



---

**REQUEST FOR PROPOSAL (RFP)**

**RFP 13MHSOAC008**

**Community Services and Supports (CSS) Tracking,  
Monitoring, and Evaluation System**



WELLNESS • RECOVERY • RESILIENCE

[www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)

**State of California  
Mental Health Services Oversight and Accountability Commission  
August 30, 2013**

## TABLE OF CONTENTS

<b>I. Introduction</b> .....	<b>6</b>
A. Purpose and Brief Overview of Contract Opportunity.....	6
B. Key Activities and Dates.....	8
C. Contract Term and Available Funding .....	8
D. Written Questions .....	8
E. Responses to Written Questions.....	9
F. Mandatory Letter of Intent .....	9
G. Contact Information .....	9
<b>II. Scope of Work and Deliverables</b> .....	<b>9</b>
A. About this Section.....	9
B. Background.....	9
B.1 Mental Health Services Act (MHSA or ACT).....	9
B.2 MHSA Values (“General Standards”).....	10
B.3 MHSA Funding .....	11
B.4 Roles and Responsibilities of Counties and MHSOAC.....	11
B.5 Community Services and Supports.....	11
B.6 Full Service Partnerships (FSP) .....	12
C. Plan to Complete Scope of Work and Deliverables .....	14
C.1 Possible Data Sources .....	15
C.2 Evaluation Methodology Requirements.....	15
C.3 Coordination, Collaboration, and Consistency with MHSA Values .....	16
C.4 Communication .....	16
D. Scope of Work .....	17
D.1 Development and Implementation of a Tracking and Monitoring System for Adults Receiving Services via CSS That Allows for Evaluation of Those Clients and Services .....	17
D.2 Evaluation of the Efficacy of Services for Adults Who Receive Less Comprehensive Services Than What Is Provided via FSP .....	21
D.3 Creation of Policy and Practice Recommendations for How to Improve Upon Current CSS Services, Evaluations, and Systems .....	22
E. Deliverables .....	23

E.1 Deliverable #1: Report of Proposed Tracking, Monitoring, and Evaluation System for Adults Receiving Services Within the CSS Component.	24
E.2 Deliverable #2: Report of Proposed Implementation Plan to Pilot the Tracking, Monitoring, and Evaluation System in a Sample of Providers/Counties .....	24
E.3 Deliverable #3: Report of Proposed Research Design and Analytic Plan to Evaluate the Efficacy of CSS Services for Client in Less Comprehensive Services than Full Service Partnerships .....	24
E.4 Deliverable #4: Report of Evaluation Results.....	24
E.5 Deliverable #6: Report of Policy and Practice Recommendations for How to Improve Upon Current CSS Services, Evaluations, and Systems.....	25
<b>III. Proposal Format, Required Documents, and Delivery .....</b>	<b>25</b>
A. About this Section.....	25
B. Required Documents .....	25
C. Required Format for a Proposal.....	26
D. Number of Copies .....	26
E. Packaging and Labeling.....	26
F. Minimum and Desired Qualifications for Proposers.....	27
G. Proposal Narrative .....	28
<b>IV. Scoring Process .....</b>	<b>28</b>
A. About this Section.....	28
B. Proposal Scoring .....	28
B.1 Stage 1: Administrative Submission Review .....	28
B.2 Stage 2: Review of Proposer’s Qualifications and Proposal Narrative .....	28
B.3 Stage 3: Evaluation of Cost Proposal.....	29
B.4 Stage 4: Combining Proposer’s Experience and Project Narrative/Work Plan Score with Cost Proposal Score .....	30
B.5 State 5: Adjustments to Score Calculations for Bidding Preferences.....	30
C. Preference Points .....	31
C.1 Disabled Veteran Business Enterprise Incentive .....	31
C.2 Small or MicroBusiness Preference.....	31

