receive a percent of the 40 points based on their ratio number divided by the ratio number of the highest Proposer (who received the 40 points).</p> <p>Ratio calculation is: Number of contacts / Total staff.</p> <p>Ratio to allocate the 40 points is: Proposer's ratio number / the highest ratio number calculated from all proposers.</p> <p>(Example: Proposer A has 5 staff and has documented 100 direct contacts with immigrants and refugees in the past year. Proposer B has 4 staff and has document 120 direct contracts with immigrants and refugees in the past year. Proposer A ratio calculation is $100/5 = 20$. Proposer B calculation is $120/4 = 30$. Proposer B would receive the full 40 points, as a ratio of 30 is greater than a ratio of 20. Proposer A would receive a ratio of the points as follows: $20/30 \times 40$ points = 26.67)</p>	40
2.	<p>Speaks the language of the identified population.</p> <p>Points will be awarded based on the ratio of staff who speak the language of the identified population (C.12.) compared to the total staff (C.10.) multiplied by the points available (40).</p> <p>Calculation: Number staff who speak the identified population language / Number of Staff x 40 points</p> <p>(Example: Proposer A has 5 staff. 4 of them speak the language of the identified population that they serve. Proposer A would be awarded the following points: $4 / 5 \times 40$ points = 32 points)</p>	40

3.	<p>Staff experience as an immigrant and/or refugee.</p> <p>Points will be awarded based on the ratio of staff who are immigrants and/or refugees (C.13.) compared to the total staff (C.10.) multiplied by the points available (40).</p> <p>Calculation: Number of staff who are immigrants and/or refugee / Number of staff x 40 points</p> <p>(Example: Proposer A has 5 staff. 3 of them are immigrants and/or refugees. Proposer A would be awarded the following points: $3 / 5 \times 40$ points = 24 points)</p>	40
4.	<p>Board member experience as an immigrant and/or refugee.</p> <p>Points will be awarded based on the ratio of Board members who are immigrants and/or refugees (C.14.) compared to the total Board members (C.11.) multiplied by the points available (20).</p> <p>Calculation: Number of Board members who are immigrants and/or refugee / Number of Board members x 20 points</p> <p>(Example: Proposer A has 10 Board members. 4 of them are immigrants and/or refugees. Proposer A would be awarded the following points: $4 / 10 \times 20$ points = 8 points)</p>	20
WORKPLAN		
A.1.a.	<p>Proposer’s plan for Local-Level Advocacy</p> <p><i>Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP and MHSOAC values. Each criteria is worth 5 points each.</i></p>	20
A.1.b.i.	<p>Explanation of how it will accomplish the goal and objectives of this RFP.</p> <p><i>Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed Alignment with the goal and objectives of this RFP and MHSOAC values. Each criteria is worth 5 points each.</i></p>	20
A.1.b.ii.	<p>Measurement that will be used to determine the success of meeting the goal and objectives.</p> <p><i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i></p>	10

A.1.b.iii.	<p>Metrics that will be gathered with the plan.</p> <p><i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i></p>	10
A.1.b.iv.	<p>Schedule of when local-level advocacy activities will take place.</p> <p><i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i></p>	10
A.2.a.	<p>Proposer’s plan for Training and Education</p> <p><i>Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP and MHSOAC values. Each criteria is worth 5 points each.</i></p>	20
A.2.b.i.	<p>Explanation of how it will accomplish the goal and objectives of this RFP.</p> <p><i>Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP and MHSOAC values. Each criteria is worth 5 points each.</i></p>	20
A.2.b.ii.	<p>Measurement that will be used to determine the success of meeting the goal and objectives.</p> <p><i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i></p>	10
A.2.b.iii.	<p>Metrics that will be gathered with the plan.</p> <p><i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i></p>	10
A.2.b.iv.	<p>Schedule of when training activities will take place.</p> <p><i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i></p>	10
A.3.a.	<p>Proposer’s plan for Outreach and Engagement</p> <p><i>Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP and MHSOAC values. Each criteria is worth 5 points each.</i></p>	20
A.3.b.i.	<p>Explanation of how it will accomplish the goal and objectives of this RFP.</p>	20

