

**REQUEST FOR PROPOSAL (RFP) Notice to Prospective Bidders  
RFP MHSOAC-12-007 Early Intervention Evaluation**

**March 23, 2012**

You are invited to review and respond to this Request for Proposal (RFP), for Early Intervention Evaluation, entitled RFP MHSOAC-12-007. The California Mental Health Services Oversight and Accountability Commission (MHSOAC) is seeking a contractor to evaluate the Mental Health Services Act (MHSA) early intervention programs. In submitting a proposal, a proposer must comply with the instructions found herein.

For this RFP, the MHSOAC is requesting proposals for a contractor (Evaluator) to address the Deliverables, Objectives and Scope of Work described herein. The proposer must provide straightforward and concise descriptions of a work plan and all required information to satisfy the requirements of this RFP.

All agreements entered into with the State will include by reference General Terms and Conditions (DTC) and Contract Certification Clauses (CCC) that may be viewed and downloaded at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. A hard copy of each of these documents is included in the RFP as Attachment 13 and 15.

Proposers are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of proposals cannot be overemphasized. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum. In the opinion of MHSOAC, this RFP is complete and without need of explanation. All questions and submission of proposal must be directed to the RFP Contract Manager below and submitted through BidSync:

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RFP MHSOAC-12-007

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## **A) PURPOSE AND DESCRIPTION OF SERVICES**

The purpose of this evaluation effort by the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission) is to conduct an evaluation of Mental Health Services Act (MHSA) early intervention programs. This evaluation represents one step in a multi-phased approach to continuous evaluation of the MHSA focused on accountability and quality improvement, guided by MHSA values and principles.

This evaluation will provide information to Policy makers and the public to further their understanding about the use and impact of PEI funds for early intervention for individuals with and at risk of serious mental illness and their families. The evaluation will also provide information for mental health consumers, their families, and service providers, including identifying effective practices to improve early intervention services.

The Proposer should assume that any available relevant information for the analysis of outcomes of early intervention programs is at the county, provider, and/or client/family level and not expect to rely on any statewide data. In order to evaluate outcomes of early intervention programs, it might be necessary for the Proposer to design, strategically develop, and collect and analyze data, in close collaboration with counties. Success will require the Proposer to work collaboratively with participating counties to determine roles and responsibilities for development of and/or access to data.

The MHSOAC seeks proposals for a Scope of Work to address Deliverables described herein. While collaborative proposals including subcontracts are acceptable and even encouraged to provide the relevant range of evaluation expertise and/or capacity, the proposal must be submitted by a lead or prime contractor, hereinafter called "Proposer."

## **B) MINIMUM AND DESIRED QUALIFICATIONS FOR PROPOSERS**

Proposer's Federal Employer Identification Number (FEIN) and evidence that Proposer is registered with the California Secretary of State (SOS) to do business in California is required. If the Proposer is a sole proprietorship, or partnership, or corporation the bidder shall submit a copy of its current active status with the SOS Business Certification program. The document shall be named Attachment 11 and submitted within Envelope No. 1 of the bidder's proposal package.

Note: An organization must be registered with California's SOS if it is a corporation that will be doing business in CA. The registration can be pending at time of bid submission, but must be complete by the time of contract award.

Each of the minimum qualifications below must be met by one or more individuals of the proposer.

### **1. Minimum Qualifications**

- a. Comparable experience in program evaluation, including experience evaluating public mental health systems

- b. Experience that demonstrates capability to manage a project of similar duration and funding
  - c. Comparable experience in advanced data management and data analysis
  - d. Demonstrated experience in setting up and working with diverse consumer/family advisory groups and working with other stakeholders, including local program, data, and research experts
  - e. Experience in evaluating cultural competence and reducing mental health disparities and in culturally competent approaches to evaluation
  - f. Experience in incorporating concepts of client and family resilience and recovery into evaluations
  - g. Experience working with public datasets, including entering into Data Sharing Memoranda of Understanding (MOUs) for access to public data that included full Health Insurance Portability and Accountability Act (HIPAA) compliance
2. Desired Qualifications
- a. Demonstrated successful experience with MHSA evaluation.
  - b. Familiarity and demonstrated experience with age-specific, evidence-based mental health practices.
  - c. Extensive experience related to minimum qualifications.

## **C) BACKGROUND**

### **1. Mental Health Services Act (MHSA or Act)**

In 2004, the MHSA was approved through a voter initiative, Proposition 63, to support a system-wide change in California's public community mental health system to create a positive impact in the state's prevention of and response to mental illness. The MHSA was crafted to finance culturally and linguistically competent, new-generation best-practice mental health services for Californians of all ages using approaches that incorporate the critical elements of hope, personal empowerment, respect, social connection, self-responsibility, self-determination, and early identification of and response to indicators of mental illness to help individuals recover from mental illness, reduce the duration of mental illness, and to prevent the negative impact of mental illness.

The Act emphasizes an expectation for participatory planning that meaningfully engages a broad range of stakeholders, including diverse individuals with mental illness and their families, representatives of communities that are un-served and underserved by the public community mental health system, and representatives of service systems that are affected by untreated mental illness.

### **2. MHSA Values ("General Standards")**

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 the California Code of Regulations, Title 9, Division 1, Chapter 14, and/or by actions by the MHSOAC.

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, and linguistic populations or communities.
3. *Client- and Family-Driven*—The client or the parent/guardian/family 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 (mental health and substance abuse) are treated efficiently and in a cost-effective manner.

### **3. MHSOAC Funding**

The Act establishes a one percent (1% ) tax on personal income in excess of one (\$1) million dollars. To date, more than seven (\$7) billion dollars in new resources for the public community mental health system have been generated.

These funds are dedicated in specified proportions for the following components: Community Services and Supports (CSS), which includes children's (and transition-aged youth), adult, and older adult systems of care; Prevention and Early Intervention (PEI); Workforce, Education and Training (WET); Capital Facilities and Technological Needs (CF/TN); and Innovation (INN). In addition, up to three point five percent (3.5%) of funding received is provided for state administrative activities, including evaluation.

### **4. Roles and Responsibilities**

California counties directly plan, administer, and implement public community mental health system services. (Note, two city-based programs also implement these systems; hereinafter, they will be included in the term "county".)

The MHSOAC created the MHSOAC to provide oversight and accountability for the MHSOAC, Adult and Older Adult System of Care Act, and Children's Mental Health Services Act. The Commission is committed to:

- Effective oversight and accountability that is directly linked to the evaluation of outcomes,

- An approach of continuous evaluation – learning from and building upon each progressive, completed evaluation and
- An approach of continuous quality improvement –tracking and evaluating outcome data to support critical system improvements.

The MHSOAC will be the entity contracting for the evaluation funded pursuant to this RFP.

## **5. MHSOAC Prevention and Early Intervention Component**

The MHSOAC intends the prevention and early intervention component to “prevent mental illnesses from becoming severe and disabling” and to improve “timely access to underserved populations” (Welfare and Institutions Code Section 5840(a)). Programs are to include outreach to people able to “recognize the early signs of potentially severe and disabling mental illnesses,” access and links to medically necessary treatment “as early in the onset of these conditions as practicable,” and efforts to reduce stigma and discrimination associated with being diagnosed with a mental illness or seeking mental health services” (Section 5840(b)). The MHSOAC intends the prevention and early intervention component to “include components similar to programs that have been successful in reducing the duration of untreated severe mental illnesses and assisting people in quickly regaining productive lives” (Section 5840(c)), MHSOAC Prevention and Early Intervention programs emphasize strategies to reduce the following negative outcomes that may result from untreated mental illness: suicide, incarcerations, school failure or drop out, unemployment, prolonged suffering, homelessness, and removal of children from their homes (Section 5840(d)).

The PEI component, unique among MHSOAC components, defined an outcomes-based framework for community planning and selection and evaluation of PEI programs. This outcomes-focused logic model for PEI requires counties and their community planning participants to:

- Explore and analyze community needs and strengths based on data as well as discussion;
- Prioritize and select key community needs and priority populations from categories defined in the PEI Guidelines to reflect MHSOAC goals and outcomes;
- Define intended individual/family and community/system outcomes for these needs/populations; and
- Select programs and interventions likely to bring about the intended outcomes based on the allowable continuum of evidence.

PEI Guidelines require counties to define a PEI Project: “prevention and/or early intervention programs that are designed to address one or more PEI Key Community Needs and one or more PEI Priority Populations, consistent with PEI Principles, to meet specific PEI individual/family and/or program/system outcomes. The scope of each project should not be overly broad or too narrow to achieve the outcomes for the target population. There is a significant amount of flexibility in the local design of PEI projects, placing the emphasis on intended outcomes for individuals and families; programs and systems; and communities.

PEI projects should include a combination of programs based on a logic model and a high likelihood of effectiveness (evidence-based practices, promising practices, locally proven practices, optimal point of intervention) to achieve PEI outcomes, use a methodology to demonstrate outcomes and advance program improvement and learning.”

The PEI Guidelines define Early Intervention as “directed toward individuals and families for whom a short-duration (usually less than one year), relatively low-intensity intervention is appropriate to measurably improve a mental health problem or concern very early in its manifestation, thereby avoiding the need for more extensive mental health treatment or services; or to prevent a mental health problem from getting worse.” The Guidelines specify that early intervention “may include individual screening for confirmation of potential mental health needs.”

According to the MHSOAC Prevention and Early Intervention Trends Report, 97% of counties included at least one early intervention program (or element of a combined program) in their initial work plans. Examples of some counties’ planned early interventions include efforts for:

- Individuals experiencing onset of serious psychiatric illness
- Older adults in primary care settings with symptoms of depression
- Transition-age youth with symptoms of a mental illness, especially those exiting the foster care system
- Survivors of trauma, especially individuals from under-served communities
- Children and youth in child care and school settings experiencing emotional problems at school who show indications of possible emotional disturbance
- New mothers experiencing postpartum depression
- Youth entering or involved in the justice system indicating possible emotional disturbance
- Parents experiencing difficulties (behavior and discipline, relationships, communication, attachment, etc.) with their children.

## **6. MHSOAC Evaluation Approach**

The Commission believes that effective evaluation is a meaningful way to meet its statutory responsibilities. The Commission is committed to assessing the statewide impact of the MHSA in ways that are measurable and relevant to local and state policymakers, practitioners, people with mental illness and their families, and California communities. This approach must include providing policymakers with critical information about the personal and financial impact of the MHSA on individuals and families, the state including its counties and communities, and the service delivery system.

The MHSOAC has focused on assessing financial trends, identifying potential policy issues, analyzing implications of these issues, and recommending solutions, including support for county efforts to sustain programs that demonstrate best practices and lead to positive individual and cost-effective system outcomes. The Commission intends to learn from current research, identify new questions to be answered, and determine what

additional evaluations would best expand our understanding of the impact of the MHSA on the public mental health system.