C.3 Non-Small Business Preference.....	31
C.4 Small Business Language.....	32
D. Proposal Scoring and Evaluation Tools.....	32
E. Award Procedures .....	32
<b>V. Administration .....</b>	<b>32</b>
A. RFP Defined .....	32
B. Cost of Developing Proposal .....	32
C. Printing Services .....	33
D. Confidential Information.....	33
E. Darfur Contracting Act of 2008 .....	33
F. RFP Cancellation and Amendments .....	34
G. Errors.....	34
H. Modifying or Withdrawal of Proposal .....	34
I. Immaterial Defect.....	34
J. Disposition of Proposal .....	34
K. Proposer’s Admonishment .....	34
L. Rejection of Proposal.....	35
M. Protest Procedures .....	35
N. Agreement Execution and Performance .....	36
<b>VI. Attachments .....</b>	<b>37</b>
Attachment 1: Required Attachment Checklist/Table of Contents.....	38
Attachment 2: Mandatory Letter of Intent to Apply .....	39
Attachment 3: Proposal/Proposer Certification Sheet .....	40
Attachment 4: Proposer Cover Letter .....	41
Attachment 5: Proposer Qualifications .....	42
Attachment 6: Proposal Narrative .....	44
Attachment 7: Cost Proposal Sheet .....	47
Attachment 8: Bidder Declaration (GSPD-05-105) .....	48
Attachment 9: Darfur Contracting Act Certification .....	49
Attachment 10: Secretary of State Registration.....	50
Attachment 11: Proposal Scoring Tools .....	51
Attachment 12: Sample of Standard Agreement Contract (STD 213) with Exhibits A through E.....	59

Attachment 13: Sample Payee Data Record (Std. 204) .....81  
Attachment 14: Sample Contractor Certification Clauses (CCC-307).....82  
Attachment 15: California Disabled Veteran Business Enterprise (DVBE) Bid  
Incentive Instructions .....87

## I. INTRODUCTION

The California Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission) is seeking an experienced Contractor with demonstrated success performing large-scale evaluations of mental health systems to develop and pilot a system to track, monitor, and evaluate client outcomes within the Community Services and Supports (CSS) component of the Mental Health Services Act (MHSA), among other activities and deliverables to be named in this Request for Proposal (RFP). Through a response to this RFP, the successful Proposer will demonstrate that they have personnel and organizational capacity to effectively carry out a contract of this scope and magnitude. The successful Proposer will describe how they meet minimum and desired qualifications, including their breadth of experience developing and implementing comprehensive tracking and monitoring systems that facilitate evaluation of mental health services and systems for quality improvement purposes. The successful Proposer will also showcase their ability to design robust evaluations and creatively overcome common obstacles to completing such activities.

For this RFP, the MHSOAC is requesting proposals for a Contractor to address the Deliverables and Scope of Work described herein. It is necessary for this contract to commence in early 2014 (expected start date is January 1, 2014) and be fully completed prior to June 30, 2016. The maximum funding allowed will be \$700,000.

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 Brief Overview of Contract Opportunity

The purpose of this exploratory evaluation effort by the MHSOAC is to assess the CSS component of the MHSA and consider how all aspects of this system, including client outcomes, can best be tracked, monitored, and evaluated. This system should ultimately enable providers, counties, and the state to understand the clinical and functional status of clients within individual CSS programs/services, and determine whether clients are in appropriate services. In essence, this system should provide client-level outcomes and data that speak to the appropriateness of a client's current level of care.

Community Services and Supports (CSS) is the largest component of the MHSA. The CSS component includes client and family driven services that have a focus on wellness and integrated service experiences for clients and families, as well as serving un-served and underserved populations. The CSS component includes Full Service Partnerships (FSP), which are designed to provide comprehensive services to the highest-need clients in the system (e.g., those with severe mental illness/emotional disturbance who have histories of homelessness, incarceration, and/or institutionalization). In addition, the CSS component includes services for individuals with serious mental illness/emotional disturbance and their family members who may not qualify for FSP services.

To date, a larger focus has been placed on evaluation of clients served in FSP versus clients in less comprehensive services than Full Service Partnerships within the CSS component. Within the context of this work, we plan to expand this focus to non-FSP clients so that a tracking and monitoring system can be developed and piloted in a sample of counties that would allow for evaluation of those clients in less comprehensive services than FSP. However, consideration of currently used methods to track, monitor, and evaluate both FSP and non-FSP clients will be necessary due to the continuum of care that should be offered to clients served through the CSS component.

Lessons learned via the development and piloting of the system for the full CSS component and initial evaluation of services for non-FSP clients will be used to generate policy implications and recommendations for next steps that would facilitate further development and full implementation of a statewide system to track, monitor, and evaluate the CSS component. Policy recommendations should also consider lessons learned via this work regarding current CSS-related statute and regulations that may hinder the ability to properly place and serve clients within service settings that are appropriate for their needs and current levels of care.

