

**REQUEST FOR PROPOSAL (RFP)**

**RFP 12MHSOAC015**

**INNOVATION EVALUATION**



**WELLNESS • RECOVERY • RESILIENCE**

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**State of California  
Mental Health Services Oversight and Accountability Commission  
February 6, 2013**

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## I. INTRODUCTION

The California Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission) is seeking a contractor to evaluate the counties' design and implementation of the California Mental Health Services Act (MHSA or Act) Innovative Programs, among other activities and deliverables to be named in this Request for Proposal (RFP).

For this RFP, the MHSOAC is requesting proposals for a contractor to address the Deliverables 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 (GTC) and Contract Certification Clauses (CCC). A copy of each of these documents is included in the RFP as **ATTACHMENT 12**, Exhibit C, and **ATTACHMENT 14**.

Subcontractors are permitted by the MHSOAC for this contract. The Contractor shall manage and coordinate subcontractor activities.

Proposers are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of proposals cannot be overemphasized. Please note that no 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 must be submitted directly to the MHSOAC RFP Contracts Unit through BidSync.

### A. Purpose and Description of Services

This evaluation represents another step toward continuous assessment of the California public community-based mental health system, funded by MHSA. This MHSOAC evaluation focuses on accountability and quality improvement and is guided by MHSA values and principles. The purpose of this evaluation is to assess the evaluation designs and efforts that have been implemented by counties throughout the state of California in response to receipt of MHSA funds for Innovative Programs. MHSA Innovative Programs are intended to pilot and evaluate time-limited new or changed mental health practices, with a primary focus on contributing to learning rather than on providing service. Innovation funds are intended to provide counties with the opportunity to test new/changed approaches with the potential to strengthen current and future mental health practices in the originating county and throughout California communities.

The overarching goal of this evaluation effort is to develop a process or system that enables counties to carry out effective evaluations that promote informed decision-making regarding adoption of effective Innovative Programs. Such a system shall ultimately include steps that support continuous quality improvement of mental health services and systems throughout

California. Development of this process(es) or system shall be based on information obtained via an initial inventory and assessment of Innovation evaluations. Ultimately, data-driven principles and tools for conducting high quality Innovation evaluations will be developed and incorporated into a system that shall provide counties with readily available and usable tools and/or technical assistance on an ongoing basis. This system shall also be feasible for the MHSOAC and/or other appropriate entities to provide on an ongoing basis.

The more specific focus of this evaluation is on assessing counties' Innovation evaluations and using information obtained for that evaluation to develop data-driven strategies to strengthen these evaluations. A secondary focus is to provide feedback and technical assistance to counties regarding their specific Innovation evaluations. The goal of both the evaluation and technical assistance is to develop and provide tools to counties that enable their Innovation evaluations to be used as intended to promote adoption of successful Innovation practices.

Counties receive MHSA Innovation funds for the purpose of designing, piloting, and evaluating the efficacy of new or changed mental health approaches that are consistent with MHSA values and intended outcomes. The broader goal is for the originating counties to adopt, implement, and disseminate successful approaches that they have demonstrated to be effective through their Innovation evaluations with the hope that other counties will also adopt successful practices. As such, the core of each Innovative Program is an evaluation that is intended to support counties in making data-driven decisions about incorporating new or revised effective practices into their existing systems and services.

Due to the significance of the evaluation that must be implemented as the primary focus of each Innovative Program, the MHSOAC intends to assess and help strengthen county-level Innovation evaluations via the scope of this work so that counties may be better equipped to make data-driven decisions regarding adoption (or rejection) of approaches tested via Innovative Programs. An ideal decision-making process would involve county-level consideration of the efficacy of Innovation approaches that individual counties have carried out and evaluated themselves, as well as consideration of approaches piloted, evaluated, and adopted by other counties (i.e., cross-county consideration). This latter consideration to adopt another county's Innovative Program is dependent on clear, accurate, and up-to-date dissemination activities carried out by counties regarding their successful Innovative Programs.

A full description of the scope of work for this contract and all associated deliverables is provided in the "Scope of Work and Deliverables" section. Further details about the MHSA, the MHSOAC, and the Innovation component can be found in the "Background" section of this document, as well as on the MHSOAC website: [www.mhsoac.ca.gov](http://www.mhsoac.ca.gov).

## **B. Key Activities and Dates**

Key activities including dates and times for this RFP are presented below. An addendum will be released if the dates change for the asterisked (\*) activities.

Activity	Action Date & Time
RFP Release	February 6, 2013
Deadline for Written Questions*	February 20, 2013 by 4:30 p.m.
Distribute Questions/Answers and Addenda (if any to RFP)	February 25, 2013 by 4:30 p.m.
Mandatory Notice of Intent	February 27, 2013 by 4:30 p.m.
<b>Deadline to Submit Proposals</b>	March 14, 2013 by 4:30 p.m.
Notice of Proposed Award	March 28, 2013
Contract Start Date	May 1, 2013

### C. Available Funding

There is a maximum of up to \$300,000.00 available for the contract resulting from this RFP. Please note that the timeline for completion of all deliverables outlined in this contract is between 12 and 24 months. These funds are provided through the three point five percent (3.5%) MHSOAC state administration fund. This is a deliverables-based contract based on a lump sum or fixed price for each deliverable to begin in the current fiscal year on May 1, 2013. 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.

### D. Written Questions

During the RFP process, questions of clarification about this RFP must be directed to the Contracts Unit listed in the Contact Information section below. Inquiries shall be put in writing and communicated through [www.bidsync.com](http://www.bidsync.com) by 4:30 p.m. Pacific Standard Time (PST) February 20, 2013. 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 [www.bidsync.com](http://www.bidsync.com). Any material changes to the RFP will be made in the form of an addendum. Please note that no verbal information given will be binding upon the MHSOAC unless such information is confirmed in writing as an official addendum to all parties/participants.

### E. Responses to Written Questions

The MHSOAC Contracts Unit will provide responses to written inquiries about this RFP that are received through BidSync and post the responses on BidSync and the MHSOAC website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) by February 25, 2013.

## F. Mandatory Letter of Intent

A Notice of Intent (**ATTACHMENT 2**) for the MHSOAC Innovation Evaluation Contract is due by February 27, 2013 to the MHSOAC Contracts Unit, or if by mail postmarked by February 27, 2013. This is a mandatory letter that indicates a proposer's intent to submit a proposal. Proposals will not be accepted by the MHSOAC unless a letter of intent is received or postmarked by the date listed above. Please note that this mandatory letter will not be accepted via fax or email.

## G. Contact Information

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## II. SCOPE OF WORK AND DELIVERABLES

### A. About This Section

This section describes the contract scope of work and deliverables. The deliverable due dates and funding for each of the deliverables are to be determined by the Proposer and listed in **ATTACHMENT 7**.

### B. Background

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

In November 2004, California voters passed Proposition 63, the MHSA. Section 10 of the MHSA (Welfare and Institutions Code Section 5845) established the MHSOAC and defined the creation and composition of the Commission.

The MHSOAC oversees the Adults and Older Adults Systems of Care Act; Human Resources; Innovative Programs; Prevention & Early Intervention Programs; and the Children's Mental Health Services Act.

The role of the MHSOAC is to oversee the implementation of the MHSA. The MHSOAC is also responsible for developing strategies to overcome stigma. At any time, the MHSOAC may advise the Governor or the Legislature on mental health policy.