The MHSOAC is committed to an ongoing, cumulative evaluation effort that builds on previous evaluations by the MHSOAC, counties, various state departments, academic institutions, foundations, mental health providers, federal institutions, and advocacy organizations for MHSA target populations. MHSOAC intends to utilize available, existing information and to build on existing reporting and evaluation efforts without adding additional, burdensome reporting requirements for counties and service providers, to the extent possible.

**7. Highlights of Previous and Ongoing MHSOAC Evaluation Efforts Regarding Prevention and Early Intervention Component**

The MHSOAC contracted with UCLA Center for Healthier Children, Families and Communities to provide a summary and synthesis of results of PEI evaluations to date and a summary of data elements that counties report regarding their PEI programs.

UCLA issued its report on August 31, 2011. UCLA was able to identify only 22 counties with data available on outcomes of PEI programs. The report concluded, "A sufficient quantity of evaluation data is not available; therefore, we are limited in making statements about what is and is not working with respect to PEI projects in and across counties" (p. v). The report included a number of recommendations related to evaluation of the PEI component, including the following:

1. Help counties identify appropriate program/system level indicators so that they capture the full spectrum of potential effects of prevention and early intervention.
2. Provide counties with support and technical assistance on designing evaluation studies; collecting and analyzing data; assessing the extent to which programs are implemented as intended (fidelity monitoring); and reporting, disseminating, and utilizing findings.
3. Provide counties with guidance to identify and collect outcome data on the family, program, and system levels.
4. Develop a reporting format for PEI evaluation findings such that outcome data are submitted to the State in a manner that facilitates an effective process of summarizing and synthesizing outcomes across counties.
5. Counties should report the actual number of individuals served by early intervention programs.

MHSOAC also contracted with UCLA Center for Healthier Children, Youth, and Families, who worked with Evaluation Management Training to produce a June 2011 report, California's Investment in the Public Health System: Proposition 63, Brief 6 of 7: Prevention and Early Intervention. The evaluation is an analysis of counties' Revenue and Expenditure Reports for MHSA PEI expenditures in fiscal years 2006-2009. The report includes an initial effort to categorize reporting counties' programs as prevention verses early intervention.

MHSOAC is working with the California Mental Health Services Authority (CaMHSA), who has contracted with the RAND Corporation to create a framework for evaluation of

the PEI component of the MHSA. This PEI evaluation framework will include the full range of PEI programs and will encompass the following:

1. Identify a consolidated list of overall goals across PEI Programs and conceptualizes each goal in terms of potential measures of structure, process, and outcomes.
2. Identify data sources that are either available or could be available to populate the potential measures.
3. Develop a conceptual PEI statewide evaluation framework and analytic approach that logically links programs and strategies with outcome measures.
4. Develop measure specifications.
5. Identify ways to link PEI evaluation to overall MHSA evaluation.

Counties, except for very small counties, are required to conduct a local evaluation of one PEI project. Some counties are conducting additional evaluations of their PEI projects or of individual programs.

## **D) PROPOSAL INFORMATION**

### **1. Proposer Questions**

If a proposer needs clarification about the services being sought or has questions about the RFP's instructions or requirements, inquiries shall be put in writing and communicated through the California State Contracts Register (CSCR) at [www.bidsync.com](http://www.bidsync.com) by 4:30 PM Pacific Standard Time (PST) April 6, 2012. At its discretion, MHSOAC reserves the right to contact a proposer to seek clarification of any inquiry received. If a proposer fails to report a known or suspected problem with this RFP, or fails to seek clarification and/or correction of the RFP, the proposer submits a proposal at his/her own risk.

Any questions which, in the judgment of the MHSOAC, materially alter the RFP requirements will be answered in writing. The questions and answers will be posted on the CSCR website at [www.bidsync.com](http://www.bidsync.com). Any material changes to the RFP will be made in the form of an addendum posted on the CSCR. 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.

### **2. Contract Term and Available Funding**

The total funding amount available for funding services provided under this RFP is \$200,000 - \$300,000 from fiscal year (FY) 2011/12 from the MHSA funds for state administration. This is a deliverables-based contract based on a lump sum or fixed price for each deliverable to begin in the current fiscal year and end in FY 2012/13 with an option to extend time if necessary. Payment to the Contractor shall be based on the satisfactory completion and delivery of project deliverables for a lump sum or fixed price for the total project.

Any award from this RFP is contingent on approval of the annual State budget. Proposers should realize that until there is approval of the State budget each year, there

is no guarantee of funding availability for their proposal, even if they are awarded a contract in this RFP process.

**3. Key Action Dates**

Listed below are the important action dates and times by which the actions must be taken or completed. If the MHSOAC finds it necessary to change any of these dates, it will be accomplished by an addendum to this RFP to be posted on the website of BidSync at [www.bidsync.com](http://www.bidsync.com). **ALL DATES AFTER THE FINAL PROPOSAL SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATED, WITHOUT ADDENDUM TO THIS RFP.**

Key Action	Date/Time
1. The MHSOAC's Early Intervention Evaluation RFP is issued and available at the California State Contracts Register (CSCR), located at <a href="http://www.bidsync.com">http://www.bidsync.com</a>	Friday, March 23, 2012
2. The Attachment 2: Notice of Intent to Apply for the MHSOAC Reducing Disparities in Access RFP is due to the MHSOAC Contracts Unit, by mail postmarked by or deliver notice to:  ATTN: Contracts Unit, Norma Pate California Mental Health Services Oversight and Accountability Commission 1300 17 <sup>th</sup> Street, Suite 1000 Sacramento, CA 95811	Friday, March 30, 2012
3. Written inquiries about this RFP must be submitted through the CSCR (BidSync) no later than 4:30 PM Pacific Standard Time (PST) on April 6, 2012	Friday, April 6, 2012 4:30 PM (PST)
4. Response to written questions will be posted to the CSCR (at BidSync)	Friday, April 13, 2012
5. Proposals must be received by April 27, 2012 no later than 4:30 PM PST by MHSOAC Contracts Unit. Copies must be delivered in person, by mail, 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 Office without a MHSOAC staff member confirming delivery. This office is open 8:00 AM to 5:00 PM, Monday-Friday except state holidays. Please mail or deliver the proposal to:  ATTN: Contracts Unit, Norma Pate California Mental Health Services Oversight and Accountability Commission 1300 17 <sup>th</sup> Street, Suite 1000 Sacramento, CA 95811	Friday, April 27, 2012 4:30 PM (PST)

6. Notification of Intent to Award will be posted on CSCR (BidSync)	Thursday, May 10, 2012 (anticipated)
7. Protest period ends. MHSOAC must receive letter of protest by 4:30 PM PST on Thursday, May 17, 2012. The letter of protest with original signature must be received by this date. It is not sufficient to postmark protest by this date.	Thursday, May 17, 2012 4:30 PM PST (anticipated)
8. The final notification of award is posted. (Assumes no protests submitted)	Friday, May 18, 2012 (anticipated)
9. Contract is executed and contractor may begin work	Friday, June 22, 2012 (anticipated)

#### **4. Scope of Work Plan and Deliverables**

##### 4.1 Introduction and Guiding Principles

The successful Proposer must propose a Scope of Work to assess the use and impact of MHSA funds for early intervention programs. The work should include the desired practices and outcomes specified in the MHSA, summarized in Objectives and Deliverables.

The Proposer must also propose a Scope of Work for an outcome evaluation of at least three early intervention programs that i) are being implemented by a sufficient number of counties, ii) have sufficiently common or similar expected outcomes to allow a synthesis of data, and iii) are far enough along in implementation to generate valid and reliable data. Additional points will be rewarded for proposals to evaluate one or more additional early intervention programs beyond the required three. The evaluation can be based on reliable and valid data collected by counties, evaluations conducted by the Proposer, or a combination, to be specified in the proposal.

##### 4.2. Data Requirement, Sources, and Challenges

The Proposer must develop reports based on analysis of any/all of the following: 1) evaluation data collected by county mental health programs; 2) new data that the Proposer might obtain in collaboration with counties and/or their contractors; 3) data from other relevant evaluations; and 4) any other relevant information.

##### 4.3 Possible Data Sources

Primary information and data sources that might be available include:

- a. Completed and ongoing evaluations by counties, contractors, and independent evaluations
- b. External state and county data sources such as vital statistics, population
- c. UCLA Report: Summary and Synthesis of PEI Evaluations and Data Elements
- d. UCLA Public Health System: Proposition 63, Brief 6 of 7: Prevention and Early Intervention Report
- e. MHSOAC PEI Trends Report
- f. County MHSA plans, plan updates, and annual updates
- g. Counties' annual Revenue and Expenditure Reports
- h. Logs of grievances and/or complaints.

Since its inception in 2005, MHSA-related programs and services have become more meaningfully integrated within county mental health systems of care. While it is important to demonstrate a clear accountability for MHSA funds it is also important to recognize that the data, analysis, and objectives specified by this RFP may include more than distinct MHSA-funded or partially MHSA-funded programs.

#### 4.4. Data Analysis Requirements

The approach to data analysis for the deliverables requiring such analysis must include the following:

- a. Early intervention practices to be assessed must include those specified in the MHSA or associated systems of care statutes (summarized in Objective for Deliverable #1)
- b. Client/individual outcomes to be evaluated must include those specified in the MHSA or associated system of care statutes.
- c. Data analysis should be disaggregated to determine the differential impact on various populations including age, gender, language, and race/ethnicity.
- d. All data used in analyses should be timely and of a high quality.
- e. The analysis must be clear, credible, accurate, non-biased, meaningful, and specify the outcomes, methods, conclusions, and recommendations in understandable terms. Reports need to be both technically accurate and understandable to the broad spectrum of those interested in the MHSA.
- f. Data must be handled in accordance with human subjects' protection, confidentiality, privacy, security and HIPAA requirements.
- g. Any county-specific data analyses shall take into account, at a minimum, the context of:
  - 1) County characteristics (e.g. demographics, funding, etc.),
  - 2) County service delivery factors (e.g. who is served and what services are provided).
- h. The evaluation should include recommendations for data system improvements and needed system resources. The evaluation should support and encourage continuous quality improvement efforts on the part of the state, counties, and providers in data collection and analysis.

#### 4.5. Coordination, Collaboration, and Consistency with MHSA Values

In conducting the evaluation of MHSA-funded early intervention programs, it will be critical for the Proposer to bring an approach and philosophy to the research that mirrors the innovation, vision, and values of the MHSA. Beyond being able to conduct a credible evaluation that meets the terms and conditions of the RFP's scope of work and deliverables, the selected Proposer must be ready and able to work with MHSA stakeholders, individuals with mental illness and their family members, representatives of California's diverse communities, and service providers to create an evaluation that is guided and informed by those who are most closely touched by the mental health system. This evaluation should further strengthen and support both stakeholder and local efforts to enhance and expand service delivery in ways that further/promote recovery and wellness, focus on prevention and early intervention for diverse individuals with and at risk of serious mental illness, and transform the public's perception of and support for mental health issues. Diverse individuals living with mental illness, their family members and/or caregivers, individuals across the lifespan, and individuals

from traditionally unserved and underserved communities will be involved throughout the evaluation.