	<i>Scoring Criteria: Clarity, Reasonableness, Alignment with current functions being performed, Alignment with the goal and objectives of this RFP and MHSOAC values. Each criteria is worth 5 points each.</i>	
A.3.b.ii.	Measurement that will be used to determine the success of meeting the goal and objectives. <i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i>	10
A.3.b.iii.	Metrics that will be gathered with the plan. <i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i>	10
A.3.c.iv.	Schedule of when outreach activities will take place. <i>Scoring Criteria: Clarity, Reasonableness. Each criteria is worth 5 points each.</i>	10
REFERENCES		
1	Reference 1 (Organization) <i>(Max 50 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 2 to award max points)</i>	50
2	Reference 2 (Organization) <i>(Max 50 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 2 to award max points)</i>	50
3	Reference 3 (Individual) <i>(Max 50 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 2 to award max points)</i>	50
4	Reference 4 (Individual) <i>(Max 50 points available. Calculated: Reference may score up to 25 points (5 categories at 5 points max for each). Reference score will be multiplied by 2 to award max points)</i>	50
TOTAL TECHNICAL POINTS		800

INTERVIEW		
1	The top 2 proposers per designated region, based on Total Technical Points, will move to the interview portion of the scoring.	200
TOTAL EVALUATION POINTS		1000

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

B. COMMERCIALY USEFUL FUNCTION

Commercially Useful Function (Government Code 14837)

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

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

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

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

Bidder CUF Requirements

In responding to this solicitation, you are confirming that, under California Code of Regulations 1896.1, your business provides goods and or services that meet the definition of "commercially useful function." All Bidders are required to provide CUF documentation using the attached State's Bidder Declaration Form GSPD-05-105 (**ATTACHMENT 9, Bidder Declaration**). When completing the declaration, Bidders must identify all subcontractors proposed for participation in the Contract. Any Bidder awarded a Contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

C. AWARD PROCEDURES

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

Prior to awarding the contract, a Notice of Intent to Award will be posted in the lobby of the MHSOAC office building located at 1325 J Street, 1st Floor, Sacramento, CA 95814 and on MHSOAC's website (www.mhsoac.ca.gov) for a period of no less than five (5) working days.

X. ADMINISTRATION

A. COST OF DEVELOPING PROPOSAL

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

B. CONFIDENTIAL INFORMATION

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

C. 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 11, Darfur Contracting Act Certification**).

A scrutinized company may still, however, submit a bid or Proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See option #2 on **ATTACHMENT 11, Darfur Contracting Act Certification**).

D. RFP CANCELLATION AND AMENDMENTS

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

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

If the RFP is amended, the MHSOAC will send an addendum to all parties who requested the RFP and will post it on the MHSOAC's website at www.mhsoac.ca.gov.

E. ERRORS IN THE RFP

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

F. 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.

G. IMMATERIAL DEFECT

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

H. DISPOSITION OF PROPOSALS

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

I. 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.

J. REJECTION OF PROPOSAL

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

K. PROTEST PROCEDURES

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

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

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

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

Proposer Name
Street Address
City, State, Zip Code

INTENT TO PROTEST
RFP NUMBER
Immigrant and Refugee RFP
Angela Brand, Procurement Official
Mental Health Services Oversight and Accountability Commission
1325 J Street, Suite 1700, Sacramento, California 95814

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

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

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

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

L. AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by the MHSOAC and the Contractor after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, upon five (5) days written notice to the Contractor, the MHSOAC reserves the right to terminate the agreement. All performance under the agreement shall be completed on or before the termination date of the agreement. The current term of the agreement is 36 months. The MHSOAC reserves the right to negotiate minor provisions of the contract. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

M. 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 12, Payee Data Record (Std 204), is required to receive a payment from the State of California and is completed in lieu of an IRS W-9 or W-7. The information provided is used to populate the check (warrant) when payments are made. In addition, the information is used for California state agencies to prepare Information Returns (Form1099).