The MHSOAC has a statutory mandate to evaluate California’s public community-based mental health system. MHSOAC evaluations may focus on how MHSA funding has been used, what outcomes have resulted from those investments, and quality improvement efforts to assess and strengthen services and programs in order to maximize positive outcomes for all populations, including reducing disparities in access to services, quality of care, and outcomes.

The Act and regulations emphasize an expectation for participatory planning that 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. The engagement and participation of these stakeholders should play a significant role in MHSA-funded efforts, including meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations.

## **B.2 MHSA Values (“General Standards”)**

Specific values are to be embedded throughout MHSA planning, policy development, implementation, and evaluation. These values are codified in the California Code of Regulations, Title 9, section 3320 and/or by actions of 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 (e.g., mental illness and substance abuse) are treated efficiently and in a cost-effective manner.

### **B.3 MHSA Funding**

The Act establishes a one percent (1%) tax on personal income in excess of one (1) million dollars. To date, more than eight (8) billion dollars in new resources for the public community mental health system have been generated via the MHSA.

These funds are dedicated in specified proportions for the following components: Community Services and Supports (CSS), which includes children (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.

### **B.4 Roles and Responsibilities of Counties and MHSOAC**

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 was established via the MHSA to provide oversight and accountability for the California community mental health system, including, but not limited to, services and programs funded by MHSA revenues. The Commission is committed to:

- Effective oversight and accountability that may be achieved via evaluation of MHSA outcomes and the services and systems of the community-based public mental health system.
- An approach of continuous, action-oriented evaluation where learning takes place based on completed evaluations, and forthcoming evaluations are built upon the results and recommendations that stem from completed evaluations.
- An approach of continuous quality improvement—tracking/monitoring and evaluating outcomes in a manner that supports critical system-wide improvements.

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

### **B.5 Innovative Programs—Statute and Regulations**

#### *Purposes of Innovative Programs*

Welfare and Institutions Code (WIC), section 5830, provides for the use of MHSA funds for Innovative Programs (Innovations or INN). The MHSA does not define “Innovative Programs”. The MHSA does state that all projects included in the Innovative Program portion of the county plan shall meet the following requirements:

Address one of the following purposes as its primary purpose:

- Increase access to underserved groups
- Increase the quality of services, including measurable outcomes
- Promote interagency and community collaboration
- Increase access to services.

Support innovative approaches by doing one of the following:

- Introducing new mental health practices or approaches, including, but not limited to, prevention and early intervention,
- Making a change to an existing mental health practice or approach, including, but not limited to, adaptation for a new setting or community, or
- Introducing a new application to the mental health system of a promising community-driven practice or an approach that has been successful in non-mental health contexts or settings.

If an Innovative Program has proven to be successful and a county chooses to continue it, the work plan shall transition to another category of funding as appropriate.

#### *Scope of Innovation Programs*

Consistent with the MHSOAC policy guidance for the Innovation component, the MHSA allows counties the broadest possible scope to pilot new and adapted mental health approaches. WIC section 5830 provides:

An innovative Program may affect virtually any aspect of mental health practices or assess a new or changed application of a promising approach to solving persistent, seemingly intractable mental health challenges, including, but not limited to, any of the following:

- Administrative, governance, and organizational practices, processes, or procedures.
- Advocacy.
- Education and training for service providers, including nontraditional mental health practitioners.
- Outreach, capacity building, and community development.
- System development.
- Public education efforts.
- Research.
- Services and interventions, including prevention, early intervention, and treatment.

#### **B.6 MHSOAC Responsibilities for Innovation Programs**

The MHSA, as originally adopted by California voters, stated, “County mental health programs shall receive funds for their Innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission.” In March 2011, the MHSA was amended by Assembly Bill 100, Chapter 5 of Statutes of 2011 (AB 100) to state, “It is the intent of the Legislature to streamline the approval processes of the State Department of Mental Health

and the Mental Health Services Oversight and Accountability Commission of programs developed pursuant to Sections 5891 and 5892.... In eliminating state approval of county mental health programs, the Legislature expects the state, in consultation with the Mental Health Services Oversight and Accountability Commission, to establish a more effective means of ensuring that county performance complies with the Mental Health Services Act.”

As a result of these changes, the MHSOAC ended its review and approval of counties’ proposed Innovation programs and expenditures. The MHSOAC retained responsibility to “issue guidelines for expenditures pursuant to Part 3.2 (commencing with Section 5830), for innovative programs...no later than 180 days before the fiscal year for which the funds will apply.”

In June 2012, the MHSA was amended by Assembly Bill 1467, Chapter 23 of Statutes of 2012, requiring the MHSOAC to review and approve Innovative Programs before counties could expend Innovation funds.

### **B.7 Evaluation of Innovative Programs**

Evaluation is at the core of MHSA Innovation, since all programs are pilots to be tested. Statewide evaluation can assess the impact of the Innovation component overall, including the success of Innovation pilots and the extent to which successful Innovations are implemented by counties as ongoing practices are replicated by other counties and beyond. To date, there has been no statewide evaluation of the Innovation component and no assessment of the efficacy or progress of local county evaluations of their Innovative Programs. Via the contract to be awarded per this RFP, the MHSOAC intends to facilitate an initial assessment of county Innovation evaluations and contribute to a foundation upon which future statewide evaluation of the full Innovation component can occur.

For further details regarding Innovative Programs that have been carried out by counties, please see the MHSA Innovative Programs—Initial Trends Report, published in January 2012. ([http://www.mhsoac.ca.gov/MHSOAC\\_Publications/docs/Publications/INN\\_Trends\\_2012\\_FINAL\\_wAppendices.pdf](http://www.mhsoac.ca.gov/MHSOAC_Publications/docs/Publications/INN_Trends_2012_FINAL_wAppendices.pdf)).

### **C. Plan to Complete Scope of Work and Deliverables**

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.

### **C.1 Possible Data Sources**

Currently available data sources will likely provide the Proposer only with background information related to this project and will be insufficient to achieve the evaluation goals. Thus, the Proposer will be required to work with individual counties to obtain information needed about Innovation evaluations necessary to complete the scope of work. The following data sources, which may or may not provide data relevant to the completion of the scope of work, should be reviewed as essential background information:

- a. External state and county data sources, such as vital statistics, population, county demographics
- b. County MHSA plans, plan updates, and annual updates
- c. County Annual Revenue and Expenditure Reports
- d. MHSA Innovative Programs—Initial Trends Report
- e. External reports regarding counties' Innovative Programs

### **C.2 Evaluation Methodology Requirements**

The approach to evaluation for relevant Deliverables must include the following:

- a. All research methods (e.g., methods, results, conclusions) and associated implications and recommendations should be communicated in understandable terms. All reports and Deliverables need to be comprehensible to the broad spectrum of those interested in the MHSA (including, for example, policymakers, clients and family members, and Proposers).
- b. All methods must be technically accurate and in line with MHSOAC goals for this evaluation.
- c. Data must be handled in accordance with human subjects' protection, confidentiality, privacy, security and HIPAA requirements.

### **C.3 Coordination, Collaboration, and Consistency with MHSA Values**

In conducting all facets of this project, 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 credible research and evaluation that meets the terms and conditions of the RFP's scope of work and Deliverables, the selected Proposer must especially be ready and able to work with MHSA stakeholders, diverse individuals with mental illness and their family members, representatives of California's diverse communities, and service providers to conduct research and evaluation that is guided and informed by those who are most closely touched by the mental health system. The end result of this project should further strengthen and support efforts to enhance and expand community-based mental health systems and services in ways that further/promote recovery and wellness, 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 un-served and underserved communities should be involved in all facets of this project, from beginning to end.