The selected Proposer should expect to coordinate with the RAND Corporation and CalMHSA, who, with support from the MHSOAC and its Evaluation Committee, are developing a statewide framework for evaluation of the PEI component of the MHSA. RAND is also under contract with CalMHSA to evaluate statewide PEI programs to prevent suicide, prevent and reduce stigma and discrimination related to mental illness, and promote student mental health, including development of a strategic plan for this effort. RAND is also working with some counties to provide training and technical assistance regarding evaluation of PEI programs.

The selected Proposer should expect to coordinate with counties' PEI evaluation efforts: for example, the Indicators, Data Evaluation Accountability Committee of the California Mental Health Directors Association that is providing coordination and peer support related to county evaluations and data systems.

The selected Proposer is expected to establish expert advisory mechanisms, including ways to obtain advice from diverse mental health consumers and their family members and local (county) data experts.

It will be important for the evaluation to build on existing county evaluations, including efforts by the California Institute of Mental Health's Palette of Measures Project. Though primarily focused on evidence-based treatment, some counties, notably Los Angeles, have applied the Palette of Measures approach to early intervention efforts.

It will also be helpful for the Proposer, where possible, to build on existing frameworks such as the Institute of Medicine's 6 Aims (safe, effective, efficient, personalized, timely and equitable), the U.S. Department of Health and Human Services Office of Minority Health (2001) National Standards for Culturally and Linguistically Appropriate Services, and the American Evaluation Association State on Cultural Competence in evaluation.

#### 4.6. Communication

The selected Proposer, in consultation with the MHSOAC, is expected to develop a method and timetable for ongoing communication of progress including dissemination process for reports. Specifically, the Proposer shall:

- a. Maintain ongoing interaction with MHSOAC staff and MHSOAC Evaluation Committee
  - 1) Participate in bi-weekly briefing calls with staff
  - 2) Provide written quarterly evaluation status updates
  - 3) Provide periodic updates to other MHSOAC Committees as needed
- b. Consult with and disseminate findings from evaluation to the broad and varied groups interested in the MHSA and California's public mental health system and services.

#### 4.7 Deliverables

All deliverables for this RFP refer to counties' early intervention programs within the Prevention and Early Intervention MHSA component. Deliverables from the Proposer must be in an electronic format (to be agreed upon prior to start of work) that is easily posted on the MHSAOC website, pursuant to Government Code Section 11135 in compliance with accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended and regulations implementing that act. A hardcopy of the final approved deliverables must also be submitted.

The Proposer must list in their proposal the lump sum or fixed price of each deliverable using Attachment 8: Cost Proposal Sheet. Below is the list of deliverables requested through this RFP.

<b>Deliverable #1—Use of PEI Funds for Early Intervention</b>
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#### Objective for Deliverable #1

Design relevant metrics, perform statistical analyses, and produce reports that document the extent to which and ways counties are using PEI funds for early intervention (total and subdivided by fiscal year and by county):

- a. Determine total amount of MHSA PEI funds spent on early intervention programs
- b. Determine who is being served by PEI early intervention programs, including individuals with serious mental illness, individuals at risk of serious mental illness, and relevant demographics
- c. Determine what kinds of early intervention programs are being implemented, including at a minimum
  - 1) To what extent and in what ways PEI funds are being used to provide outreach to families, employers, primary care health care providers and others to increase early recognition and effective referrals to treatment for people who exhibit signs of potentially serious and disabling mental illness?
  - 2) To what extent and in what ways PEI funds are being used to provide access and linkage to necessary care provided by county mental health programs for children (including transition-age youth) with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and for adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions as practicable?
  - 3) To what extent and in what ways PEI funds are being used to provide timely brief treatment to individuals with early indications of a potentially serious and disabling mental illness, reduce duration of untreated mental illness, and assist people quickly to regain productive lives?
  - 4) To what extent and in what ways are counties providing early intervention programs that are similar to those provided under other programs effective in preventing mental illnesses from becoming severe, and that also include components similar to programs that have been successful in reducing the duration of untreated severe mental illnesses and assisting people in quickly regaining productive lives?

Work Product/Report for Deliverable #1

Report submitted electronically and hard copy by January 31, 2013 that:

- a. Specifies statewide and county-specific amount of funds spent on early intervention, by fiscal year;
- b. Breaks out of early intervention target population (early manifestation of emotional disturbance or mental illness and relevant demographics), mental health issue addressed, kind of program (e.g. screening, brief treatment), and relevant program features (for example, location, specific features to serve target population, key roles for peers, collaboration and/or integration with other service sectors outside mental health, etc.).
- c. Provides assessment of use of early intervention funds for purposes specified in the MHSA, as described in Objective for Deliverable #2.

Note: Deliverable 1 shall not exceed 20% of total proposed cost.

**Deliverable #2—Evaluation of Early Intervention Program/Efforts**

Objective for Deliverable #2

Establish baseline data points and design relevant measures and methods, perform statistical analyses, and produce reports that document the progress and impact that a minimum of three MHSA early intervention programs/efforts are having on individuals at risk of and with serious mental illness and their families. Proposals to evaluate additional MHSA early intervention programs/efforts will receive additional points. Each selected area of early intervention must be implemented by a sufficient number of counties, have common or similar expected outcomes, and be far enough along in implementation to support evaluation goals. Examples of such programs might include programs for: 1) individuals experiencing onset of serious psychiatric illness; 2) older adults in primary care settings with symptoms of depression; 3) transition-age youth with symptoms of a mental illness, especially those exiting the foster care system; 4) survivors of trauma, especially individuals from under-served communities.

Include at a minimum, the following outcomes specified in the MHSA if applicable to the selected early intervention effort:

- a. Reduce the duration of untreated severe mental illnesses
- b. Prevent mental illness from becoming severe and disabling
- c. Improve timely access to services for underserved populations
- d. Reduce stigma and discrimination associated with either being diagnosed with a mental illness or seeking mental health services.
- e. Reduce negative outcomes associated with having an untreated mental illness
  - 1) Suicide
  - 2) Incarcerations
  - 3) School failure or drop out
  - 4) Unemployment
  - 5) Prolonged suffering
  - 6) Homelessness

7) Removal of children from their homes

Work Product/Report for Deliverable #2

Three or more reports each submitted electronically and hard copy by a date to be specified by the proposer. Each report shall specify the cumulative statewide impact (outcomes) to date of each selected early intervention program or effort. Proposer will specify and describe each early intervention effort to be evaluated, including the number of counties expected to be included in each evaluation. Evaluation of a minimum of three such multi-county early intervention efforts is required; extra points will be awarded for evaluation of three additional early intervention efforts.

Current contract term is one year with an option to extend if necessary.

**Deliverable #3—Final Report**

Objective for Deliverable #3

- a. Design relevant metrics, perform statistical analyses, and produce reports that document what practices are contributing to positive outcomes and therefore should be continued and replicated
  - 1) Develop methodologies to assess promising community-based early intervention approaches in order to build a base of evidence
- b. Provide recommendations based on evaluation findings to guide the MHSOAC to support counties to measure the impact of their early intervention programs and to achieve significant positive outcomes from early intervention efforts funded by MHSA PEI component
  - 1) Determine gaps and limitations of available data and make recommendations for improved future county and state evaluations of early intervention programs (and, optionally, PEI component in general)
  - 2) Recommend actions at state and/or local levels to improve quality and outcomes of early intervention services based on evaluation findings
- c. Recommend state and/or local training, technical assistance, and quality improvement activities based on findings from evaluations of MHSA early intervention programs

Work Product/Report for Deliverable #3

Final report to include Objective #3 a.-c. to be submitted by May 31, 2013.

Note: Deliverable shall not exceed five percent (5%) total proposed cost.

Current contract term is one year with an option to extend if necessary.

**5. Submission of Proposal**

- a. Proposals shall provide straightforward and concise descriptions of the proposer's work plan to satisfy the requirements of this RFP. The proposal shall be complete and accurate. Omissions, inaccuracies or misstatements may be sufficient cause for

- rejection of a proposal. MHSOAC will determine the responsiveness of a proposal by whether or not it addresses the requirements of this RFP, not by its volume, packaging or colored displays.
- b. The proposal shall be typewritten on white bond paper using 12-point font. Left and right margins shall be at least one inch. Paper size shall be standard letter, 8 ½ by 11 inches. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
  - c. No erasures are permitted on hard copies. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial the corrections in ink.
  - d. All proposals shall include the documents identified in Attachment 1: Required Attachments Checklist/Table of Contents. Proposals not including the proper required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.
  - e. 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.
  - f. Any agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. The State's General Terms and Conditions are not negotiable.
  - g. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.
  - h. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 3: Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
  - i. All proposals must be submitted under sealed cover and received by MHSOAC Contracts Unit by the date and time shown in Section D: Key Action Dates. Proposals received after this date and time will not be considered.
  - j. One (1) original proposal plus five (5) paper copies of the proposal must be submitted to MHSOAC.
  - k. The original proposal must be marked "**ORIGINAL COPY.**" All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
  - l. An electronic copy of the proposal on CD-ROM must be submitted to MHSOAC.
  - m. Proposals shall be mailed or delivered to the following address and shall be marked "**DO NOT OPEN**" as in the sample below (same address for U.S. Postal Service deliveries and for hand deliveries, including UPS, Express Mail, Federal Express, etc.):

DO NOT OPEN  
RFP MHSOAC-12-007  
MHSOAC's Early Intervention Evaluation  
ATTN: Contracts Unit, Norma Pate  
Mental Health Services Oversight and Accountability Commission  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, California 95814

- n. The Cost Proposal Sheet and the proposal Cover Letter shall be in a separate sealed envelope labeled "Envelope 2" within the proposal
- o. A proposer may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in Section D: Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- p. A proposer may withdraw its proposal, without cause, before the proposal submission deadline by submitting a written withdrawal request to MHSOAC. The withdrawal request must be signed by the proposer or an authorized agent in accordance with Item h above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. After the proposal submission deadline, proposals may not be withdrawn.
- q. MHSOAC may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum, which will be posted on BidSync. The addendum will also be sent to all parties who downloaded a proposal package from BidSync and entered a mailing address or e-mail address. The questions and answers will be sent via e-mail if an e-mail address is provided or to a mailing address if an e-mail address is not provided.
- r. MHSOAC reserves the right to reject all proposals. MHSOAC is not required to award a contract.
- s. No oral understanding or agreement shall be binding on either party.

## **6. Rejection of Proposal**

Deviations, whether or not intentional, may cause a proposal to be non-responsive and not considered for award. The MHSOAC may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The MHSOAC's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications if awarded a contract. FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION D KEY ACTION DATES OR NOT SEALED, WILL BE REJECTED.

**Bids not submitted under sealed cover may be rejected.**

## **7. Scoring Process**

A multiple stage scoring process will be used to review and/or score proposals. MHSOAC may reject any proposal that is found to be non-responsive at any stage of evaluation. A panel of subject experts (Review Panel) will be convened to read and score proposals. See Attachment 12: Proposal Scoring and Evaluation Tools.