ATTACHMENT 13, Sample Contract, provides an example of the resulting contract that will be awarded to the top 4 proposals. Nothing is required to be done at this time in responding to the RFP:

EXHIBIT A – Scope of Work, includes the scope of work to be performed under this contract, 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.

EXHIBIT D – Special Terms and Conditions are the rules specific to the MHSOAC for this contract and covers areas not addressed in the General Terms and Conditions.

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

ATTACHMENT 1: Required Attachments Checklist

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

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

ATTACHMENT 2: Intent to Bid

Angela Brand
Mental Health Oversight and Accountability Commission
1325 J Street, Suite 1700
Sacramento, CA 95814

Reference: Immigrants and Refugees RFP Stakeholder I-R_001

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

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

Name (Signature)

Date

Name and Title (Print)

Telephone

Company Name

Email

ATTACHMENT 3: Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and return along with all the "required attachments" as an entire package with **wet signatures** by a representative authorized to bind the organization. **Facsimiles and signature stamps will be deemed non-compliant.**

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.

Company Name	Telephone Number
Address	Fax Number
Contact Name	Title
Authorized Signature	Date

ATTACHMENT 4: Secretary of the State Registration

Proposer must provide evidence of registration with the Secretary of the State to do business in California. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the Secretary Of State Business Certification program.

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

ATTACHMENT 5: Minimum Qualifications

Minimum Qualifications

Qualification	Yes/No	Documentation Provided:
1. Have been in existence for at least two years in providing direct outreach and engagement to the identified population;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Have experience and capacity to engage the identified immigrant and refugee population;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Is a non-profit organization, registered to do business in California;	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Have staff that have been employed by the organization for at least one year.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

ATTACHMENT 6: Background

III PROPOSER QUALIFICATIONS		
C.	Proposer Background:	
	Provide responses to the following:	
	1.	Which specific immigrant and/or refugee populations do you work with?
	2.	Describe what your organization does to advocate for the mental health and wellness needs of immigrants and/or refugees.
	3.	What counties, regions, or areas of the State do you serve?
	4.	How do you determine where service gaps may exist for the immigrants and/or refugees?
	5.	What are the specific outcomes you are working toward?
	6.	What do you measure to determine the success of your approach?
	7.	List the organizations that you collaborate with in working with the identified immigrant and refugee population.
a.	Provide organization name, contact name, contact phone, contact email (20 minimum)	

		<i>Organization Name</i>	<i>Contact Name (First and Last)</i>	<i>Contact Phone #</i>	<i>Contact Email</i>
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8.	How many immigrants or refugees do you come into direct contact with annually when providing advocacy, training and education, outreach and engagement services?				
	a.	How did you determine this number? Provide support.			
9.	How long has your organization been in existence?				
	a.	Provide support			
10.	How many staff do you have? This does not include volunteers or contractors.				

		a.	Provide support																											
	11.	How many Board members do you have?																												
		a.	Provide support																											
	12.	How many staff speak the language of the identified population(s)?																												
		a.	<p>List the staff and the languages they speak.</p> <p>(Add lines to the table as necessary)</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="width: 10%;">No.</th> <th style="width: 50%;">Name</th> <th style="width: 40%;">Languages Spoken</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> </tbody> </table>	No.	Name	Languages Spoken	1			2			3			4			5			6			7			8		
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<p>13. How many staff are immigrants and/or refugees?</p>																																						
<p>a. List the staff who are an immigrant and/or refugee. (Add lines to the table as necessary)</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="text-align: center;">No.</th> <th style="text-align: center;">Name</th> <th style="text-align: center;">Country of Origin</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td></td><td></td></tr> <tr><td style="text-align: center;">2</td><td></td><td></td></tr> <tr><td style="text-align: center;">3</td><td></td><td></td></tr> <tr><td style="text-align: center;">4</td><td></td><td></td></tr> <tr><td style="text-align: center;">5</td><td></td><td></td></tr> <tr><td style="text-align: center;">6</td><td></td><td></td></tr> <tr><td style="text-align: center;">7</td><td></td><td></td></tr> <tr><td style="text-align: center;">8</td><td></td><td></td></tr> <tr><td style="text-align: center;">9</td><td></td><td></td></tr> <tr><td style="text-align: center;">10</td><td></td><td></td></tr> </tbody> </table>						No.	Name	Country of Origin	1			2			3			4			5			6			7			8			9			10		
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	14.	How many Board members are immigrants and/or refugees?																																	
	a.	List the Board members who are an immigrant and/or refugee (Add lines to the table as necessary)																																	
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ATTACHMENT 7: Workplan