## C.4 Communication

The selected Proposer is expected to adhere to a method and timetable for ongoing communication with the MHSOAC and relevant constituents regarding progress within all facets of this project. Specifically, the Proposer shall:

- a. Maintain ongoing interaction with MHSOAC staff and other MHSOAC constituents (e.g., Evaluation Committee) as requested
- b. Participate in bi-weekly briefing calls with MHSOAC staff to discuss project progress and the status of Deliverables
- c. Provide written quarterly status updates
- d. Provide periodic updates and presentations to MHSOAC Committees and Commissioners as requested
- e. Develop and provide a plan for dissemination of key Deliverables to MHSOAC stakeholders

## D. Scope of Work

This proposal must be structured to identify and assess the status and quality of counties' Innovation evaluations and to maximize their effectiveness. The overarching questions to be addressed via this scope of work include the following:

- 1) What types of evaluation approaches have counties used or are counties using to evaluate their Innovative practices and how effective are these evaluations?
- 2) What facets of county-level Innovation evaluations need support and strengthening?
- 3) What facets of county-level Innovation evaluations are effective and could be made available to support other counties?
- 4) What evaluation-related factors and characteristics contribute to or hinder county-level ability to make informed, sound decisions?
- 5) Which Innovation evaluation designs and approaches are most successful in helping counties to make informed decisions about adoption, implementation, and dissemination of Innovative Programs?
- 6) What tools and assistance do counties have and/or need that promote Innovation evaluations that are effective in accurately assessing Innovative Programs and identifying successful Innovative Programs?
- 7) What support/resources do counties have and/or need that promote integration and dissemination of successful Innovative Programs?
- 8) What policies could/should be in place to help maximize the effectiveness of the evaluations and related decision-making that are at the heart of the Innovation component?

Via this RFP, the MHSOAC is requesting proposals that describe methods for addressing the above listed questions. Each proposal must include the following three general components in its methodology (each component is described further below in sections D1-3):

- 1) Inventory and Evaluation
- 2) Development and Implementation of Assistance

### 3) Development of Policy Recommendations.

The end results the MHSOAC hopes to achieve with this project include development of a system for ensuring high quality county-level evaluation of Innovative Programs that will facilitate adoption, implementation, and dissemination of Innovative Programs that evaluations demonstrate to be effective in meeting the county's MHSA goals.

Long-term goals that may stem from this initial project include setting a foundation for statewide evaluation of the overarching Innovation component. This later evaluation could enable understanding regarding the statewide impact of the Innovation component to prompt change in mental health services and promote better MHSA outcomes, consistent with the four Innovation primary purposes specified in the Act.

The successful Proposer must propose a work plan that will describe/inventory Innovation evaluations that have been designed, are being conducted, or have been conducted throughout all 59 counties. The Proposer must also assess the efficacy of those evaluations in order to identify approaches that can help counties decide whether or not to adopt various Innovative Programs that have been piloted. In addition, the Proposer will develop strategies to support counties with their Innovation evaluations, including strategies that will be carried out by the Proposer and those that can be drawn upon by counties after completion of this contract. Work carried out via this project should also contribute to a foundation upon which a statewide evaluation of the Innovation component can later be built.

The work plan must identify how it will be possible for the Proposer to complete the tasks and deliverables described below. Please note that some of the items described below will need to be further developed in collaboration with the MHSOAC and its stakeholders within the scope of the project once a contract is awarded (e.g., finalization of the research design and analytic plan). In addition, some of the items (e.g., development of strategies for encouraging high quality county-level Innovation evaluations) should be (at least partially) based on information obtained and conclusions drawn from the initial inventory and assessment. Therefore, for the purpose of the proposed work plan, the Proposer should describe recommended ideas and general principals for how tasks may be completed.

#### **D.1 Inventory and Evaluation**

Inventory evaluations of Innovative Programs that are being planned or have been carried out by counties (in process or completed) throughout the state and evaluate the quality and efficacy of those evaluations. Evaluate whether or not modification of various evaluation approaches and practices might strengthen them. Identify general principles for conducting high quality Innovation evaluations for the range of Innovative Programs and counties. Below are specific parameters that must be considered in the design of the inventory and evaluation:

- a. The inventory must identify the types of evaluation approaches that have been used or are being used to evaluate Innovative Programs by counties throughout California. It may be useful to describe the types of Innovative Programs that various evaluations have been used

for so that the evaluations can be linked to their associated Innovation Programs. However, the focus of this inventory must remain on the Innovation evaluations, which should be described in depth.

- b. The evaluation must enable the Evaluator to draw conclusions regarding the effectiveness of counties' evaluation strategies, and identify strong, high-quality Innovation evaluation designs, approaches, and principles that could provide support for counties and enable them to make informed decisions regarding adoption of successful Innovative Programs (or successful elements of those Innovative Programs).
- c. The research method must provide information that will be helpful within the development of strategies to support all counties in implementing high quality Innovation evaluations that lead to informed decision-making regarding Innovation Program adoption/rejection.
- d. The research method must also provide detailed information that will allow the Evaluator to make specific recommendations to each county, as needed. Specific recommendations (gleaned from the inventory and assessment) made to each county shall include ideas for how to strengthen evaluations and identify promising evaluation practices that can be feasibly implemented, as well as assistance with data-driven decision-making regarding adoption of successful Innovative Programs or elements of Innovative Programs.
- e. The research method must help determine which elements of the Innovative Program contribute to successful outcomes. The design must allow the county to assess the impact of whatever element(s) of the Innovative Program were new/changed, compared to established practices in the field of mental health.
- f. The research/evaluation method must lead to collection of information regarding the *achievement of* end goal(s) of Innovative Programs, including those specified by the county (i.e., individual county or program-defined goals) and the Innovation primary purposes specified by the MHSA (e.g., increased access to underserved groups, increased quality of services including better outcomes, promotion of interagency collaboration, increased access to services).
- g. The *Mental Health Services Act Innovative Programs: Initial Trends Report* may be useful in understanding the potential range of Innovative practices that counties have planned to carry out. However, the focus of this Report was on planned activities (described by counties via their Innovation Work Plans), rather than activities or evaluations that were actually conducted. The MHSOAC requires that the work completed via this project be based on Innovation evaluations that counties are designing, planning to carry out, or have actually carried out. These evaluations are not described in sufficient detail in counties' work plans (contained in Three-Year Plans or Annual Updates) to provide a sufficient basis for this evaluation.
- h. The inventory and evaluation design shall include a means to identify counties whose Innovative Programs were approved by the MHSOAC prior to Assembly Bill (AB) 100 versus those whose Programs were approved locally (i.e., not by the MHSOAC) post AB 100 in order to assess potential differences in the quality of approaches that were approved by the MHSOAC versus approved locally.