### **Stage 1 - Submission Review**

Each proposal shall be checked by the MHSOAC for the presence or absence of all required documents and conformance with the submission requirements of this RFP. This first Stage shall be scored on a pass/fail basis. This includes pass/fail responsiveness to cost submission requirements.

Those proposals that pass the requirements of Stage 1 review will be reviewed under Stage 2 by an Evaluation Panel. Those proposals that do not meet the requirements of Stage 1 will be deemed non-responsive and will not be reviewed at the Stage 2 level.

### **Stage 2- Review of Proposer's Experience and Project Narrative/Work Plan**

The Review Panel will review all proposals that passed Stage 1 to determine which proposers meet the Minimum Qualifications as specified in Section B: Minimum and Desired Qualifications for Proposer. Those proposals that do not meet the minimum qualifications will be deemed non-responsive and not continue to be reviewed for further consideration.

Work plans and corresponding cost proposals will be evaluated independent of each other.

- a. The Review Panel will, individually and/or as a team review, evaluate and numerically score the technical components of the proposal on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements.
- b. In assigning points for individual evaluation components, the Review Panel members may consider issues including, but not limited to, the extent to which a proposal:
  - Is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies.
  - Is lacking information, lacking depth or breadth, or lacking significant facts and/or details.
  - Demonstrates that the proposer understands MHSOAC's needs, the services sought, and/or the proposer's responsibilities.
  - Illustrates the proposer's capability to perform all services and meet all Scope of Work and Deliverables requirements.
  - Is consistent with the Scope of Work and Deliverables expectations.
  - Demonstrates the proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods, creative or innovative business solutions, etc.).

- c. An overall maximum of 245 possible points may be achieved in this stage and a minimum of 110 points must be achieved to move to Stage 3.
- d. The scores from each reviewer will be added together and the average of the scores will be calculated. The average score of the reviewers will be the final score assigned to the proposal.

Those proposals that pass the requirements of Stage 2 review will be reviewed under Stage 3. Those proposals that do not meet the requirements of Stage 2 will be deemed non-responsive and will not be reviewed at the Stage 3 level.

<b>Stage 3 – Evaluation of Cost Proposal</b>
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- a. Attachment 8: Cost Proposal Sheet will be evaluated independent of work plans and cost proposals.
- b. After the Stage 2 scoring is complete, responsive proposals and corresponding work plans will be evaluated on the basis of cost. A maximum of 49 points will be awarded for the cost proposal.
- c. The proposal work plan offering the lowest total cost earns the maximum of 49 points. The remaining work plans earn cost proposal points through a cost conversion formula.

The following formula is used for the award of cost points:

Lowest Cost Proposal shall be awarded 49 points. All other proposer's cost points shall be awarded based upon a ratio from the Lowest Cost Proposal.

$$\text{Low Bid} = \text{Maximum points } 49$$

$$\text{Low Bid} / \text{bid} \times 49 = \text{cost points}$$

**SAMPLE COST SCORE CACULATION**

Bidder	Bid Amount	
A	\$22,900	Low Bid = Max. pts. = 49 pts.
B	\$26,000	$\$22,900 \div \$26,000 \times \text{Max. pts.} = 43 \text{ pts.}$
C	\$29,700	$\$22,900 \div \$29,700 \times \text{Max. pts.} = 38 \text{ pts.}$

**Stage 4 – Combining Proposer’s Experience and Project Narrative/Work Plan Score with Cost Proposal Score**

- a. The MHSOAC will combine the Stage 2 points that achieve a passing score to the Stage 3 cost proposal points earned and will identify the proposers work plans with the highest combined scores.

**Stage 5 – Adjustments to Score Calculations for Bidding Preferences**

- a. MHSOAC will determine and confirm which entities, if any, are eligible to receive a bidding preference (i.e., small business, DVBE).
- b. To confirm the identity of the highest scored responsible proposer, the preference points for applicable claimed preference(s) will be calculated and will readjust the total score of those proposers eligible for bidding preferences. Preference adjustments to eligible proposers will be applied according to State regulations following verification of eligibility with the appropriate office of the Department of General Services. More information about the allowable bidding preferences appears in Section F: Preference Programs.
- c. Points for eligible small business and DVBE participation preferences, as explained in Section F, shall be calculated and applied after the technical and initial cost points have been calculated.

The amount of the small business preference is five percent (5%). The amount of the

DVBE participation incentive is based on the percentage of participation; up to five percent (5%) (see Attachment 16). The preference and/or incentive will be calculated by adding points to the score, as in the following example:

Example: If the highest total score is 235, then the small business preference, would be  $235 \times .05 = 6.5$  points. The points are then added to the score of the proposal with the preference.

Example: If the highest total score is 235, and the DVBE participation is four percent (4%), then the DVBE preference would be  $235 \times .04 = 5.2$  points. The points are then added to the score of the proposal with the incentive.

**8. Award and Protest**

**8.1. Award Procedures**

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

Prior to awarding the contract, a Notice of Intent to Award will be posted in the Receptionist area of the Mental Health Services Oversight and Accountability Commission, on the California State Contracts Register at ([www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)) and on MHSOAC's website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) for a period of no less than five (5) working days.

## 8.2. Protest Procedures

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

- a. An Intent to Protest letter from a proposer must be **received** at the following address not later than five (5) working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award. The only acceptable delivery method for an 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 letter received without an original signature and/or by a delivery method other than a postal service will not be considered.

RFP MHSOAC-12-007 (Intent to Protest Letter)  
MHSOAC's Early Intervention Evaluation  
ATTN: Contract Unit, Norma Pate  
Mental Health Services Oversight and Accountability Commission  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, CA 95811

- b. 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 applicant, faxed, or sent by electronic mail. Any letter received without an original signature and/or by a delivery method other than a postal service will not be considered.
- c. 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.
- d. If a Letter of Protest is filed, the contract shall not be awarded until the MHSOAC has reviewed and resolved the protest.
- e. The Executive Director of the MHSOAC will render a decision within ten (10) working days of the receipt of the Letter of Protest and the decision will be considered final.

## **9. Disposition of Proposals**

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

## **10. Agreement Execution and Performance**

Performance shall start on the date set by 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, MHSOAC, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.

All performance under agreement shall be completed on or before the termination date of the agreement. The current term of the agreement is one year with an option to extend time. A Sample Standard Agreement, Attachment 13, is attached for review. The proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

## **E) PROPOSAL REQUIREMENTS**

### **1. Mandatory Letter of Intent**

A letter of intent to apply under this RFP must be postmarked or delivered to the MHSOAC Contracts Unit by Friday, March 30, 2012. See Attachment 2 for the form mandatory letter of intent. No proposal will be accepted unless the Letter of Intent was received or postmarked by the noted date. Letters of Intent must be submitted to:

ATTN: Contracts Unit, Norma Pate  
California Mental Health Services Oversight and Accountability Commission  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, California 95811

### **2. Proposer Document List**

The proposer must provide with the Proposal the Required Attachments Checklist/Table of Contents, Attachment 1 **AND ALL OF THE ITEMS LISTED ON ATTACHMENT 1.**

### **3. Cover Letter**

Proposal Cover Letter must identify a single point of contact for communications regarding the proposal. The contact person must be familiar with the project and budget and be able to answer questions and provide accurate information to the MHSOAC on a timely basis. The cover letter must be signed by an official authorized to enter into a contract and enclosed in sealed Envelope 2 along with the Cost Sheet. See Attachment 4 for the form Proposer Cover Letter.

**4. Proposer Qualifications**

Proposer must provide required documentation demonstrating the ability to meet the minimum qualifications as described in Section B. The maximum number of pages for this section is 14. See Attachment 5 for specific instructions.

**5. Proposal Narrative**

In this section, the proposer shall detail qualifications of the organization and key personnel and provide a description of the strategies and activities associated with the development and completion of the MHSOAC's Early Intervention Evaluation. The maximum number of pages for this section is 10. The items described below must be included in the proposal narrative. Information included in the provider qualifications and/or work plan/cost summary sections does not need to be repeated. See Attachment 6: Proposal Narrative.

**5.1 Description of Organization**

- a. Provide a brief synopsis of the firm history and mission as it relates to this effort of all participating organizations. If collaborative, clearly articulate which firm is lead.
- b. List relevant projects that the proposer is currently conducting or has completed.
- c. Include a brief project description and the project budget of relevant projects.
- d. Provide a brief statement acknowledging the firm's experience with and ability to comply with HIPAA requirements, to ensure data security and confidentiality. Describe how proposer will address confidentiality and human subjects' protection requirements, if appropriate.

**5.2. Description of Personnel**

- a. Provide organizational chart describing reporting relationships across the team.
- b. Describe team approach to project delivery, if applicable.
- c. Provide information regarding the proposed project team, including a list all proposed team members, their titles and job descriptions: include brief description of proposed role on the team, note whether proposed staff is member of lead firm, collaborating firm or subcontractor.
- d. Qualifications of Key Personnel, focusing on the expertise and experience that address Desired Qualifications described in Section B. above.
- e. Relationship with Subcontractors: If subcontractors are contemplated, proposer shall identify those persons or firms, the anticipated portions and monetary percentages of the work to be done by the subcontractors, how they will be selected, summary of relevant experience and a description of how the subcontracted work will be directed, monitored and evaluated.
- f. In addition to proposer responses, resumes, sample work products and up to 3 letters of support and/or letters of recommendation may be included as Attachments to this section.

**5.3. Description of Work Plan**

Present your plan for addressing the different deliverables articulated in the scope of work.

- a. A description of the methods, strategies and other approaches that the proposer will use to involve stakeholders including but not limited to client and family member advisory group, unserved, underserved communities and local researchers/data experts.
- b. A description of methods and strategies and other approaches that the proposer will use to incorporate MHSA values into deliverables and to address the Scope of Work.
- c. A description of methods and strategies the proposer will apply to incorporate previous and on-going efforts regarding analysis and evaluation of disparities under the descriptions in Section C into deliverables and to address the Scope of Work.
- d. A description of the major tasks/actions necessary for completion of each of the Deliverables. Activities/tasks identified under the descriptions in Section D: Scope of Work Plan and Deliverables.

#### **6. Work Plan Requirements**

- a. Provide a work plan proposal for each of the three (3) deliverables specified in Section D using the format provided in Attachment 7.
- b. Provide the proposed timeline, responsible staff, major tasks, key activities/necessary subtasks, and other milestones by which progress can be measured as appropriate using the format provided in Attachment 7.

#### **7. Cost Detail Format**

Provide a proposal cost for each of the three (3) deliverables specified in Section D using the format provided in Attachments 8. Identify proposed total fixed price for each deliverable in whole, or by sub-deliverable.