This exploratory evaluation represents another step toward continuous assessment of the MHSA and broader public community-based mental health system, focused on accountability and quality improvement, guided by MHSA values and principles. The ultimate goal of this project will be to contribute to our ability to understand and improve upon the quality of services offered via the CSS component and the system that supports these services.

## 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	August 30, 2013
Deadline for Written Questions*	September 13, 2013 by 4:30 p.m.
Distribute Questions/Answers and Addenda (if any) to RFP	September 20, 2013 by 4:30 p.m.
Mandatory Notice of Intent	September 30, 2013 by 4:30 p.m.
<b>Deadline to Submit Proposals</b>	November 1, 2013 by 4:30 p.m.
Notice of Intent to Award	November 21, 2013
Contract Start Date	January 1, 2014

## C. Contract Term and Available Funding

There is a maximum of up to \$700,000.00 available for the contract resulting from this RFP. Please note that the timeline for completion of all deliverables outlined in this contract is between 24 and 30 months; all work must be completed, approved, and invoices paid by June 30, 2016. These funds are provided through the five percent (5%) MHSOA 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 January 1, 2014. 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 United listed in the Contact Information section below. Inquires shall be put in writing and communicated through [www.bidsync.com](http://www.bidsync.com) by 4:30 p.m. Pacific Standard Time (PST) September 13, 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 September 13, 2013.

## F. Mandatory Letter of Intent

A Notice of Intent (**ATTACHMENT 2**) for the MHSOAC CSS Monitoring System Contract is due by September 30, 2013 to the MHSOAC Contracts Unit, or if by mail postmarked by September 30, 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

Norma Pate, Chief of Administrative Services  
Mental Health Services Oversight and Accountability Commission  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, CA 95811  
Telephone: (916) 445-8790  
FAX: (916) 445-4927  
E-mail: [norma.pate@mhsoac.ca.gov](mailto:norma.pate@mhsoac.ca.gov)

## 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 2004, the MHSA was approved through a voter initiative (Proposition 63). The MHSA was designed to support and encourage system-wide change in California's public community mental health system that would foster a positive impact on the state's prevention of and response to mental illness. The MHSA was crafted to finance culturally and linguistically

competent, new-generation, promising-practice mental health services for Californians of all ages using approaches that incorporate the critical elements of hope, personal empowerment, respect, social connection, self-responsibility, and self-determination. The MHSA is intended to encourage early identification of and response to indicators of mental illness, help individuals recover from mental illness, treat mental illness, reduce the duration of mental illness, prevent the negative impact of mental illness, and reduce stigma and discrimination associated with mental illness.

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 be meaningful and play a partnership role in all MHSA funded efforts, including evaluation.

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

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

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 five percent (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 MHSA established the MHSOAC 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 values and outcomes, as well as the community mental health system.
- An approach of continuous evaluation, where learning takes place based on completed evaluations, and forthcoming evaluations are built upon previously completed evaluations and the results and recommendations that stem from those evaluations.
- An approach of continuous quality improvement—tracking 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 Community Services and Supports**

Community Services and Supports (CSS) is the largest component of the MHSA. The CSS component is focused on community collaboration, cultural competence, client and family driven services and systems, wellness focus, which includes concepts of recovery and resilience, integrated service experiences for clients and families, as well as serving un-served and underserved populations. Housing is also a large part of the CSS component.

In their MHSA Three-Year Program and Expenditure Plans, counties are required to submit a listing of all programs for which MHSA funding is being requested that identifies the proposed expenditures for each type of CSS funding (Full Service Partnership, System Development, and Outreach and Engagement) and for each target age group (Adult, Children and Youth, Older Adult, and Transition Aged Youth).

## **B.6 Full Service Partnerships (FSP)**

FSP programs provide a broad array of coordinated and comprehensive services for individuals with the greatest life challenges from mental illness. The FSP program philosophy is to do “whatever it takes” to help individuals achieve their goals, including recovery. The services provided may include, but are not limited to, mental health treatment, housing, medical care, and employment and other services for persons with co-occurring disorders. Prior research has shown FSP programs to be effective in reducing homelessness and hospitalization, improving educational attainment, and reducing justice system involvement. Although such intensive services may be costly, their positive impact may help to outweigh the costs and actually prompt savings to society.