## **D.2 Development and Implementation of Tools, Training, and Technical Assistance**

Develop and begin to implement a process that will provide counties with information, tools, training, and technical assistance that will facilitate their ability to independently conduct rigorous evaluations of Innovative Programs. The process must support counties in designing and implementing effective and relevant Innovation evaluations that support their capacity to use evaluation results to make decisions and action plans regarding adoption and dissemination of Innovation Programs. The process must include strategies that can be implemented by the Evaluator within the duration and scope of this contract (e.g., provision of technical assistance and recommendations to counties based on results of the inventory and evaluation). The Evaluator shall also develop strategies that counties can take advantage of after this contract is completed (e.g., a statewide system that can be managed by the MHSOAC or other appropriate entities). Below are specific parameters that must be considered in the design of the process/system and strategies:

- a. Development of all strategies and systems must reflect results of the inventory and evaluation.
- b. Two general types of strategies must be developed—those that will be carried out by the Proposer within the scope of this contract to strengthen each individual county's evaluations, and those that can be utilized by counties and/or implemented by the MHSOAC or other entities after this contract is completed.
- c. Strategies to be carried out by the Proposer must include feedback provided by the Proposer to each county regarding the efficacy of their designed and implemented Innovation evaluations, including relevant recommendations to strengthen those.
- d. Consideration must be given to feasibility of counties to engage in various strategies, as well as feasibility of the MHSOAC to uphold/make available various strategies after completion of this contract.
- e. The Proposer should consider what the most effective teaching/learning strategies might be, given the audience and end goal of assisting counties with making data-driven decisions regarding adoption, implementation, and dissemination of Innovative Programs.
- f. A process of continual dissemination and tracking of results of Innovation evaluations will be essential. The strategies/system must enable the MHSOAC to monitor the piloting and evaluation of Innovative Programs. The strategies/system must also allow counties to readily access information about outcomes of Innovation evaluations in counties throughout the state.
- g. Strategies must promote dissemination of successful strategies regardless of whether or not a county is able to adopt a successful Innovative Program.

## **D.3 Development of Policy Recommendations**

Based on the inventory and evaluation, policy recommendations shall be made to the MHSOAC that aim to ensure that the Innovation component enables counties to design, implement, and evaluate new/changed mental health practices. Recommendations must strive to support counties in making informed decisions regarding adoption and implementation of Innovative

Programs that are shown to be successful. Recommendations must also support county-level dissemination of all Innovation evaluation outcomes.

- a. The Evaluator must draw from what was learned via the scope of this project to provide recommendations regarding policies that could/should be in place to help maximize the effectiveness of the evaluations and related decision-making that are at the heart of the Innovation component.
- b. Recommendations must highlight long term goals that build a foundation that will allow for statewide evaluation of the full Innovation component, which would ultimately improve our understanding of this component's ability to prompt change in mental health services and provide the basis for any needed quality improvement.

This evaluation will involve completion of the following Deliverables. Please note that these Deliverables do not necessarily need to be completed in the order in which they appear here.

## E. Deliverables

Below is a list of Deliverables requested through this RFP. Further details regarding expectations for these Deliverables can be found in the above "Scope of Work" and earlier "Purpose and Description of Services" sections. Please note the following regarding submission of all Deliverables:

- All Deliverables from the Proposer must be presented 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.
- All Deliverables shall include a title that specifies the Deliverable number and label used within the contract, the name of the contractor, and relevant background information. Background information should be detailed enough to enable a wide audience of MHSAOC stakeholders to understand the project's overarching goal(s) and the main objective(s) of the Deliverable.
- All Deliverables shall be free of typos and grammatical errors, and shall be readable by a wide audience of MHSAOC stakeholders, including and ranging from evaluation experts and professionals to the general public.
- A full draft of all deliverables must be submitted to the MHSAOC a minimum of two weeks prior to final deliverable due dates, in order to allow MHSAOC staff to review and provide feedback that shall then be incorporated into final Deliverables by the contractor prior to final submission.

### E.1 Deliverable #1: Report of Proposed Inventory Method and Research/Evaluation Design

- a. Design and describe (in detail) a process for systematically identifying and, as applicable, categorizing types of evaluation approaches that have been designed and/or used to evaluate Innovative Programs carried out by counties throughout California. The design

of this inventory process must enable collection of information needed to describe and, as applicable, categorize Innovation evaluation approaches used by all counties that have implemented Innovative Programs, as well as any additional information that would aid the Evaluator in completing this work or contribute to the ultimate goals of this work. The report must include a detailed description of the specific information (e.g., Innovation evaluation characteristics) that will be collected and inventoried and the process through which this information will be collected and showcased. The inventory must address information/evaluation characteristics that may be useful within the forthcoming development of strategies to strengthen county-level Innovation evaluations.

- b. Design and describe (in detail) a research/evaluation method that will enable assessment of county-level Innovation evaluations. The recommended research design must include a description of all methods the Evaluator intends to use, including, but not limited to, the following:
- Research questions to be addressed via the evaluation
  - Primary variables of interest and how they will be measured
  - Research participants and the procedures they will go through
  - A timeline for completion of all facets of the data collection process
  - A copy of all research stimuli (e.g., survey/interview questions)
  - An analytic plan that describes how the collected data will be cleaned and prepared for use, how it will be used to answer the research questions, and a brief rationale for the proposed data analytic methods
  - Any additional information that the Evaluator believes would enable the MHSOAC and its stakeholders to understand the research/evaluation method and rationale for its use in this context.

## **E.2 Deliverable #2: Inventory of County-Level Innovation Evaluations**

Using the approved process developed via Deliverable #1, create an inventory (i.e., list, matrix) of county-level Innovation evaluations that have been planned and/or implemented locally. Summarize and, when possible and as applicable, synthesize the types of evaluation approaches that have been used by counties and note what types of Innovative Programs the evaluation approaches have been or perhaps could be used to assess. The inventory must provide a clear understanding of all evaluation approaches with enough depth to allow for suggestions about how counties might apply applicable evaluation methods, tools, or lessons learned to their Innovation evaluations.

## **E.3 Deliverable #3: Report of Research/Evaluation Results and Promising Practices**

After implementing the approved research/evaluation design, summarize results obtained from the evaluation and interpret/discuss how they contribute to answering the research questions.

This report shall include a detailed description of all results obtained via the evaluation process. It shall include any statistical findings, as well as a basic interpretation of those findings.

This report shall also include/begin with a description of the final research design and method that was carried out by the Evaluator. If any changes were made to the research design during the evaluation process (e.g., revised sample size or measures), the changes and final methods shall be described in this report. If any revisions or additions are made to the data analytic plan during the analysis process, please report them within the scope of this report so that the rationale for inclusion of all analyses and results is clear.

Based on all data collected and information identified within the scope of this project, identify and describe promising practices that enable counties to conduct sound, relevant Innovation evaluations. Promising evaluation practices that support and encourage counties to implement and disseminate successful Innovative practices shall also be identified and described in this report. Recommendations must reflect and respond to results and conclusions drawn from the evaluation conducted within the scope of this project. Expertise of the Proposer regarding appropriate and useful evaluation methods may also be drawn upon to identify and, when necessary, refine and make recommendations regarding Innovation evaluation approaches that will be highlighted as promising practices.

Finally, the report must include a description of limitations and challenges faced within the current work and preliminary next steps (e.g., suggestions for future research) that may be taken to further strengthen Innovation evaluations and the greater Innovation component.

#### **E.4 Deliverable #4: Develop and Provide Tools, Training, and Technical Assistance to Counties**

Based on the results of the inventory and evaluation, develop and implement a method to provide feedback and make recommendations to each county regarding Innovation evaluations for each of its Innovative Programs. Develop and implement an outreach and engagement strategy that promotes participation by all counties that have designed or carried out Innovation evaluations. When active participation is not possible, implement methods to provide counties with basic feedback and recommendations. When active participation is requested by counties, implement training and technical assistance as needed. Obtain feedback from counties on their satisfaction with the support they receive and what additional support they believe would be useful.