### **F) PREFERENCE PROGRAM**

#### **1. Small or MicroBusiness Preference**

Proposers that are certified as a small business in California are encouraged to apply. A certified small business may claim a five percent (5%) cost preference when submitting a proposal on a state contract. An explanation of small business certification, and information on how to become certified as a small business, and other related information can be found on the Internet at <http://www.pd.dgs.ca.gov>.

#### **2. Non-Small Business Preference**

Government Code Section 14838 (b)(2) provides for a non-small business preference.

The preference to a non-small business proposer that commits to small business or micro-business subcontractor participation of twenty-five percent (25%) of its total proposal amount shall be five percent (5%) of the highest responsive responsible proposer's total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business. The small business regulations are located in Title 2 of the CA Code of Regulations Section 1896.

To be considered a valid small business in an applicable state contract bid competition, a complete certification application package must be received by the Office of Small

Business and DVBE Certification (OSDC) no later than 5:00 PM on the proposal submission deadline date. The certification will be effective on the date the application is properly received and deemed complete by the OSDC. Incomplete application submittals will delay certification status and may result in the loss of the five percent (5%) preference eligibility. Applications are processed on a "first-in," "first-out" basis unless an expedite is requested. Expedite requests will be considered by the OSDC as follows: Proposer must be actively bidding on an upcoming State of California

solicitation. The law allows certification applicants until 5:00 PM on the proposal submission deadline date to properly submit a complete certification application and all required supporting documents to the OSDC. However, the OSDC prefers to receive the written expedite request and complete certification application package a minimum of five working days prior to the proposal submission deadline date. Further information can be found on the Internet at <http://www.pd.dgs.ca.gov/smbus/expedite.htm>.

**3. Small Business Language**

In accordance with Government Code Section 14838.5, et seq. and California Code of Regulations, Title 2, Section 1896, et seq., a five (5) percent preference will be granted to a proposer who is properly certified as a California Small Business, Micro-business, or Non-Small Business with a Small Business subcontracting for a minimal of twenty-five percent (25%) of the proposal amount. A five percent (5%) preference will be granted to a proposer who is certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code Section 999.50. Applications must be on file at the office of Small Business and Disabled Veteran Business Enterprise Certification by 5:00 p.m. on proposal opening day.

**4. Disabled Veteran Business Enterprise Incentive Program (Optional)**

This RFP offers an incentive for bidders who provide Disabled Veteran Business Enterprise (DVBE) participation, however participation is NOT mandatory. See Attachment 16 for complete instructions. The incentive points will be based upon the following scale.

<b>DVBE Incentive Scale</b>	
<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

The Small Business Preference (if any) is calculated separately from the DVBE incentive and then both are added to the point total.

## **G) LIST OF ATTACHMENTS**

Attachments 1 through 11 are required to be included with the proposal.

1. Attachment 1: Required Attachment Checklist/Table of Contents
2. Attachment 2: Letter of Intent to Apply
3. Attachment 3: Proposal/Proposer Certification Sheet
4. Attachment 4: Cover Letter
5. Attachment 5: Proposer Qualifications
6. Attachment 6: Proposal Narrative
7. Attachment 7: Proposal Work Plan
8. Attachment 8: Cost Proposal Sheet
9. Attachment 9: Bidder Declaration (GSPD-05-105)
10. Attachment 10: Darfur Contracting Act Certification
11. Attachment 11: Secretary of State Registration

The following are not required submittals for the proposal, but are reference materials useful to the proposer.

12. Attachment 12: Proposal Scoring and Evaluation Tools
13. Attachment 13: Sample of Standard Agreement Contract (STD 213) with Exhibits A through E
14. Attachment 14: Sample Payee Data Record (Std. 204)
15. Attachment 15: Sample Contractor Certification Clauses (CCC-307)
16. Attachment 16: California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions



**ATTACHMENT 2: Mandatory Letter of Intent**

MHSOAC's Early Intervention Evaluation  
RFP Number MHSOAC-12-007

Proposer Name:

Contract Person:

Phone Number:

Email Address:

The Mandatory Letter of Intent is due to the MHSOAC by March 30, 2012. Please mail this form to the MHSOAC's Contracts Unit, postmarked by mail or deliver notice to:

ATTN: Contracts Unit, Norma Pate  
Mental Health Services Oversight  
and Accountability Commission  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, California 95811

**ATTACHMENT 3: Proposal/Proposer Certification Sheet**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures by a representative authorized to bind the organization. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Place all required attachments with this certification sheet.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document.

**An Unsigned Proposal Certification May Be Cause for Rejection**

<b>Company Name</b>	<b>Telephone Number</b>
<b>Address</b>	<b>Fax Number</b>
<b>Contact Name</b>	<b>Title</b>
<b>Authorized Signature</b>	<b>Date</b>

**ATTACHMENT 4: Proposal Cover Letter**

**Title: MHSOAC's Early Intervention Evaluation**

The undersigned proposer hereby proposes to provide the services specified in Request for Proposal Number MHSOAC-12-007.

Proposer Name:

Pursuant to the attached provisions of this program, our all-inclusive amount is entered below.

Total Amount of Proposal:

**ATTACHMENT 5: Proposer Qualifications**

**MHSOAC's Early Intervention and Evaluation**

**Proposer Name:**

The Proposer Qualifications summary is required. Sections 1 through 7 below will be used to determine if the minimum qualifications are met and Sections 1 through 10 will be used to determine the score for the desired qualifications. This narrative should clearly explain how the proposer meets the minimum qualifications. If a team is proposed, indicate which individual on the team has the requisite experience. A maximum of 14 pages may be submitted for the Proposer Qualifications summary. The following sections should be utilized to describe the proposer's experience:

1. Comparable experience in program evaluation, including experience evaluating public mental health systems
2. Experience that demonstrates capability to manage a project of similar duration and funding
3. Comparable experience in advanced data management and data analysis
4. Demonstrated experience in setting up and working with consumer/family advisory groups and working with other stakeholders, including local program, data, and research experts
5. Experience in evaluating cultural competence and reducing mental health disparities and in culturally competent approaches to evaluation
6. Experience in incorporating concepts of client and family resilience and recovery into evaluations
7. Experience working with public datasets, including entering into Data Sharing Memoranda of Understanding (MOUs) for access to public data, that included full Health Insurance Portability and Accountability Act (HIPAA) compliance
8. Demonstrated successful experience with MHSA evaluation
9. Familiarity and demonstrated experience with age-specific, evidence-based mental health practices
10. Extensive experience related to minimum qualifications

**ATTACHMENT 6: Proposal Narrative**

**MHSOAC's Early Intervention Evaluation**

Proposer Name:

In this attachment, the proposer shall also detail qualifications of the fiscal entity and key personnel and provide a description of how they will conduct the strategies and activities associated with the development and completion of the MHSOAC's Early Intervention Evaluation. Refer to Sub-Section 5 "Proposal Narrative" of Section E Proposal Requirements for more details. A maximum of 10 pages may be submitted for this narrative.

Describe how the Proposer will conduct the activities associated with the development and completion of the MHSA Early Intervention Evaluation.

**ATTACHMENT 7: Work Plan**

<b>Proposer Name:</b>
-----------------------

<b>DELIVERABLE 1: Use of PEI Funds for Early Intervention</b>	<b>Responsible Staff</b>	<b>Timeline</b> Key Milestones; Projected Start Date; and Projected Completion Date for each Essential Element

**ATTACHMENT 7: Work Plan**

<b>Proposer Name:</b>
-----------------------

<b>DELIVERABLE 2:</b> Evaluation of at least three (3), Early Intervention Program Efforts	<b>Responsible Staff</b>	<b>Timeline</b> Key Milestones; Projected Start Date; and Projected Completion Date for each Essential Element
Specify selected area of early intervention		
Specify selected area of early intervention		
Specify selected area of early intervention		

**ATTACHMENT 7: Work Plan**

<b>Proposer Name:</b>
-----------------------

<b>DELIVERABLE 3: Final Report</b>	<b>Responsible Staff</b>	<b>Timeline</b> Key Milestones; Projected Start Date; and Projected Completion Date for each Essential Element

**ATTACHMENT 8: Cost Proposal Sheet**

<b>Proposer Name:</b>
-----------------------

<b>DELIVERABLES:</b>	<b>Proposed Amounts</b>
1. Use of PEI Funds for Early Intervention	\$
2. Evaluation of Early Intervention Program/Efforts (May list at least three (3) by sub-deliverables)	\$
3. Final Report	\$
<b>TOTAL AMOUNT FOR ALL DELIVERABLES:</b>	<b>\$</b>

**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: If applicable**

**DARFUR CONTRACTING ACT CERTIFICATION**

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

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

**OPTION #1 - CERTIFICATION**

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

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

<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 11: Secretary of the State Registration**

Proposer must provide evidence of registration with the Secretary of the State to do business in California.

**Attachment: 12 Proposal Review Tool**

**Stage 1 –Administrative Review of Proposal/Format and Cost Requirements**

PASS	FAIL	PROPOSAL/FORMAT REQUIREMENTS
<input type="checkbox"/>	<input type="checkbox"/>	1. Notice of Intent to Apply was timely submitted.
<input type="checkbox"/>	<input type="checkbox"/>	2. The proposal is typewritten on white bond paper using 12-point font. Left and right margins are at least one inch. Paper size shall be standard letter, 8 ½ by 11 inches. Bound in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
<input type="checkbox"/>	<input type="checkbox"/>	3. No erasures. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial the corrections in ink.
<input type="checkbox"/>	<input type="checkbox"/>	4. All proposals shall include the documents identified in Attachment 1: Checklist and Table of Content. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.
<input type="checkbox"/>	<input type="checkbox"/>	5. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 3: Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) original proposal plus a minimum of five (5) paper copies of the proposal must be submitted to the MHSOAC.
<input type="checkbox"/>	<input type="checkbox"/>	7. The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original.
<input type="checkbox"/>	<input type="checkbox"/>	8. An electronic copy of the proposal, in Word/Excel, as appropriate, on CD-ROM must be submitted to the MHSOAC.
<input type="checkbox"/>	<input type="checkbox"/>	9. All proposals must be submitted under sealed cover and received by the MHSOAC by April 27, 2012, 4:30 PM PST. Proposals received after this date and time will not be considered.
<input type="checkbox"/>	<input type="checkbox"/>	10. Proposer's Federal Employer Identification Number (FEIN); and evidence that Proposer is registered with the California Secretary of State to do business in California. If an individual, a copy is included of appropriate licensure to do business. Note: An organization must be registered with California's Secretary of State if it is a corporation that will be doing business in CA. The registration can be pending at time of bid submission, but must be complete by the time of contract award.
<input type="checkbox"/>	<input type="checkbox"/>	11. Proposer has met all submission requirements.
<b>COST SUBMISSION REQUIREMENTS</b>		
<input type="checkbox"/>	<input type="checkbox"/>	Deliverable 1 shall not exceed 20% of total proposed costs.
<input type="checkbox"/>	<input type="checkbox"/>	Final Report shall not exceed 5% of total proposed costs.