According to MHSA Regulations, counties are required to direct the majority of the CSS funding to the Full Service Partnership service category, as stated in Title 9 California Code of Regulations (CCR), §3620:

“(c) The County shall direct the majority of its Community Services and Supports funds to the Full Service Partnership Service Category.

(1) Small Counties shall fulfill this requirement no later than Fiscal Year 2008-09.

(2) Services designed under General System Development and/or Outreach and Engagement that benefit clients and/or their families in Full Service Partnerships can be used on a pro-rated basis to meet the requirement in (c) above.

(3) Funds for the Mental Health Services Act Housing Program shall be excluded from determinations of whether the County has directed the majority of its Community Services and Supports funds to the Full Service Partnership Service Category.”

The MHSA Regulations also specifically state the criteria for meeting the Full Service Partnership service category as described in 9 CCR §3620.05:

“(a) Individuals selected for participation in the Full Service Partnership Service Category must meet the eligibility criteria in Welfare and Institutions Code (WIC) Section 5600.3(a) for children and youth, WIC Section 5600.3(b) for adults and older adults or WIC Section 5600.3(c) for adults and older adults at risk.

(b) Transition age youth, in addition to (a) above, must meet the criteria below.

(1) They are unserved or underserved and one of the following:

- (A) Homeless or at risk of being homeless.
- (B) Aging out of the child and youth mental health system.
- (C) Aging out of the child welfare systems
- (D) Aging out of the juvenile justice system.
- (E) Involved in the criminal justice system.
- (F) At risk of involuntary hospitalization or institutionalization.
- (G) Have experienced a first episode of serious mental illness.

(c) Adults, in addition to (a) above, must meet the criteria in either (1) or (2) below.

(1) They are unserved and one of the following:

- (A) Homeless or at risk of becoming homeless.
- (B) Involved in the criminal justice system.
- (C) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.

(2) They are underserved and at risk of one of the following:

- (A) Homelessness.
- (B) Involvement in the criminal justice system.
- (C) Institutionalization.

(d) Older adults, in addition to (a) above, must meet the criteria in either (1) or (2) below:

(1) They are unserved and one of the following:

- (A) Experiencing a reduction in personal and/or community functioning.
- (B) Homeless.

(C) At risk of becoming homeless.

(D) At risk of becoming institutionalized.

(E) At risk of out-of-home care.

(F) At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.

(2) They are underserved and at risk of one of the following:

(A) Homelessness.

(B) Institutionalization.

(C) Nursing home or out-of-home care.

(D) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.

(E) Involvement in the criminal justice system.

(e) This section shall not prevent the County from providing services to clients with co-occurring conditions, including substance abuse, physical conditions/disorders, and/or developmental disorders/disabilities.”

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

This RFP calls for an experienced Contractor that shall provide research and evaluation services for the MHSOAC that allow the Contractor to complete the scope of work and Deliverables described herein. Once a contract is awarded, the Contractor will be expected to first provide recommendations to the MHSOAC on how to complete the scope of work and deliverables described below based on Contractor expertise (including ideas shared within the context of the response to this RFP) and feedback obtained from stakeholders. As such, Deliverables are designed so that some require recommended/proposed courses of action that must be approved prior to execution, whereas others require results/summaries of previously approved and already executed actions. Due to the collaborative nature (between the Contractor, MHSOAC, and stakeholders) in which all goals of this RFP are to be carried out, what Proposers describe within their proposals regarding plans to complete Deliverables will be preliminary in nature and may not reflect exactly what occurs within the scope of the to-be-awarded contract.

In order to enable Proposers to put forth within their proposals ideas for completion of this work that are closely aligned with MHSOAC intentions for this project and cost proposals that

are as accurate as possible, a variety of information is provided below that should be considered during preparation of proposals, including, for example, potential data sources that may be available for this work, MHSOAC expectations for Contractor performance (i.e., methodological, communication, and other requirements), and potential challenges that may need to be overcome as the work is carried out.

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

There are several possible sources of information/data that may be available to use for the purpose of this work (as listed below). Some of these data sources will be necessary to review in order to create a comprehensive understanding of what data is currently collected and reported pertaining to the CSS component by counties (which is a goal of this contract). In addition, individual counties may have systems of their own for tracking, monitoring, and evaluating services offered via the CSS component. For the purpose of this contract, the Contractor will be expected to develop and pilot (within a sample of counties/providers) a new system that will allow for tracking, monitoring, and evaluation of the CSS component at the state level. Therefore, the Contractor will be expected to review and consider data collection systems currently being used at the local county and statewide levels. It will also be highly likely that the Contractor will need to initiate data collection in pilot counties/providers that supplements or is in addition to data collection that is currently being conducted.