V. WORKPLAN AND COST																											
A	Workplan:																										
	The following requirements need to be addressed in the Workplan:																										
	1.	a.	Proposer’s plan for Local-Level Advocacy.																								
		b.	The Plan shall also include:																								
		i.	Explanation of how it will accomplish the goal and objectives of this RFP.																								
		ii.	Measurement that will be used to determine the success of meeting the goal and objectives.																								
	iii.	Metrics that will be gathered with the plan.																									
	iv.	Schedule of when local-level advocacy activities will take place. (State the month when each activity will be completed for each year)																									
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	2.	a.	Proposer’s plan for Training and Education.																				
		b.	The Plan shall also include:																				
		i.	Explanation of how it will accomplish the goal and objectives of this RFP.																				
		ii.	Measurement that will be used to determine the success of meeting the goal and objectives.																				
		iii.	Metrics that will be gathered with the plan.																				
	iv.	<p>Schedule of when training activities will take place.</p> <p>(State the month when each activity will be completed for each year)</p> <table border="1" style="margin-left: 20px; border-collapse: collapse; width: 100%;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="width: 30%;">Deliverable 2</th> <th style="width: 15%;">Year 1</th> <th style="width: 15%;">Year 2</th> <th style="width: 15%;">Year 3</th> </tr> </thead> <tbody> <tr> <td>Training 1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Training 2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Training 3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Training 4</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Deliverable 2	Year 1	Year 2	Year 3	Training 1				Training 2				Training 3				Training 4			
Deliverable 2	Year 1	Year 2	Year 3																				
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	3.	a.	Proposer’s plan for Outreach and Engagement											
		b.	The Plan shall also include:											
		i.	Explanation of how it will accomplish the goal and objectives of this RFP.											
		ii.	Measurement that will be used to determine the success of meeting the goal and objectives.											
		iii.	Metrics that will be gathered with the plan.											
		iv.	<p>Schedule of when outreach activities will take place.</p> <p>(State the month when each activity will be completed for each year)</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="background-color: #d9e1f2;">Deliverable 3</th> <th style="background-color: #d9e1f2;">Year 1</th> <th style="background-color: #d9e1f2;">Year 2</th> <th style="background-color: #d9e1f2;">Year 3</th> </tr> </thead> <tbody> <tr> <td style="background-color: #d9e1f2;">Outreach 1</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="background-color: #d9e1f2;">Outreach 2</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Deliverable 3	Year 1	Year 2	Year 3	Outreach 1				Outreach 2		
Deliverable 3	Year 1	Year 2	Year 3											
Outreach 1														
Outreach 2														

ATTACHMENT 8A: References (Organization)

Reference for _____

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

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

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

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

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

Rater's Signature: _____

Date: _____

ATTACHMENT 8B: References (Individual)

Reference for _____

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

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

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

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

Category	Comments Provide a comment for a 1 or 5 rating	Rating <i>(Circle One)</i>
1. Did staff understand your issues/needs?		1 2 3 4 5
2. Did staff speak to you in your native language?		1 2 3 4 5
3. Did staff appear to have experience as an immigrant and/or refugee?		1 2 3 4 5
4. Did staff successfully assist you?		1 2 3 4 5
5. Did you trust the staff?		1 2 3 4 5

Rater's Signature: _____

Date: _____

ATTACHMENT 9: Bidder Declaration (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

ATTACHMENT 10: 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

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, 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 be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the 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 the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

ATTACHMENT 11: 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.