<b>Criteria Minimum Qualification</b>	<b>Excellent 2 points</b>	<b>Adequate 1 point</b>	<b>Fail 0 points</b>
2. Experience that demonstrates capability to manage a project of similar duration and funding			
<b>Criteria Minimum Qualification</b>	<b>Excellent 2 points</b>	<b>Adequate 1 point</b>	<b>Fail 0 points</b>
3. Comparable experience in advanced data management and data analysis			
<b>Criteria Minimum Qualification</b>	<b>Excellent 3 points</b>	<b>Adequate 1-2 points</b>	<b>Fail 0 points</b>
4. Demonstrated experience in setting up and working with consumer/family advisory groups and working with other stakeholders, including local program, data, and research experts			
<b>Criteria Minimum Qualification</b>	<b>Excellent 3 points</b>	<b>Adequate 1-2 points</b>	<b>Fail 0 points</b>
5. Experience in evaluating cultural competence and reducing mental health disparities and in culturally competent approaches to evaluation			
<b>Criteria Minimum Qualification</b>	<b>Excellent 3 points</b>	<b>Adequate 1-2 points</b>	<b>Fail 0 points</b>
6. Experience in incorporating concepts of client and family resilience and recovery into evaluations			

<b>Criteria Minimum Qualification</b>	<b>Excellent 3 points</b>	<b>Adequate 1-2 points</b>	<b>Fail 0 points</b>
7. Experience working with public datasets, including entering into Data Sharing Memoranda of Understanding (MOUs) for access to public data, that included full Health Insurance Portability and Accountability Act (HIPAA) compliance			
<b>Criteria Desired Qualification</b>	<b>Excellent 2 points</b>	<b>Adequate 1 point</b>	<b>Missing 0 point</b>
8. Demonstrated successful experience with MHSA evaluation			
<b>Criteria Desired Qualification</b>	<b>Excellent 2 points</b>	<b>Adequate 1 point</b>	<b>Missing 0 point</b>
9. Familiarity and demonstrated experience with age-specific, evidence-based mental health practices			
<b>Criteria Desired Qualification</b>	<b>Excellent 2 points</b>	<b>Adequate 1 point</b>	<b>Missing 0 point</b>
10. Extensive experience related to minimum qualifications			
<b>Maximum Points Possible for Section: 25</b>	<b>TOTAL SCORE FOR SECTION:</b>		

**Attachment: 12 Proposal Scoring and Evaluation Tools**

**PART TWO:**

**Project Narrative/Work Plan**

**In the Proposal Narrative and Work Plan, the following criteria will be considered:**

1. Deliverable #1—Use of PEI Funds for Early Intervention	Points: 25			
	Excellent 20-25 points	Adequate 15-19 points	Marginal 1-14 points	Missing 0 points
<p>The work plan (Scope of Work) for the development and timely completion of the analysis of MHSA costs and services is well developed, feasible, and appropriate. All required elements are addressed and the proposal clearly details:</p> <ul style="list-style-type: none"> <li>• The key activities, consistent with, at a minimum, all required deliverables</li> <li>• Capacity to meet all RFP objectives</li> <li>• Understanding of and capacity to address the complexity of the tasks involved.</li> <li>• Responsible staff and/or subcontractor with the capability and structure to meet the key activities and deliverables.</li> <li>• Clear plan to involve MHSOAC staff, the MHSOAC Evaluation Committee, counties, CalMHSA/RAND Corporation, and local program, data, and research experts.</li> </ul>				

2. Deliverable #2a— Evaluation of One Early Intervention Program/Effort	Points: 30			
	Excellent 25-30 points	Adequate 15-24 points	Marginal 1-14 points	Missing 0 points
<p>The work plan for the development and timely completion of the Evaluation of one early intervention program/effort implemented by a sufficient number of counties that have common or similar expected outcomes and are far enough along in implementation to support evaluation goals.</p> <p>All required elements are addressed and the proposal clearly details:</p> <ul style="list-style-type: none"> <li>• The key activities, consistent with, at a minimum, all required deliverables</li> <li>• Capacity to meet all RFP objectives</li> <li>• Understanding of and capacity to address the complexity of the tasks involved.</li> <li>• Responsible staff and/or subcontractor with the capability and structure to meet the key activities and deliverables.</li> <li>• Clear plan to involve MHSOAC staff, the MHSOAC Evaluation Committee, counties, CalMHSA/RAND Corporation, and local program, data, and research experts.</li> <li>• Timeline of key activities and deliverables clearly state feasible start and end dates.</li> </ul>				

3. Deliverable #2b— Evaluation of One Early Intervention Program/Effort	Points: 30			
	Excellent 25-30 points	Adequate 15-24 points	Marginal 1-14 points	Missing 0 points
<p>The work plan for the development and timely completion of the Evaluation of one early intervention program/effort implemented by a sufficient number of counties that have common or similar expected outcomes and are far enough along in implementation to support evaluation goals. All required elements are addressed and the proposal clearly details:</p> <ul style="list-style-type: none"> <li>• The key activities, consistent with, at a minimum, all required deliverables</li> <li>• Capacity to meet all RFP objectives</li> <li>• Understanding of and capacity to address the complexity of the tasks involved.</li> <li>• Responsible staff and/or subcontractor with the capability and structure to meet the key activities and deliverables.</li> <li>• Clear plan to involve MHSOAC staff, the MHSOAC Evaluation Committee, counties, CalMHSA/RAND Corporation, and local program, data, and research experts.</li> <li>• Timeline of key activities and deliverables clearly state feasible start and end dates.</li> </ul>				

4. Deliverable #2c— Evaluation of One Early Intervention Program/Effort	Points: 30			
	Excellent 25-30 points	Adequate 15-24 points	Marginal 1-14 points	Missing 0 points
<p>The work plan for the development and timely completion of the Evaluation of one early intervention program/effort implemented by a sufficient number of counties that have common or similar expected outcomes and are far enough along in implementation to support evaluation goals. All required elements are addressed and the proposal clearly details:</p> <ul style="list-style-type: none"> <li>• The key activities, consistent with, at a minimum, all required deliverables</li> <li>• Capacity to meet all RFP objectives</li> <li>• Understanding of and capacity to address the complexity of the tasks involved.</li> <li>• Responsible staff and/or subcontractor with the capability and structure to meet the key activities and deliverables.</li> <li>• Clear plan to involve MHSOAC staff, the MHSOAC Evaluation Committee, counties, CalMHSA/RAND Corporation, and local program, data, and research experts.</li> <li>• Timeline of key activities and deliverables clearly state feasible start and end dates.</li> </ul>				

5. Deliverable #2d— Evaluation of One Early Intervention Program/Effort (optional)	Points: 30			
	Excellent 25-30 points	Adequate 15-24 points	Marginal 1-14 points	Missing 0 points
<p>The work plan for the development and timely completion of the Evaluation of one early intervention program/effort implemented by a sufficient number of counties that have common or similar expected outcomes and are far enough along in implementation to support evaluation goals. All required elements are addressed and the proposal clearly details:</p> <ul style="list-style-type: none"> <li>• The key activities, consistent with, at a minimum, all required deliverables</li> <li>• Capacity to meet all RFP objectives</li> <li>• Understanding of and capacity to address the complexity of the tasks involved.</li> <li>• Responsible staff and/or subcontractor with the capability and structure to meet the key activities and deliverables.</li> <li>• Clear plan to involve MHSOAC staff, the MHSOAC Evaluation Committee, counties, CalMHSA/RAND Corporation, and local program, data, and research experts.</li> <li>• Timeline of key activities and deliverables clearly state feasible start and end dates.</li> </ul>				

6. Deliverable #2e— Evaluation of One Early Intervention Program/Effort (optional)	Points: 30			
	Excellent 25-30 points	Adequate 15-24 points	Marginal 1-14 points	Missing 0 points
<p>The work plan for the development and timely completion of the Evaluation of one early intervention program/effort implemented by a sufficient number of counties that have common or similar expected outcomes and are far enough along in implementation to support evaluation goals. All required elements are addressed and the proposal clearly details:</p> <ul style="list-style-type: none"> <li>• The key activities, consistent with, at a minimum, all required deliverables</li> <li>• Capacity to meet all RFP objectives</li> <li>• Understanding of and capacity to address the complexity of the tasks involved.</li> <li>• Responsible staff and/or subcontractor with the capability and structure to meet the key activities and deliverables.</li> <li>• Clear plan to involve MHSOAC staff, the MHSOAC Evaluation Committee, counties, CalMHSA/RAND Corporation, and local program, data, and research experts.</li> <li>• Timeline of key activities and deliverables clearly state feasible start and end dates.</li> </ul>				

7. Deliverable #2f— Evaluation of One Early Intervention Program/Effort (optional)	Points: 30			
	Excellent 25-30 points	Adequate 15-24 points	Marginal 1-14 points	Missing 0 points
<p>The work plan for the development and timely completion of the Evaluation of one early intervention program/effort implemented by a sufficient number of counties that have common or similar expected outcomes and are far enough along in implementation to support evaluation goals. All required elements are addressed and the proposal clearly details:</p> <ul style="list-style-type: none"> <li>• The key activities, consistent with, at a minimum, all required deliverables</li> <li>• Capacity to meet all RFP objectives</li> <li>• Understanding of and capacity to address the complexity of the tasks involved.</li> <li>• Responsible staff and/or subcontractor with the capability and structure to meet the key activities and deliverables.</li> <li>• Clear plan to involve MHSOAC staff, the MHSOAC Evaluation Committee, counties, CalMHSA/RAND Corporation, and local program, data, and research experts.</li> <li>• Timeline of key activities and deliverables clearly state feasible start and end dates.</li> </ul>				

8. Deliverable #3—Final Report	Points: 15			
	Excellent 12-15 points	Adequate 7-11 points	Marginal 1-6 points	Missing 0 points
<p>The work plan for the development and timely completion of the final written report is well developed, feasible, and appropriate. All of the required elements are addressed and it clearly details:</p> <ul style="list-style-type: none"> <li>• The key activities and deliverables</li> <li>• Capacity to meet all RFP objectives</li> <li>• Understanding of and capacity to address the complexity of the tasks involved.</li> <li>• Responsible staff and/or subcontractor with the capability and structure to meet the key activities and deliverables.</li> <li>• Clear plan to involve MHSOAC staff, the MHSOAC Evaluation Committee, counties, CalMHSA/RAND Corporation, and local program, data, and research experts.</li> <li>• Timeline of key activities and deliverables clearly state feasible start and end dates.</li> </ul>				
<b>Maximum Points Possible: 220</b>			<b>TOTAL SCORE :</b>	

**ATTACHMENT 12: Proposal Scoring and Evaluation Tools**

**Stage 3 – Evaluation of Cost Proposal**

<b>Work Plan</b>	<b>Point Value of Component</b>	<b>Points Awarded</b> (See Section 7 for scoring details)
Deliverable 1 shall not exceed 20% of total proposed cost	<b>Pass/Fail</b>	
Final Report shall not exceed 5% of total proposed cost	<b>Pass/Fail</b>	
Part Three: Cost Points	<b>49</b>	