Below are possible sources of data that may be available and relevant to this work:

- a. Completed and ongoing surveys or inventories conducted by counties and their providers, contractors, or constituent groups
- b. External state and county data sources (e.g., census data, population and county demographics, the California Health Interview Survey, etc.)
- c. Internal state and county data sources (e.g., Client and Service Information system—CSI—for all CSS clients; Data Collection and Reporting System—DCR—for FSP clients; Consumer Perception Survey; Medi-Cal claims data, Annual Reports on Involuntary Detentions, etc.)
- d. County MHSA three-year plans, annual updates, annual Revenue and Expenditure Reports, and cultural competence plans
- e. Any other publicly-available data/information available to the Proposer

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

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

- a. When possible, data should be disaggregated to determine the impact, if any, on various populations/sub-groups, including groups based on age, gender, spoken language, cultural heritage, race, ethnicity, and any other meaningful demographics.
- b. All data used should be timely and of high quality. Appropriate methods should be taken to ensure that all data used for this project is valid, reliable, and non-biased.
- c. All research methods, findings, and associated implications and recommendations should be communicated in understandable terms when possible. 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 researchers). Technical reports need also be accurate and fully describe intended and/or used/applied methods in a sound manner.

- d. All proposed and/or used/applied methods must be technically accurate and in line with MHSOAC goals for this evaluation.
- e. 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. 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.

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 to conduct research that is guided and informed by those who are knowledgeable about the California mental health system. Specifically, it will be expected that end users of the tracking and monitoring system to be developed and piloted within the scope of this project will be consulted throughout. For the purpose of this project, end users (in addition to the MHSOAC staff) are defined as state- and county-level staff and providers that may eventually use the system to collect data, or use the system and its data to track, monitor, or evaluate clients and services. A description of how this MHSA value was/will be incorporated into each aspect of this project may be required within specific Deliverables.

### **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 by the MHSOAC
- 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 by the MHSOAC
- e. Develop and provide a plan for dissemination of key Deliverables to MHSOAC stakeholders

## D. Scope of Work

The following overarching questions should guide all activities carried out via this work:

- What statewide methods should be employed to ensure that providers, counties, and the state can track, monitor, and evaluate the status of adults who are receiving CSS services in order to determine the efficacy and appropriateness of those services?
- What policies, practices, systems, and infrastructure should be created and/or modified in order to better track, monitor, and evaluate adults who are receiving CSS services?
- How effective are services for adults who receive less comprehensive services than what is provided via Full Service Partnerships? (i.e., How effective are services for non-FSP clients?)
- What policies, practices, systems, and infrastructure should be created and/or modified in order to better serve adults within the CSS component? (i.e., What new and/or revised methods may further our understanding of CSS client clinical/functional status, current client level of care/service, the most appropriate level of care/service, as well as our ability to provide the most appropriate level of care?)

In order to address the above listed questions, the following activities will be carried out within the scope of this to-be-awarded contract (each activity is described further below):

- 1) Development and implementation of a tracking and monitoring system for adults receiving services via CSS that allows for evaluation of those clients and services.
- 2) Evaluation of the efficacy of services for adults who receive less comprehensive services than what is provided via FSP.
- 3) Creation of policy and practice recommendations for how to improve upon current CSS services, evaluation, and systems.

### **D.1 Development and Implementation of a Tracking and Monitoring System for Adults Receiving Services via CSS That Allows for Evaluation of Those Clients and Services**

The Contractor will be expected to work with stakeholders (e.g., end users of the system) to develop and pilot a system that would allow providers, counties, and the state to track and monitor clients as they participate in CSS services. The system should enable providers, counties, and the state to understand client clinical/functional status and current level of care in order to make decisions about the appropriateness of the current level of care and if changes should be made.

The goal of the development phase is creation of an ideal list of outcomes to be included in the system, optimal and feasible methods for measuring those outcomes, and methods by which the outcomes/measures could be used for evaluation and quality improvement purposes,

including determination of the appropriateness of clients' current level of care. Below is a list of items that will need to be considered during the development of this system.