Submit a report that describes the following:

- A description of how the results of the inventory and evaluation were used to develop or incorporated into the tools, training, and technical assistance provided to counties.
- A description of the outreach and engagement plan that was developed and implemented in order to promote participation by all counties that have designed or carried out Innovation evaluations.

- A description of the methods used to provide counties with basic feedback and recommendations, as well as the specific feedback and recommendations that were provided to each county.
- A description of all tools, training, and technical assistance that was implemented, including methods used and those who participated. Include descriptions or copies of any supportive materials that were used to provide training and technical assistance.
- A summary of feedback obtained from counties/participants regarding their satisfaction with the tools, training, and technical assistance that they received and their suggestions for what additional assistance they believe would be useful.

### **E.5 Deliverable #5: Develop a Process or System for Strengthening County-Level Innovation Evaluations and Associated Implementation Plan**

Based on the results of the inventory and evaluation, develop a process, system, or series of strategies aimed at strengthening county-level Innovation evaluations that can be implemented by the MHSOAC and/or other appropriate entities. Prepare a plan that will facilitate implementation of the system by the MHSOAC and/or other appropriate entities. Develop and/or describe materials and infrastructure that would be needed to implement the process or system on an ongoing basis. To the extent possible, prepare the MHSOAC and/or other appropriate entities for implementation of this process or system.

Submit a report that describes the following:

- A detailed description of the recommended process, system, or strategies, including what each element aims to achieve and how each element and the system as a whole contributes to the overarching goals of the Innovation component.
- A detailed plan that describes how the process/system could and should be implemented, including a recommended timeline and description of what elements will be produced by the Evaluator versus those that should be produced otherwise.
- Provide recommendations for alternative ways that the process/system could be implemented (e.g., quickly versus more gradually, using internal staff versus contractors, using more funds upfront versus less).
- Include descriptions or copies of any supportive materials that will or should be included or used during implementation.

### **E.6 Deliverable #6: Report of Innovation Evaluation Policy Recommendations**

Create a report that provides recommendations regarding policies that could/should be in place to help maximize the effectiveness of Innovation evaluations and related decision-making that are at the heart of the Innovation component. Base all recommendations on what was learned via the scope of this work; directly connect all recommendations to conclusions drawn via this work within the report (i.e., briefly describe how/why the recommendation was developed). The report must be a stand-alone item that can be disseminated individually and understood within the greater context of this larger project. Thus, it must include all necessary background

information needed to provide a wide array of stakeholders (including policymakers) with a solid understanding of the role of the MHS Innovation component, how this evaluation intends to contribute to it, how all recommendations were developed, and any other information that would ultimately enable the report to facilitate recommended policy change.

### III. PROPOSAL FORMAT, REQUIRED DOCUMENTS, AND DELIVERY

#### A. About this Section

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

#### B. Required Documents

The Proposer must provide with the Proposal the Required Attachments Checklist/Table of Contents, **ATTACHMENT 1** and all of the required items listed on **ATTACHMENT 1**.

**ATTACHMENTS 1 through 10** are required to be included with the proposal. **ATTACHMENTS 11 through 15** are not required submittals for the proposal, but are reference materials useful to the proposer.

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

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.

#### C. Required Format for a Proposal

All proposals submitted under this RFP must 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.

An electronic copy of the proposal on CD-ROM must be submitted to MHSOAC.

Proposals must comply with all RFP requirements. Before submitting a response to this RFP, Proposers should review the proposal, correct all error, and confirm compliance with the RFP requirements. Not complying with all of the RFP requirements is cause for a proposal to be rejected.

#### D. Number of Copies

Proposers must submit one (1) original proposal plus five (5) paper copies of the proposal. The original proposal must be marked “**ORIGNIAL 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 proposals sets may contain photocopies of the original package.

#### E. Packaging and Labeling

Proposals must be received by March 14, 2013 no later than 4:30 p.m. PST by MHSOAC Contracts Unit. Proposals must be in a sealed package and 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 Contract Office without a MHSOAC staff member confirming delivery. This office is open 8:00 a.m. to 5:00 p.m., Monday-Friday except state holidays. Please mail or deliver the proposal to the address listing below. Include the following label information and deliver your proposal, in a sealed package:

Person’s Name, Phone #  
Proposer’s Name  
Street Address  
City, State, Zip Code  
FAX #

**DO NOT OPEN**  
RFP 12MHSOAC015  
Innovation Evaluation  
Norma Pate, Contracts Unit  
Mental Health Services Oversight and  
Accountability Commission  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, California 95811

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

## F. Minimum and Desired Proposer Qualifications

Each of the minimum qualifications listed in **ATTACHMENT 5: Proposer Qualifications** must be met by one or more individuals within the Proposer's team/organization and listed in **ATTACHMENT 5**. Instructions provided in **ATTACHMENT 5** should be used in order to describe how the Proposer's team/organization meets the listed criteria/qualifications.

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, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program and included with **ATTACHMENT 10**.

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

## G. Proposal Narrative

Instructions provided in **ATTACHMENT 6: Proposal Narrative** must be followed in order to describe qualifications of the organization and key personnel and provide a description of the strategies and activities associated with the development and completion of this contract.

# IV. SCORING PROCESS

## A. About this Section

This section explains how the proposals will be scored. It describes the scoring stages and preference points.

## B. Proposal Scoring

A Proposer's proposal will be reviewed and scored based on their response to the information requested in this RFP. The entire scoring process from receipt of proposals to posting of the Notice of Proposed Award is confidential. All proposals and all evaluation and scoring sheets will be considered public documents after the announcement of the intent to award.

The Proposals will be evaluated in five stages:

## **B.1 Stage 1: Administrative Submission Review**

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

Those proposals that pass the requirements of Stage 1 will be reviewed under Stage 2 by a Review 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.

## **B.2 Stage 2: Review of Proposer's Qualifications and Project Narrative/Work Plan**

The Review Panel will review all proposals that passed Stage 1 to assess the Proposer's ability to carry out the proposed work, including whether or not they meet the Minimum Qualifications, as specified in "Minimum and Desired Proposer Qualifications" section. In addition, the Review Panel will review all proposals that passed Stage 1 to assess the quality of the proposed Proposal Narrative.

- a. The Review Panel will, individually review and numerically score both the ability of the Proposer to carry out the proposed scope of work, and 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 and Proposer minimum qualifications.
- b. In assigning points for individual 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.
  - Includes or lacks information of depth and breadth, and includes or lacks significant facts and/or details.
  - Demonstrates that the Proposer understands and is responsive to the 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 expectations outlined in the RFP Scope of Work and Deliverables.
  - Demonstrates the Proposer's capacity, capability, and/or commitment to exceed regular service needs (e.g., enhanced features, approaches, or methods, creative or innovative business solutions, etc.).
  - Proposes cost allocations for each deliverable that are cost/value effective and cost adequate.
- c. Please note that Stage 2 scoring is based on specific segments of information requested via this RFP described in **ATTACHMENTS 5 and 6**. Please properly label all information requested via this RFP so that relevant information may be easily identified and scored.

Reviewers will base scores only on information provided within each of these specific sections.

- d. An overall maximum of 113 possible points may be achieved in this stage and a minimum of 79 points must be achieved to move to Stage 3.
- e. 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.3 Stage 3: Evaluation of Cost Proposal**

The Cost Proposal Sheet (**ATTACHMENT 7**) will be evaluated along with the Proposer Qualifications and Proposal Narrative. The Review Panel may use information from the Cost Proposal to judge the cost/value effectiveness and adequacy of the proposed work. In addition, the Cost Proposal will be used to generate an associated score as described below.