**Stages 4 & 5 – Combine Scores for Stage 2 and Stage 3 and Application of Preferences**

<b>Work Plan</b>	<b>Point Value of Component</b>	<b>Points Awarded</b>
Part One: Proposer's Experience and Part Two: Project Narrative/Work Plan	<b>245</b>	
Part Three: Cost Points	<b>49</b>	
<b>Total Points Possible</b>	<b>294</b>	
Preference Points for Small Business		
Preference Points for DVBE		
<b>Total Score</b>		

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>MHSOAC-12-007</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTOR'S NAME

2. The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_

3. The maximum amount of this Agreement is: \$ \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 3 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 7 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions N/A page(s)

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Mental Health Services Oversight and Accountability Commission		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Sherri Gauger, Executive Director		
ADDRESS 1300 17 <sup>th</sup> Street, Suite 1000, Sacramento, CA 95811		
		<input checked="" type="checkbox"/> Exempt per: W&I 5897(e)

**EXHIBIT A**

**SCOPE OF WORK**

1. The Contractor, agrees to provide the Mental Health Services Oversight and Accountability Commission (MHSOAC) with all equipment, materials, supplies, personnel, transportation, licenses, and permits necessary to perform the work stated herein:
2. The services shall be performed at (location).
3. The services shall be provided during regular business hours, Monday through Friday, except holidays.
4. The project representatives during the term of this agreement will be:

State Agency: Mental Health Services Oversight and Accountability Commission	Contractor:
Name:	Name:
Phone:	Phone:
E-Mail:	E-Mail:

Direct all administrative inquiries to:

State Agency: Mental Health Services Oversight and Accountability Commission	Contractor:
Section/Unit:	Section/Unit:
Attention: Accounting Office	Attention:
Address: 1300 17 <sup>th</sup> Street, Suite 1000 Sacramento, CA 95811	Address:
Phone:	Phone:
Fax:	Fax:
E-Mail:	E-Mail:

5. Detailed Description of Work to Be Performed:

A) Introduction and Guiding Principles

The successful Proposer must propose a Scope of Work to assess the use and impact of MHSA funds for early intervention programs. The work should include the desired practices and outcomes specified in the MHSA, summarized in Objectives and Deliverables.

The Proposer must also propose a Scope of Work for an outcome evaluation of at least three early intervention programs that i) are being implemented by a sufficient number of counties, ii) have sufficiently common or similar expected outcomes to allow a synthesis of data, and iii) are far enough along in

implementation to generate valid and reliable data. Additional points will be rewarded for proposals to evaluate one or more additional early intervention programs beyond the required three. The evaluation can be based on reliable and valid data collected by counties, evaluations conducted by the Proposer, or a combination, to be specified in the proposal.

B) Data Requirements, Sources and Challenges

The Proposer must develop reports based on analysis of any/all of the following: 1) evaluation data collected by county mental health programs; 2) new data that the Proposer might obtain in collaboration with counties and/or their contractors; 3) data from other relevant evaluations; and 4) any other relevant information.

C) Possible Data Sources

Primary information and data sources that might be available include:

- a. Completed and ongoing evaluations by counties, contractors, and independent evaluations
- b. External state and county data sources such as vital statistics, population
- c. UCLA Report: Summary and Synthesis of PEI Evaluations and Data Elements
- d. UCLA Public Health System: Proposition 63, Brief 6 of 7: Prevention and Early Intervention Report
- e. MHSOAC PEI Trends Report
- f. County MHSA plans, plan updates, and annual updates
- g. Counties' annual Revenue and Expenditure Reports
- h. Logs of grievances and/or complaints.

Since its inception in 2005, MHSA-related programs and services have become more meaningfully integrated within county mental health systems of care. While it is important to demonstrate a clear accountability for MHSA funds it is also important to recognize that the data, analysis, and objectives specified by this RFP may include more than distinct MHSA-funded or partially MHSA-funded programs.

D) Data Analysis Requirements

The approach to data analysis for the deliverables requiring such analysis must include the following:

- a. Early intervention practices to be assessed must include those specified in the MHSA or associated systems of care statutes (summarized in Objective for Deliverable #1)
- b. Client/individual outcomes to be evaluated must include those specified in the MHSA or associated system of care statutes.
- c. Data analysis should be disaggregated to determine the differential impact on various populations including age, gender, language, and race/ethnicity.
- d. All data used in analyses should be timely and of a high quality.

- e. The analysis must be clear, credible, accurate, non-biased, meaningful, and specify the outcomes, methods, conclusions, and recommendations in understandable terms. Reports need to be both technically accurate and understandable to the broad spectrum of those interested in the MHSA.
- f. Data must be handled in accordance with human subjects' protection, confidentiality, privacy, security and HIPAA requirements.
- g. Any county-specific data analyses shall take into account, at a minimum, the context of:
  - 1) County characteristics (e.g. demographics, funding, etc.),
  - 2) County service delivery factors (e.g. who is served and what services are provided).
- h. The evaluation should include recommendations for data system improvements and needed system resources. The evaluation should support and encourage continuous quality improvement efforts on the part of the state, counties, and providers in data collection and analysis.

E) Coordination, Collaboration, and Consistency with MHSA Values

In conducting the evaluation of MHSA-funded early intervention programs, it will be critical for the Proposer to bring an approach and philosophy to the research that mirrors the innovation, vision, and values of the MHSA. Beyond being able to conduct a credible evaluation that meets the terms and conditions of the RFP's scope of work and deliverables, the selected Proposer must be ready and able to work with MHSA stakeholders, individuals with mental illness and their family members, representatives of California's diverse communities, and service providers to create an evaluation that is guided and informed by those who are most closely touched by the mental health system. This evaluation should further strengthen and support both stakeholder and local efforts to enhance and expand service delivery in ways that further/promote recovery and wellness, focus on prevention and early intervention for diverse individuals with and at risk of serious mental illness, and transform the public's perception of and support for mental health issues. Diverse individuals living with mental illness, their family members and/or caregivers, individuals across the lifespan, and individuals from traditionally unserved and underserved communities will be involved throughout the evaluation.

The selected Proposer should expect to coordinate with the RAND Corporation and CalMHSA, who, with support from the MHSOAC and its Evaluation Committee, are developing a statewide framework for evaluation of the PEI component of the MHSA. RAND is also under contract with CalMHSA to evaluate statewide PEI programs to prevent suicide, prevent and reduce stigma and discrimination related to mental illness, and promote student mental health, including development of a strategic plan for this effort. RAND is also working with

some counties to provide training and technical assistance regarding evaluation of PEI programs.

The selected Proposer should expect to coordinate with counties' PEI evaluation efforts: for example, the Indicators, Data Evaluation Accountability Committee of the California Mental Health Directors Association that is providing coordination and peer support related to county evaluations and data systems.

The selected Proposer is expected to establish expert advisory mechanisms, including ways to obtain advice from diverse mental health consumers and their family members and local (county) data experts.

It will be important for the evaluation to build on existing county evaluations, including efforts by the California Institute of Mental Health's Palette of Measures Project. Though primarily focused on evidence-based treatment, some counties, notably Los Angeles, have applied the Palette of Measures approach to early intervention efforts.

It will also be helpful for the Proposer, where possible, to build on existing frameworks such as the Institute of Medicine's 6 Aims (safe, effective, efficient, personalized, timely and equitable), the U.S. Department of Health and Human Services Office of Minority Health (2001) National Standards for Culturally and Linguistically Appropriate Services, and the American Evaluation Association State on Cultural Competence in evaluation.

#### F) Communication

The selected Proposer, in consultation with the MHSOAC, is expected to develop a method and timetable for ongoing communication of progress including dissemination process for reports. Specifically, the Proposer shall:

- a. Maintain ongoing interaction with MHSOAC staff and MHSOAC Evaluation Committee
  - 1) Participate in bi-weekly briefing calls with staff
  - 2) Provide written quarterly evaluation status updates
  - 3) Provide periodic updates to other MHSOAC Committees as needed
- b. Consult with and disseminate findings from evaluation to the broad and varied groups interested in the MHSA and California's public mental health system and services.

#### G) Deliverables

All deliverables for this RFP refer to counties' early intervention programs within the Prevention and Early Intervention MHSA component. Deliverables from the Proposer must be in an electronic format (to be agreed upon prior to start of work)

that is easily posted on the MHSOAC website, pursuant to Government Code Section 11135 in compliance with accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended and regulations implementing that act. A hardcopy of the final approved deliverables must also be submitted.

The Proposer must list in their proposal the lump sum or fixed price of each deliverable using Attachment 8: Cost Proposal Sheet. Below is the list of deliverables requested through this RFP.

### **Deliverable #1—Use of PEI Funds for Early Intervention**

#### Objective for Deliverable #1

Design relevant metrics, perform statistical analyses, and produce reports that document the extent to which and ways counties are using PEI funds for early intervention (total and subdivided by fiscal year and by county):

- a. Determine total amount of MHSA PEI funds spent on early intervention programs
- b. Determine who is being served by PEI early intervention programs, including individuals with serious mental illness, individuals at risk of serious mental illness, and relevant demographics
- c. Determine what kinds of early intervention programs are being implemented, including at a minimum
  - 1) To what extent and in what ways PEI funds are being used to provide outreach to families, employers, primary care health care providers and others to increase early recognition and effective referrals to treatment for people who exhibit signs of potentially serious and disabling mental illness?
  - 2) To what extent and in what ways PEI funds are being used to provide access and linkage to necessary care provided by county mental health programs for children (including transition-age youth) with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and for adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions as practicable?
  - 3) To what extent and in what ways PEI funds are being used to provide timely brief treatment to individuals with early indications of a potentially serious and disabling mental illness, reduce duration of untreated mental illness, and assist people quickly to regain productive lives?
  - 4) To what extent and in what ways are counties providing early intervention programs that are similar to those provided under other programs effective in preventing mental illnesses from becoming severe, and that also include components similar to programs that have been successful in reducing the duration of untreated severe mental illnesses and assisting people in quickly regaining productive lives?

### Work Product/Report for Deliverable #1

Report submitted electronically and hard copy by January 31, 2013 that:

- a. Specifies statewide and county-specific amount of funds spent on early intervention, by fiscal year;
- b. Breaks out of early intervention target population (early manifestation of emotional disturbance or mental illness and relevant demographics), mental health issue addressed, kind of program (e.g. screening, brief treatment), and relevant program features (for example, location, specific features to serve target population, key roles for peers, collaboration and/or integration with other service sectors outside mental health, etc.).
- c. Provides assessment of use of early intervention funds for purposes specified in the MHSA, as described in Objective for Deliverable #2.