- The system developed via the scope of this work should be focused on adults. However, it would be ideal if this initial system for adults could eventually be modified or extended for use with children/youth, transition-age-youth, and older adults. This preference should be considered in development of the system.
- The system shall consider goals and outcomes that have been defined within the MHSA.
- The tracking, monitoring, and evaluation system shall enable programs/providers, counties, and the state to track, monitor, and evaluate the impact of CSS services/programs and the overarching system on clients who receive CSS services. Thus, the system shall be structured to provide outcomes at the individual and system levels.
- The system shall include collection of client characteristics, treatment characteristics, and program/service characteristics.
- The system should ultimately enable data to be collected that would/could be used for quality improvement purposes at the provider, county, and state levels.
- The system shall be structured so that it provides data and recommendations for how the data can be used for evaluation and quality improvement purposes at the program/provider, county, and state levels.
- The Contractor shall consider the statewide and individual county systems that are currently in place for tracking, monitoring, and evaluation of the CSS component and how/if these systems can be used or augmented to accommodate the new system. Although, the new system should not be limited to currently available data, it should consider the limitations of current data collection and reporting systems that provide CSS data (e.g., the DCR and CSI) in order to improve upon those systems.
- This system shall be applicable to the full range of programs offered (e.g., FSPs, non-FSP services, wellness centers) and clients served (e.g., those with serious mental illness/emotional disturbance, those progressing toward recovery) within the CSS component, which vary greatly. Although the system must include outcomes that are broadly relevant to all CSS clients and services, it may also identify outcomes that pertain to specific clients and/or levels of care/services.
- The system shall be applicable to the full range of counties throughout the state. There may be significant variation in what constitutes a useful system for a small versus medium versus large county, for example. What is useful for a large county may not necessarily be easily adaptable for use by a small county. Consideration of this variety must be given during development of the system.
- The recommended outcome measures shall be feasible to collect yet provide meaningful and action-oriented information. Consideration should be given to the

timing at which measures are collected (e.g., at intake, at discharge, at various time points throughout treatment) and the means by which the data is collected (e.g., by clinical staff, by groups of staff members, by administrative staff, by peers). The system shall identify outcomes and data collection methods for which the benefits outweigh the burden of collection.

- Consideration should be given to Medicaid expansion, the Affordable Care Act, any other statewide or national initiatives that pertain to mental health care, and how these initiatives may impact current and future reporting requirements for mental health outcomes.
- The tracking, monitoring, and evaluation system shall clearly demonstrate or describe how the outcome measures can be used to assess the efficacy of CSS services and whether steps should be taken to improve service efficacy and appropriateness. For example, a service system may demonstrate success based on achievement of goals or benchmarks (e.g., movement of clients to lower levels of care; reductions in negative outcomes; improvements in health and functioning).

After the tracking, monitoring, and evaluation system has been developed, the Contractor shall implement the system in a group of volunteer pilot providers/counties. The goal of the pilot implementation phase will be to use the newly developed system to assess its usefulness and feasibility, as well as identify potential ways in which it could be strengthened. Information and expectations that pertain to this pilot implementation period are noted below.

- The Contractor will be required to identify a sample of volunteer providers in a variety of counties in which to pilot the tracking and monitoring system. Although the MHSOAC will not dictate which providers and counties should be involved in this phase of the project, selection of providers/counties that represent the variety of providers and counties within the state will be necessary (e.g., small, medium, and large counties; rural, suburban, and urban counties; counties/providers with robust systems already in place versus those without robust systems in place; counties that offer a variety of non-FSP services; counties that define FSP versus non-FSP clients in different ways; providers that offer only services for the severely mentally ill/emotionally distributed versus wellness centers versus integrated service systems; etc.). The MHSOAC will assist the Contractor with identification of providers to volunteer for this purpose.
- There may be specific counties that are in the process of developing and/or implementing tracking and monitoring systems that would be highly beneficial to include in the sample. Examples include, but are not limited to, Los Angeles, Sonoma, Stanislaus, Riverside, and Orange counties. Alternatively, there may be groups or blocks of counties (or providers) that are in the process of developing and/or implementing various tracking and monitoring systems that may be beneficial to include. Please note

that it will not be necessary to include providers throughout a county/group/block in order to include that county/group/block (i.e., it may suffice to include only a portion of the providers within one specific county/group/block).