A maximum of 34 points will be awarded for the cost proposal. The proposal offering the lowest total cost earns the maximum of 34 points. The remaining proposals 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 34 points. All other Proposer cost points shall be awarded based upon a ratio from the Lowest Cost Proposal.

**SAMPLE COST SCORE CACULATION**

Proposer	Bid Amount	Low Bid = Maximum points 34 Low Bid /bid x 34 = cost points
A	\$22,900	Low Bid = Max. pts. = 34 pts.
B	\$26,000	$\$22,900 \div \$26,000 \times \text{Max. pts.} = 29.95 \text{ pts.}$
C	\$29,700	$\$22,900 \div \$29,700 \times \text{Max. pts.} = 26.22 \text{ pts.}$

**B.4 Stage 4: Combining Proposer’s Qualifications and Proposal Narrative Score with Cost Proposal Score**

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 Proposer’s work plan that has the highest combined scores.

## **B.5 Stage 5: Adjustments to Score Calculations for Bidding Preferences**

MHSOAC will determine and confirm which entities, if any, are eligible to receive a bidding preference (i.e., small business, DVBE).

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 C: Preference Programs.

Points for eligible small business and DVBE participation preferences, as explained in Section C, will 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 15**). 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  $235 \times .05 = 11.75$  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  $235 \times .04 = 9.4$  points. The points are then added to the score of the proposal with the incentive.

## **C. Preference Points**

A Proposer may qualify for non-technical preference points described below. Each qualifying Proposer passing the minimum technical evaluation will receive the applicable preference points.

### **C.1 Disabled Veteran Business Enterprise Incentive**

The DVBE Incentive program was established pursuant to Military & Veterans Code Section 999.1 et seq and Department of General Services' Regulations 2 CCR 1896.98 et.seq.

This RFP offers an incentive for Proposers who provide DVBE participation; however, participation is NOT mandatory. See **ATTACHMENT 15** for complete instructions. The Small Business Preference (if any) is calculated separately from the DVBE incentive and then both are added to the point total.

## **C.2 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.dgs.ca.gov/pd.Programs.aspx>. Proposers qualifying for this preference must submit a copy of their Small Business Certification.

## **C.3 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 California 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 Officer of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. 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 p.m. 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>.

## **C.4 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 or 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.

## **D. Proposal Scoring Tools**

Using the Proposal Scoring Tools (**ATTACHMENT 11**), the Review Panel will give a score for each criterion.

## **E. 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 MHSOAC 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.

## **V. Administration**

### **A. RFP Defined**

The competitive method used for this procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the Scoring Criteria. Every Proposal must establish in writing the Proposer's ability to perform the RFP tasks.

### **B. Cost of Developing Proposal**

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

### **C. Printing Services**

Per Management Memo 07-06, State Agencies must procure printing services through the Department of General Services, Office of State Publishing (OSP). Proposers shall not include printing services in their proposals.

### **D. Confidential Information**

The Commission will not accept or retain any Proposals that are marked confidential in their entirety.

## E. Darfur Contracting Act of 2008

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

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

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See option #1 on **ATTACHMENT 9**).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See option #2 **ATTACHMENT 9**)

## F. RFP Cancellation and Amendments

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

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

If the RFP is amended, the MHSOAC will send an addendum to all parties who requested the RFP and will also post it on the MHSOAC’s Web Site [www.mhsoac.ca.gov](http://www.mhsoac.ca.gov) and the Department of General Services Web Site [www.bidsync.com](http://www.bidsync.com).

## G. Errors

If a Proposer discovers any ambiguity, conflict, omission, or other error in the RFP, the Proposer shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the RFP, without divulging the source of the request for clarification.

If a Proposer fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the Proposer submits a proposal at his/her own risk.

## **H. Modifying or Withdrawal of Proposal**

A Proposer may, by letter to the Contact Unit at the MHSOAC, withdraw or modify a submitted Proposal before the deadline to submit proposals. Proposals cannot be changed after the deadline to submit.

## **I. Immaterial Defect**

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

## **J. 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.

## **K. Proposer's Admonishment**

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

## **L. Rejection of Proposal**

Deviation, 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 the Key Activities and Dates or not sealed will be rejected.

## M. 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:

Notice of Intent to Award	Intent to Protest Letter
March 28, 2013	April 5, 2013

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

<p>Person's Name, Phone #  Proposer's Name  Street Address  City, State, Zip Code  FAX #</p> <p style="text-align: right;"><b>INTENT TO PROTEST</b>  RFP 12MHSOAC015  Innovation Evaluation  Norma Pate, Contracts Office  Mental Health Services Oversight and  Accountability Commission  1300 17<sup>th</sup> Street, Suite 1000  Sacramento, California 95811</p>
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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.

The Letter of Protest must describe the factors that support the protesting Proposer's claim that the protesting Proposer would have been awarded the contract had the MHSOAC correctly

applied the prescribed evaluation rating standards in the RFP or if the MHSOAC had followed the evaluation and scoring methods in the RFP. The Letter of Protest must identify specific information in the proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original proposal.

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

The Executive Director of the MHSOAC will render a decision within ten (10) working days of the receipt of the Letter of Protest and the decision will be considered final.

#### **N. 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, upon five (5) days written notice to the Contractor, the MHSOAC 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 12 (Exhibits A-E)**, is attached for review. The proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

## **A) LIST OF ATTACHMENTS**

Attachments 1 through 10 are required to be included with the proposal.

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

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

11. **Attachment 11:** Proposal Scoring Tools
12. **Attachment 12:** Sample of Standard Agreement Contract (STD 213) with Exhibits A through E
13. **Attachment 13:** Sample Payee Data Record (Std. 204)
14. **Attachment 14:** Sample Contractor Certification Clauses (CCC-307)
15. **Attachment 15:** California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions

**Attachment 1: Required Attachments Checklist / Table of Contents**

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

Place this Checklist on top of your Proposal package for use as the Table of Contents. List the page numbers that correspond to your Proposal.

Proposer Name:
----------------

<u>Form</u>	<u>Form Name/Description</u>	<u>Page #</u>
<input type="checkbox"/> <b>Attachment 1</b>	Required Attachments Checklist / Table of Contents	_____
<input type="checkbox"/> <b>Attachment 2</b>	Mandatory Letter of Intent	_____
<input type="checkbox"/> <b>Attachment 3</b>	Proposal/Proposer Certification Sheet	_____
<input type="checkbox"/> <b>Attachment 4</b>	Proposal Cover Letter	_____
<input type="checkbox"/> <b>Attachment 5</b>	Proposer Qualifications	_____
<input type="checkbox"/> <b>Attachment 6</b>	Proposal Narrative	_____
<input type="checkbox"/> <b>Attachment 7</b>	Cost Proposal Sheet	_____
<input type="checkbox"/> <b>Attachment 8</b>	Bidder Declaration (GSPD-05-105)	_____
<input type="checkbox"/> <b>Attachment 9</b>	Darfur Contracting Act Certification (if applicable)	_____
<input type="checkbox"/> <b>Attachment 10</b>	Secretary of State Registration	_____

**ATTACHMENT 2: Mandatory Letter of Intent**

**MHSOAC's Innovation Evaluation  
RFP Number 12MHSOAC015**

Proposer Name:

Contract Person:

Phone Number:

Email Address:

The Mandatory Letter of Intent is due to the MHSOAC by February 27, 2013 by 4:30 p.m. Pacific Standard Time. 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 Innovation Evaluation**

The undersigned proposer hereby proposes to provide the services specified in Request for Proposal Number 12MHSOAC015.