Note: Deliverable 1 shall not exceed 20% of total proposed cost

### **Deliverable #2—Evaluation of Early Intervention Program/Efforts**

#### Objective for Deliverable #2

Establish baseline data points and design relevant measures and methods, perform statistical analyses, and produce reports that document the progress and impact that a minimum of three MHSA early intervention programs/efforts are having on individuals at risk of and with serious mental illness and their families. Proposals to evaluate additional MHSA early intervention programs/efforts will receive additional points. Each selected area of early intervention must be implemented by a sufficient number of counties, have common or similar expected outcomes, and be far enough along in implementation to support evaluation goals. Examples of such programs might include programs for: 1) individuals experiencing onset of serious psychiatric illness; 2) older adults in primary care settings with symptoms of depression; 3) transition-age youth with symptoms of a mental illness, especially those exiting the foster care system; 4) survivors of trauma, especially individuals from under-served communities.

Include at a minimum, the following outcomes specified in the MHSA if applicable to the selected early intervention effort:

- a. Reduce the duration of untreated severe mental illnesses
- b. Prevent mental illness from becoming severe and disabling
- c. Improve timely access to services for underserved populations
- d. Reduce stigma and discrimination associated with either being diagnosed with a mental illness or seeking mental health services.

- e. Reduce negative outcomes associated with having an untreated mental illness
  - 1) Suicide
  - 2) Incarcerations
  - 3) School failure or drop out
  - 4) Unemployment
  - 5) Prolonged suffering
  - 6) Homelessness
  - 7) Removal of children from their homes

Work Product/Report for Deliverable #2

Three or more reports each submitted electronically and hard copy by a date to be specified by the proposer. Each report shall specify the cumulative statewide impact (outcomes) to date of each selected early intervention program or effort. Proposer will specify and describe each early intervention effort to be evaluated, including the number of counties expected to be included in each evaluation. Evaluation of a minimum of three such multi-county early intervention efforts is required; extra points will be awarded for evaluation of three additional early intervention efforts.

Current contract term is one year with an option to extend if necessary.

<b>Deliverable #3—Final Report</b>
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Objective for Deliverable #3

- a. Design relevant metrics, perform statistical analyses, and produce reports that document what practices are contributing to positive outcomes and therefore should be continued and replicated
  - 1) Develop methodologies to assess promising community-based early intervention approaches in order to build a base of evidence
- b. Provide recommendations based on evaluation findings to guide the MHSOAC to support counties to measure the impact of their early intervention programs and to achieve significant positive outcomes from early intervention efforts funded by MHSA PEI component
  - 1) Determine gaps and limitations of available data and make recommendations for improved future county and state evaluations of early intervention programs (and, optionally, PEI component in general)
  - 2) Recommend actions at state and/or local levels to improve quality and outcomes of early intervention services based on evaluation findings
- c. Recommend state and/or local training, technical assistance, and quality improvement activities based on findings from evaluations of MHSA early intervention programs

Work Product/Report for Deliverable #3

Final report to include Objective #3 a.-c. to be submitted by May 31, 2013.

Note: Deliverable shall not exceed 5% total proposed cost.

Current contract term is one year with an option to extend if necessary.

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Contract Number and shall be submitted not more frequently than monthly in arrears.
- C. Payment shall not be due until the later of (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.

#### **2. Instructions to Contractor**

- A. To expedite the processing of invoices, all invoice(s) shall be submitted for review and approval to the following addresses:

MHSOAC  
Attention: Accounting Office  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, CA, 95811

- B. One original and three copies shall be submitted to the MHSOAC.
- C. The following items are required on all invoices:
  - i. Contractor name and address printed on company letterhead or on invoice template provided by MHSOAC Contract Manager
  - ii. Bill to address (see section 2 A above)
  - iii. Services or products provided should be properly itemized
  - iv. Date(s) of services or deliverables provided
  - v. MHSOAC contract number
  - vi. Invoice date
  - vii. Invoice total
  - viii. Authorizing signature

#### **3. 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.

**4. Budget**

Charges/rates shall be computed in accordance with the budget detail included below. If major budget categories are listed in the budget detail section below, the cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without MHSOAC approval so long as the total amount budgeted for the FY is not exceeded.

**5. 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.

**6. Budget Detail – (Contractor’s Cost Proposal will be inserted here)**

<b>DELIVERABLES:</b>	<b>Proposed Amounts</b>	<b>Due Date</b>
1. Use of PEI Funds for Early Intervention	\$	January 31, 2013
2. Evaluation of Early Intervention Program/Efforts	\$	NA
3. Final Report	\$	May 31, 2013
<b>TOTAL AMOUNT FOR ALL DELIVERABLES:</b>	<b>\$</b>	

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. SUBCONTRACTS**

Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for Bid, 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 (MHSOAC), but does not necessarily represent the views of the MHSOAC or any of its employees except to the extent, if any, that it has formally been approved by the MHSOAC. For information regarding any such action, communicate directly with the MHSOAC at 1300 17<sup>th</sup> Street, Suite 1000, Sacramento, CA 95811. Neither the MHSOAC 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 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**

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 beneath the name of 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. DVBE**

Unless specifically waived by the Executive Director of the MHSOAC, the Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

#### **18. 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.

#### **19. 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 and any such law above referred to, then the Contractor shall immediately notify the State in writing.

## **20. 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.

## **21. 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, 1300 17th Street, Suite 1000, Sacramento, California 95811. 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.

## **22. 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.

### **23. 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.

### **24. AUDITS, 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.

### **25. 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 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.

## EXHIBIT E

### CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

#### 1. 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 (CFR), and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code 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. Permitted Uses and Disclosures of IIHI by the Contractor.
- i. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
  - ii. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
    - a. Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
    - b. Use IIHI to provide data aggregation services to the MHSOAC. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Contract with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the MHSOAC.
- C. Safeguards. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide the MHSOAC with information concerning such safeguards as the MHSOAC may reasonably request from time to time.

The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of MHSOAC information on portable electronic media (e.g., floppy disks and CD-Rom) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop

computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

D. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy. The Contractor shall:

- i. Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - a. Network-based firewall and/or personal firewall
  - b. Continuously updated anti-virus software
  - c. Patch-management process including installation of all operating system/software vendor security patches
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all MHSOAC confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

E. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

F. Notification of Breach. During the term of this Agreement:

- i. Discovery of Breach. Contractor shall immediately notify the MHSOAC Information Security Officer by telephone call plus e-mail upon the discovery of breach of security of IIHI in all forms (paper, electronic, or oral) if the IIHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of IIHI in violation of this Agreement, or potential loss of confidential data affecting this

Agreement. If the incident occurs after business hours or on a weekend or holiday and involves IIHI, notification shall be provided by calling the MHSOAC Information Security Officer. Contractor shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- ii. Investigation of Breach. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of IIHI or confidential data. Within 72 hours of discovery (of the breach), Contractor shall notify the MHSOAC Information Security Officer of:
- a. What data elements were involved and the extent of the data involved in the breach,
  - b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed IIHI or confidential data,
  - c. A description of where the IIHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
  - d. A description of the probable causes of the improper use or disclosure; and
  - e. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- iii. Written Report. Contractor shall provide a written report of the investigation to the MHSOAC Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- iv. Notification of Individuals. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The MHSOAC Information Security Officer shall approve the time, manner and content of any such notifications.
- v. MHSOAC Contact Information. Contractor shall direct communications to the MHSOAC Information Security Officer and the Contractor shall initiate contact as indicated herein. MHSOAC reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer**  
**Mental Health Services Oversight and Accountability Commission**  
**1300 17<sup>th</sup> Street, Suite 1000**  
**Sacramento, CA 95811**  
**Phone: (916) 445-8696**  
**E-mail: MHSOAC@mhsoac.ca.gov**

- G. Agents and Subcontractors of the Contractor. Contractor shall ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from, or created or received by the Contractor under this Agreement, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- H. Internal Practices. Contractor shall make Contractor's internal practices, books and records relating to the use and disclose of IIHI received from MHSOAC, or created or received by the Contractor under this Agreement, available to MHSOAC, or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by MHSOAC, by the Secretary, for purposes of determining MHSOAC's compliance with the HIPAA regulations.
- I. Employee Training and Discipline. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
- J. Effect of Termination. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from MHSOAC (or created or received by Contractor under this Agreement that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.
- K. Miscellaneous Provisions.
  - i. Disclaimer. MHSOAC makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.
  - ii. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to MHSOAC at no cost to MHSOAC to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against MHSOAC, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its

subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

- a. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than MHSOAC or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- b. Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- c. Regulatory References. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- d. Survival. The respective rights and obligations of Contractor under this Agreement shall survive the termination or expiration of this Agreement.

## **2. VIOLATIONS**

Violations reported to U.S. Department of Health and Human Services. Upon MHSOAC's knowledge of a material breach of this Agreement by Contractor, that has not been cured or for which termination of the Agreement is not feasible, the MHSOAC Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

## **3. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

MHSOAC may terminate this Agreement, effective immediately, if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.

**ATTACHMENT 14: Payee Data Record (STD 204)**

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

**ATTACHMENT 15**

**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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to 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.ols.dgs.ca.gov/Standard+Language/default.htm>

**ATTACHMENT 16:**

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
BID INCENTIVE INSTRUCTIONS**

(09/03/09)

**Please read the instructions carefully before you begin.**

**AUTHORITY** - The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

**This solicitation does not include a minimum DVBE participation percentage or goal.**

**DVBE BID INCENTIVE** - A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

- As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.
- (2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

**INTRODUCTION** -Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document).

Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.** Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

**Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”)** who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

**THE DVBE BUSINESS UTILIZATION PLAN (BUP):** DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

**THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:**

**Awarding Department:** Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

**Other State and Federal Agencies, and Local Organizations:**

**STATE:** Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov) To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to

subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov). For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: [OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov).

**FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at [www.ccr.gov/](http://www.ccr.gov/) to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

**LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select: DVBE Local Contacts (New 02/09) (pdf).

## RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select:

- DVBE Trade Paper Listing (New 02/09) (pdf)
- DVBE Focus Paper Listing (New 02/09) (pdf)

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**U.S. Small Business Administration (SBA):**  
Use the Central Contractor Registration (CCR) on-line database.  
*Internet contact only* –Database: [www.ccr.gov/](http://www.ccr.gov/).

**FOR:**  
Service-Disabled Veteran-owned businesses in California  
(Remember to verify each DVBE's California certification)

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**Local Organizations:** Go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select: DVBE Local Contacts (New 02/09) (pdf)

**FOR:**  
List of potential DVBE subcontractors

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**DGS-PD EProcurement**  
Website: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)  
Phone: (916)375-2000  
Email: [eprocure@dgs.ca.gov](mailto:eprocure@dgs.ca.gov)

**FOR:**  
SB/DVBE search  
CSCR ad  
Click on training tab to access eProcurement Training Modules including Small Business SB/DVBE Search

**DGS-PD Office of Small Business and DVBE Services (OSDS)**

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

**FOR:**

Directory of CA DVBE  
Certification applications  
Certification status  
General DVBE info  
DVBE Utilization Plan  
SB/DVBE Advocates

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**Commercially Useful Function Definition**

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a 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.
- 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, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.