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

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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 12: 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 13: Sample Contract

EXHIBIT A – Scope of Work

A. GENERAL

The scope of work for this contract is contained in the proposal submitted by Contractor in response to RFP Stakeholder I-R_001 and is incorporated by reference and made part of this contract as if attached hereto.

B. 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: 1325 J Street, Suite 1700, Sacramento, CA 95814	Address:
Phone:	Phone:
Fax: (916) 445-4927	Fax:
E-Mail:	E-Mail:

C. 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.

D. 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.

E. 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.

F. AMENDMENTS

This agreement may be amended as necessary for project completion.

EXHIBIT B – Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered (i.e., upon receipt and approval of agreed upon deliverables), and upon receipt and approval of the invoices, the MHSOAC agrees to compensate the Contractor in accordance with the rates specified in this contract.
- B. Invoices shall include the Contract Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

MHSOAC
Attention: Accounting Office
1325 J Street, Suite 1700
Sacramento, CA, 95814

2. Budget Contingency Clause

- A. 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.
- B. 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.
- C. If this Contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress 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.
- D. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.

3. Cost

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

4. 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 *(GTC 610)*

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall

be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D – Special Terms and Conditions (AC 1216)

1. **SUBCONTRACTS**: Except for subcontracts identified in the Proposal in accordance with the Request for Proposal, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.
2. **PUBLICATIONS AND REPORTS**:
 - a. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
 - b. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).
3. **PROGRESS REPORTS**: Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
4. **PRESENTATION**: Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.
5. **MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION STAFF**: Mental Health Services Oversight and Accountability Commission staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, Mental Health Services Oversight and Accountability Commission staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
6. **CONFIDENTIALITY OF DATA AND DOCUMENTS**:

- a. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- b. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- c. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Mental Health Services Oversight and Accountability Commission staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
- d. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- e. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- f. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Mental Health Services Oversight and Accountability Commission (MH SOAC), but does not necessarily represent the views of the MH SOAC or any of its employees except to the extent, if any, that it has formally been approved by the MH SOAC. For information regarding any such action, communicate directly with the MH SOAC at 1325 J Street, Suite 1700, Sacramento, CA 95814. Neither the MH SOAC nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- a. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design

or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- b. “Generated data” is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. “Deliverable data” is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
 - e. Contractor shall use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.
8. APPROVAL OF PRODUCT: Unless otherwise specified in Exhibit A, each product to be approved under this Contract shall be approved by the Contract Manager. The State’s determination as to satisfactory work shall be final absent fraud or mistake.
 9. SUBSTITUTIONS: Contractor’s key personnel as indicated in its Proposal may not be substituted without Contract Manager’s prior written approval.
 10. NOTICE: Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address listed in Exhibit A for each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.
 11. WAIVER: No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance

by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.

12. GRATUITIES AND CONTINGENCY FEES: The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. WORKERS' COMPENSATION: Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.
14. CONTRACT IS COMPLETE: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.
15. CAPTIONS: The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
16. PUBLIC HEARINGS: If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed

budget. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

17. **FORCE MAJEURE**: Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.
18. **PERMITS AND LICENSES**: The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications of this Contract and any such law above referred to, then the Contractor shall immediately notify the State in writing.

19. **LITIGATION**: The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.
20. **DISPUTES**: Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the MHSOAC's Executive Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Executive Director of the MHSOAC shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Executive Director, or his/her designee, shall meet with the Contractor and Project Manager for

the purposes of resolving the dispute. The decision of the Executive Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Executive Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract 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.