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 Innovation Evaluation

**Proposer Name:**

The Proposer Qualifications summary is required to determine if the minimum qualifications are met and will be used to determine the score for both the minimum and desired qualifications. This narrative should clearly explain how the proposer meets the minimum qualifications using current examples. Please clearly and concisely describe concrete examples that illustrate how each qualification listed below is met, and which individual(s) on the team has the requisite experience. When describing comparable projects, please include budget information when possible.

**A maximum of 10 pages may be submitted for the Proposer Qualifications summary. Any pages that exceed the 10 page limit will not be reviewed or considered during the scoring process.**

#### **Minimum Qualifications**

1. Comparable experience in development and implementation of inventories, data collection, and large-scale evaluations geared toward quality improvement of mental health systems and services
2. Comparable experience in development of support/training/technical assistance mechanisms geared toward quality improvement of mental health systems and services
3. Experience that demonstrates capability to manage a project of similar, scope, duration, and funding
4. Demonstrated experience in collaborating with diverse consumer/family member advisory groups and working with other stakeholders, including local program, data, and training experts, to contribute to project goals
5. Experience working with large-scale datasets that contain sensitive information, including gaining access to data that may include full Health Insurance Portability and Accountability Act (HIPAA) compliance
6. Experience with successful completion of government contracts

## **ATTACHMENT 5: Proposer Qualifications**

### **Desired Qualifications**

1. Demonstrated successful experience with MHSA evaluation
2. Demonstrated successful experience with research/evaluation that leads to applicable and action-oriented public policy recommendations
3. Experience with culturally competent approaches to evaluation and culturally competent training/technical assistance geared toward quality improvement of mental health systems and services
4. Experience with collecting, analyzing, and interpreting public statewide data for evaluation purposes
5. Experience with evaluation of California's public mental health system

## ATTACHMENT 6: Proposal Narrative

### MHSOAC's Innovation Evaluation

Proposer Name:

In this section, the Proposer shall describe the organization and key personnel who will carry out the work, as well as a description of the strategies and activities associated with the development and completion of this contract. The items listed below must be included in the Proposal Narrative.

**The maximum number of pages for this section is 12. Any information contained on pages that go beyond the 12 page limit will not be reviewed or considered during the scoring process. Information included in the Evaluator Qualifications section does not need to be repeated.**

#### Description of Organization

1. Provide a brief synopsis of the firm history and mission, as it relates to this effort, for all participating organizations. If collaborative, clearly articulate which firm is lead.

#### Description of Personnel

1. Provide information regarding the proposed project team, including a list all proposed team members/personnel, their titles, and a brief description of their current jobs.
2. Include a description of the staffing plan for this project (i.e., each person's proposed role on the team, including the percent time that each would put forth on this project). Please note whether each proposed staff is a member of the lead firm, collaborating firm, or a subcontractor. Provide an organizational chart describing reporting relationships across the team.
3. If subcontractors are to be included in the team, the Proposer shall identify those persons or firms, the anticipated portions of work to be done by the subcontractors, and a description of how the subcontracted work will be directed, monitored, and evaluated by the lead Proposer.
4. Resumes, sample work products, and up to 3 letters of support and/or letters of recommendation may be included as Attachments to this section (and will not be counted toward the 12 page limit). This additional information may or may not be referred to for

scoring purposes; thus, please ensure that all relevant information is included within the Proposal Narrative or Proposer Qualifications sections.

### Description of Work Plan

1. Present your plan for addressing the different deliverables articulated in the Scope of Work. The work plan should identify how it will be possible for the Proposer to complete the tasks and deliverables described in sections D and E of Part II. Please note that some of the items described in these sections will need to be further developed in collaboration with the MHSOAC and its stakeholders within the scope of the project once a contract is awarded. In addition, some of the items should be (at least partially) based on information obtained and conclusions drawn from the initial inventory and assessment. Therefore, for the purpose of the proposed work plan, the Proposer should describe recommended ideas and general principals for how tasks may be completed.

**ATTACHMENT 7: Cost Proposal Sheet**

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

The deliverable due dates and funding for each of the deliverables are to be determined by the Proposer below.

<b>DELIVERABLES:</b>	<b>Proposed Amounts</b>	<b>Date Completed</b>
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
<b>TOTAL AMOUNT FOR ALL DELIVERABLES:</b>	\$	

**ATTACHMENT 8: 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 9: Darfur Contracting Act Certification (If applicable)**

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

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

**OPTION #1 - CERTIFICATION**

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

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

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

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

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

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

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

**ATTACHMENT 10: Secretary of the State Registration**

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

**ATTACHMENT: 11 Proposal Scoring 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 March 14, 2013, 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 qualifications listed in the Minimum Qualifications section (see Section B.1.).

**Stage 2 - Evaluation of Proposer's Qualifications and Proposal Narrative**

	<b>Point Value of Component</b>	<b>Minimum Point Value</b> (must be achieved to pass Stage 2)		<b>Proposal Final Score Earned</b>
Part One: Proposer's Qualifications	33			
Part Two: Proposal Narrative	80			
<b>Total Part One &amp; Two</b>	<b>113</b>	<b>79</b>		

**PART ONE:**

**Proposer's Qualifications:** Reviewers will use the scoring criteria below to rate the extent to which the Proposer has met both the minimum and desired qualifications.

<b>Score</b>	<b>Descriptor</b>
0	Does not meet qualification
1	Meets Qualification Minimally
2	Meets Qualification Moderately
3	Meets Qualification Fully / Exceeds Qualification

<b>Criteria: Minimum Qualification</b>				
1. Comparable experience in development and implementation of inventories, data collection, and large-scale evaluations geared toward quality improvement of mental health systems and services	0	1	2	3
2. Comparable experience in development of support/training/technical assistance mechanisms geared toward quality improvement of mental health systems and services	0	1	2	3
3. Experience that demonstrates capability to manage a project of similar, scope, duration, and funding	0	1	2	3
4. Demonstrated experience in collaborating with diverse consumer/family member advisory groups and working with other stakeholders, including local program, data, and training experts, to contribute to project goals	0	1	2	3
5. Experience working with large-scale datasets that contain sensitive information, including gaining access to data that may include full Health Insurance Portability and Accountability Act (HIPAA) compliance	0	1	2	3
6. Experience with successful completion of government contracts	0	1	2	3
<b>Criteria: Desired Qualification</b>				
1. Demonstrated successful experience with MHSA evaluation	0	1	2	3
2. Demonstrated successful experience with research/evaluation that leads to applicable and action-oriented public policy recommendations	0	1	2	3
3. Experience with culturally competent approaches to evaluation and culturally competent training/technical assistance geared toward quality improvement of mental health systems and services	0	1	2	3
4. Experience with collecting, analyzing, and interpreting public statewide data for evaluation purposes	0	1	2	3
5. Experience with evaluation of California's public mental health system	0	1	2	3
<b>Maximum Points Possible: 33</b>	<b>TOTAL SCORE:</b>			

**PART TWO:**

**Proposal Narrative:** Reviewers will use the scoring criteria below to rate the proposed process and plan identified by the Proposer within the Proposal Narrative to complete all deliverables.

**Please note the following:**

- Reviewers may refer to the section on Proposer’s Qualifications as well as resumes and other supporting documents that were provided by the Proposer as necessary to assess and score criteria 1-3 below (i.e., rating of the organization, personnel, and staffing plan).
- Reviewers may refer to the Cost Proposal to incorporate the cost value/effectiveness and cost adequacy into their ratings regarding proposed plans to complete the deliverables (criteria 4-7 below). Otherwise, reviewer ratings for these items should be based solely on the information provided within each relevant section within the Proposal Narrative.

Score	Descriptor
1	Poor
2	Fair
3	Satisfactory
4	Good
5	Very Good
6	Excellent
7	Outstanding
8	Exceptional

Criteria:	Possible Points: 24								
<b>Quality of Organization and Personnel</b>									
1. Overall ability for proposed <u>organization</u> to carry out all aspects of this contract in a high quality, rigorous manner.	1	2	3	4	5	6	7	8	
2. Overall ability for proposed <u>personnel</u> to carry out all aspects of this contract in a high quality, rigorous manner.	1	2	3	4	5	6	7	8	
3. Overall adequacy of the proposed <u>staffing plan</u> to complete all aspects of this contract in a high quality, rigorous manner.	1	2	3	4	5	6	7	8	

<b>Criteria: Quality of Plan to Complete Deliverables</b>	<b>Possible Points: 32</b>							
4. Plan for conducting an inventory of the types of evaluation approaches that have been designed and/or used to evaluate Innovative Programs carried out by counties throughout California (i.e., Plan to complete Deliverables 1 and 2)	1	2	3	4	5	6	7	8
5. Plan for conducting research that will enable evaluation/assessment of county-level Innovation evaluations (i.e., Plan to complete Deliverables 1 and 3)	1	2	3	4	5	6	7	8
6. Plan to complete development and implementation of assistance (i.e., Deliverables 4 and 5)	1	2	3	4	5	6	7	8
7. Plan to complete development of policy recommendations (i.e., Deliverable 6)	1	2	3	4	5	6	7	8
<b>Criteria: Quality of Plan to Address Overarching Goals of Project</b>	<b>Possible Points: 24</b>							
8. Overall plan to address all research questions identified within the RFP (see page 13).	1	2	3	4	5	6	7	8
9. Overall ability of proposed work plan to develop a system for ensuring high quality county-level evaluation of Innovative Programs that will facilitate adoption, implementation, and dissemination of Innovative Programs that evaluations demonstrate to be effective in meeting the county's MHSA goals	1	2	3	4	5	6	7	8
10. Overall ability of proposed work plan to lay the foundation for a forthcoming statewide evaluation of the overarching Innovation component	1	2	3	4	5	6	7	8
<b>Maximum Possible Points: 80</b>	<b>TOTAL SCORE:</b>							

**Stage 3 – Evaluation of Cost Proposal**

Total Bid Amount:	\$	If lowest bid, score = 34 Otherwise, lowest bid / total bid x 34 = final score.
Lowest Bid Amount:	\$	
Final Cost Proposal Score:		

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

Component	Possible Point Values	Points Awarded
Part One: Proposer’s Experience and Part Two: Project Narrative/Work Plan	113	
Part Three: Cost Points	34	
<b>Total Points Possible</b>	<b>138</b>	
Preference Points for Small Business		
Preference Points for DVBE		
<b>Total Score</b>		

**ATTACHMENT 12: Sample Standard Agreement (STD 213) with Standard Exhibits A through E**

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

AGREEMENT NUMBER <b>12MHSOAC015</b>
REGISTRATION NUMBER

- 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
- The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_
- The maximum amount of this Agreement is: \$ \_\_\_\_\_
- 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
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C\* – General Terms and Conditions
- Check mark one item below as Exhibit D: \_\_\_\_\_
- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit - D\* Special Terms and Conditions \_\_\_\_\_
- Exhibit E – Additional Provisions

*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>		<i>California Department of General Services Use Only</i>
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>		<input checked="" type="checkbox"/> Exempt per: W&I 5897(e)
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> St., Suite 1000, Sacramneto, CA 95811		

**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:

A. Detailed Description of Work to Be Performed:

**Scope of Work from RFP will be added here.**

**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.

**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.

**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**

Payment shall be made in accordance with the budget detail included below.

**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>Amounts</b>	<b>Due Date</b>
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
<b>TOTAL AMOUNT FOR ALL DELIVERABLES:</b>	<b>\$</b>	

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

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

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

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

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

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

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

#### 1. SUBCONTRACTS

Except for subcontracts identified in the proposal in accordance with the Request for Proposal, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.

#### 2. PUBLICATIONS AND REPORTS

- A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

#### 3. PROGRESS REPORTS

Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

#### 4. PRESENTATION

Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

#### 5. MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION STAFF

Mental Health Services Oversight and Accountability Commission staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, Mental Health Services

Oversight and Accountability Commission staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

## **6. CONFIDENTIALITY OF DATA AND DOCUMENTS**

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

### LEGAL NOTICE

This report was prepared as an account of work sponsored by the Mental Health Services Oversight and Accountability Commission (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**

Unless otherwise specified in Exhibit A, each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

## **9. SUBSTITUTIONS**

Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.

## **10. NOTICE**

Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address 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**  
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
  - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
  - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is MHSOAC's policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
  - E. **Protected Health Information: Information that is** individually identifiable health information as set forth under 45 CFR section 160.103 and includes protected health information in electronic media and any other media.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, Protected Health Information or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the MHSOAC Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than MHSOAC

**Exhibit E**  
Information Confidentiality and Security Requirements

without prior written authorization from the MHSOAC Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

**A. Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of MHSOAC. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

**1) Personnel Controls**

**a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of MHSOAC or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

**b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

**c. Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for MHSOAC inspection for a period of six (6) years following contract termination.

**d. Background Check.** Before a member of the workforce may access DHCS PSCI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The User shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**2) Technical Security Controls**

**a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the MHOSAC Information Security Office.

**Exhibit E**  
Information Confidentiality and Security Requirements

- b. **Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. **Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
  - Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- h. **Data Destruction.** When no longer needed, all DHCS PSCI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.
- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for

**Exhibit E**  
Information Confidentiality and Security Requirements

business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**3) Audit Controls**

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**4) Business Continuity / Disaster Recovery Controls**

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be

**Exhibit E**  
Information Confidentiality and Security Requirements

lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**5) Paper Document Controls**

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of MHSOAC.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of MHSOAC to use another method is obtained.

**B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with MHSOAC.

**C. Discovery and Notification of Breach.** The Contractor shall notify DHCS and MHSOAC **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in electronic, or any other medium if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the MHSOAC Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The Contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI,

**Exhibit E**  
Information Confidentiality and Security Requirements

notification shall be provided by calling the DHCS Information Technology Services Division (ITSD) Help Desk. Contractor shall take:

- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the MHSOAC Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

**E. Written Report.** The Contractor shall provide a written report of the investigation to the MHSOAC Program Contract Manager, the DHCS Privacy Officer, and the DHCS 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, 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.

**F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The MHSOAC Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

8. **Contact Information.** To direct communications to the above referenced DHCS and MHSOAC staff, 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 Exhibit or the Agreement to which it is incorporated.

**Exhibit E**  
 Information Confidentiality and Security Requirements

<b>MHSOAC Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, MHSOAC may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that MHSOAC 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 this ICSR exhibit.

**ATTACHMENT 13: Sample Payee Data Record (STD 204)**

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

**ATTACHMENT 14: Sample Contract Certification Clauses (CCC-307)**

**CCC-307**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
  
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
  
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
  
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
  
    - 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in

sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](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 15:**

**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

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**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

**FOR:**  
Directory of CA DVBE  
Certification applications  
Certification status  
General DVBE info

## 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.