21. EVALUATION OF CONTRACTOR'S PERFORMANCE: The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

22. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- a. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- b. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

23. INSPECTION AND ENFORCEMENT:

- a. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
- b. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the MHSOAC in writing.
- c. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.
- d. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory

practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

24. USE OF STATE FUNDS: Contractor, including its officers and members, shall not use funds received from the MHSOAC pursuant to this contract to support or pay for costs or expenses related to the following:

- a. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- b. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any activities specified in this Contract that are intended to inform, educate, and support advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the Mental Health Services Act.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

ATTACHMENT 14: Questions Template

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

Immigrants and Refugees RFP		
	RPA Section Reference	Question
1		
2		
3		
4		
5		
6		
7		
8		

APPENDIX 1: Community Engagement

Background:

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

Community Engagement:

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

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

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

Through these community engagement efforts, participants identified a range of complex challenges addressing barriers to the utilization of mental health services that included issues of cultural competency, availability of appropriate services, linkage and navigation supports, limited resources for community-based service providers, fear of deportation and detainment, and

distrust of western medical providers and state and county government agencies. The list of identified needs, barriers and challenges is provided below.

Identified Areas of Need

- Increase access to culturally responsive, linguistically strengths-based mental health outreach
- Access to linguistically competent and evidence-based programming
- Education, preventive counseling, and treatment services
- Build individual, community and organizational capacity, knowledge, and skills that contribute to the prevention of mental health disorders
- Decrease stigma and discrimination toward individuals experiencing mental health issues
- Prevent mental illness from becoming severe and disabling
- Improve timely access to related information, services and supports
- Increase collaboration with community stakeholders and organizations
- Lack of clinical capacity to serve population that are primary or secondary survivors of torture
- Family-based trauma-focused therapy
- Mental health integration in education, medical, and legal settings
- Transportation
- Housing
- Employment
- Lack of financial support
- Change in the family status
- Adjustment to the new role in the new country
- Challenges with children and the new culture
- Limited English proficiency
- System navigation (education, legal, medical)
- Acculturation
- Immigration concerns
- Trauma-informed services in native language/dialect for those not meeting SMI criteria, yet are suffering from depression, anxiety, and post-traumatic stress
- Treatment to those impacted by IPV (domestic violence) and by addictions
- Availability of psychiatry; MHSA programs for ethnic communities is limited
- Ongoing fears of deportation in the current climate. These anxieties are exacerbating already ongoing symptoms and/or relationship difficulties in families
- Fear of providing personal data in exchange for mental health services
- Stigma in discussing, or accessing services for, mental health

- Lack of awareness, access, and resources directed specifically to ethnic serving organizations
- Depression, PTSD, Anxiety, Adjustment Disorder, social isolation, inter-generational conflict, marital and/or interpersonal discord, bipolar disorder, and schizophrenia, co-occurring substance use disorder with mental health
- Community education workshops such as introduction to counseling, anti-bullying workshops and communicating with teens for parents
- Trauma, Depression due to Separation and PTSD
- Some of the most pressing mental health needs for the youth
- Policies and procedures that ensure that mental health facilities are safe spaces for immigrants and that federal immigration enforcement is not able to use either the physical locations or the data collected for enforcement purposes
- Outreach and community education regarding the availability of mental health services and steps taken to ensure safe spaces
- Coverage for mental health care for immigrants who are not eligible for Medi-Cal

Barriers/challenges to seeking mental health services/supports

- Awareness of available services
- Individuals do not know how to access services
- Fear; disclosure or signing up for services will connect with Homeland Security/ICE
- Distrust of traditional western methods/practices; Skeptic of western services and western medication
- Clinical nature of seeking services; diagnosis based
- Stigma – judgement by community/culture
- Cultural competency not inclusive of all intricacies of culture
- Lack of “safe spaces”
- Lack of trained providers
- Word of mouth within community; highlight a bad provider, office space, language barriers, etc.
- Transportation
- Economic situation
- Lack of insurance
- Mental health is not the priority-it is housing, food, shelter; fear of medication; alternatively, MH care seen as a privilege
- Medical record and diagnosis as a barrier to receive other services and supports through immigration process
- Perception
- Clients express things symptomatically and don’t know how to use words to find care
- Legal status and fear of repercussion/deportation

- Hierarchy of need; in need of urgent things like food stamps, etc.
- Current administration and laws keeping individuals and families on high alert
- Lack of language supports
- Services aren't close to where individuals and families reside; Some have the option to take one bus to get to a service later in the day—then not having a way home
- Hours of operation are not flexible; agriculture workers, those with multiple jobs, family needs, etc. - hard to get to services during limited open hours
- Childcare
- Need someone comfortable to explain the services and needs to them
- Foreign idea of one on one with a person by yourself
- Clarification: they are not seeking individual therapy
- Afghans—group therapy is a bridge to seeking services vs going by yourself
- The time it takes to get to service: wait times, paperwork, already time to leave
- Interpreters do not interpret correctly and lead to incorrect service
- Lack of knowledge on what mental illness is, specific mental illnesses (bipolar, panic attack, etc.)
- Rights and dignity
- Varied options for a provider; therapist or more traditional healer
- Expressed understanding of cultural norms
- Women speaking with men; violation of cultural practices/norms, i.e. Afghan women held up not wanting to work with male therapist
- Confiding in service providers who are commonly strangers and/or not from their country of origin
- Trust of the system as a whole
- Lack of understanding of cultural healing practices; i.e.: cupping—seen as abuse
- Current political climate—detention, fear of being caught; Accessing anything that is attached to government

Barriers/challenges to receiving mental health services/supports

- Language use of terminology/medical
- Lack of available safe/welcoming spaces; guards onsite/office staff/ office environments can be intimidating or are not welcoming
- Provides lacking ability to provide trauma-informed care
- Restricted to certain care options because of limited definition/criteria to receive additional services; private pay as offering more options
- Financial impact of receiving services
- Paperwork/intake process is overwhelming
- Too much “red tape”

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

Areas of need that could be addressed through training and education

- Protection advocacy/legal service to help families navigate system
- Basic understanding of the legal process and rules; basic accommodation requests, information
- Disability/mental health information
- Non-traditional methods/ trainings on topics including spiritual/cultural practices, religious, non-western, “unorthodox” methods
- Information and/or supports for families with children and youth to inform family of assessment policies and practices, advocacy and awareness of rights and options to secure needed services

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

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

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

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

- More awareness of all programs and services that are available regardless of parents with immigrant/refugee status
- Public Charge
- Advocacy and education around blended/braided funding that is traditionally siloed will be beneficial for mental health contractors to provide the needed care for clients
- SB 1125, SB 906
- Sanctuary cities; guidance and training on development of safe spaces and sanctuary clinics
- Clients should not have to worry about losing food, shelter
- How can community support the kids/families that are being separated?
- Encourage partnering/collaboration of agencies providing wraparound services (mental and physical health, legal, education, etc.)
- Minimize burden of tracking and culminating required documents for purposes of evaluation
- Support ECBOs and community based orgs., not county and national organizations that do not have roots to the community/culture that they claim to serve

- Continue advocacy in cultural healing and art
- Relationship between funding and diagnosis
- Not enough awareness or support for migrant communities who have rights regardless of legal status
- Certification for mental health for workers that deal with clients (interpreters, case workers)
- Collaboration with agencies and partnerships
- Each county is interpreting federal laws on their own
- Counties will have different experiences for clients
- “Asylees” “pending asylees”
- Refugees as an identity will remove their lives before becoming refugee “newcomers”
- Family resource centers at schools
- Important to have these resources centers available that will be a funnel to the larger organizations/agencies
- Have navigator in these one-stop shops
- Very difficult to find space to provide activities and programs when lack of funding
- Helpful to have social workers at the organizations/Clinicians on site
- Structure of funding
- Finding a partner that reflects the makeup of community with the multiple needs and status of the community