- The Contractor may opt to pilot a small variety of system options that can be compared across providers/counties rather than trying to implement the same exact system in all pilot providers/counties. Alternatively, a small variety of systems or slightly modified systems may be piloted over time in the same group of providers/counties. The ultimate goal of this pilot period is to identify the most meaningful, useful, and feasible option(s) for a statewide system to track, monitor, and evaluate the CSS component. The Contractor will be expected to work with the MHSOAC and stakeholders to identify and carry out the most robust means of achieving this goal using available resources.
- Physical implementation of the pilot tracking and monitoring system may not necessarily reflect what an eventual (recommended) statewide system would look like. Within the scope of this contract, the Contractor will be expected to pilot the developed tracking, monitoring, and evaluation system to the extent possible within the volunteer providers/counties. This may require modifications to the developed system that are made in response to limitations that arise based on provider/county contexts. For example, it may be desirable for the system to use specific individuals or methods to collect data on the outcomes. If these individuals or methods are not available to a provider/county, the Contractor will be expected to work with the provider/county to overcome such obstacles. If providers/counties do not have resources to carry out all steps needed to pilot the new system (e.g., no means to enter data into an electronic system in a timely manner, or no electronic system to do so), the Contractor will be expected to overcome these obstacles (e.g., collecting hard-copy forms from providers so that the data can be entered by the Contractor).
- The Contractor will be required to provide recommendations (i.e., potential next steps, action items, and instructions) for how the new system could potentially be modified/strengthened and then implemented and used statewide. Thus, the piloting period must be structured to accomplish this goal.
- Although the system shall be developed so that it is applicable to the full range of programs offered and clients served within the CSS component, it may not be possible to pilot the system with the full range of providers and for the full range of CSS clients, although this would be the ideal to strive for. The Contractor will be expected to strive to meet this goal. If it is not achievable, this must be addressed as a limitation when considering and providing recommendations for statewide implementation of the system.

The implementation phase will be dependent on identification and cooperation of a sample of providers/counties that are willing to volunteer for participation in the piloting period and provide the Contractor with data that is collected. These counties and providers will likely be at various stages in terms of their ability to implement a newly developed system. As such, the Contractor must be prepared to overcome obstacles that may appear as a result of this variability. Potential challenges may include, but are not limited to, the following:

- Provider- and county-level concern over use of data and evaluation results to identify possible shortcomings in their current services and systems.
- Lack of provider and county volunteers to properly pilot in a robust manner.
- Lack of provider/county resources (i.e., funding and staff) needed to pilot the newly developed system in a way that is as close to the proposed system as possible.
- Lack of provider/county infrastructure needed to pilot system as proposed.
- Variation in ability of providers/counties to implement systems and provide the Contractor with data in a timely manner.
- Variability in skill/knowledge-level of provider/county representatives who will manage and carry out pilot implementation.
- Need for providers/counties to implement the system in accordance with the plan developed and approved via the scope of this work.

## **D.2 Evaluation of the Efficacy of Services for Adults Who Receive Less Comprehensive Services Than What Is Provided via FSP**

Using the system developed for the state and implemented with a group of pilot providers/counties, evaluate the impact of CSS services on adult clients who are not currently served through FSP programs.

- The evaluation should assess all clients included/tracked within the newly developed system, as well as potential variation by county, program, provider, and client demographics (e.g., diagnosis, age, gender, race, ethnicity, spoken language).
- Please note that, although the tracking, monitoring, and evaluation system developed and implemented via this project should focus on all CSS clients (i.e., both FSP and non-FSP clients), the evaluation should only focus on a subset of CSS clients who are engaged in services that are less comprehensive than Full Service Partnerships. Although the results of this evaluation will provide preliminary information regarding the efficacy of services offered to non-FSP clients, the process of completing this evaluation is intended to provide the Contractor with the opportunity to use the newly developed system for the purpose of evaluation to determine its strengths and weaknesses.

- Lessons learned via the evaluation shall be used to generate recommendations for potential revisions to the system aimed at strengthening it and preparing it for potential statewide adoption.
- Although the system shall be developed so that it is applicable to the full range of programs offered and clients served within the CSS component, it may not be possible to pilot the system with all types of programs and clients. As such, the evaluation will not be able to assess these services and clients. This should be noted and considered when developing recommendations for next steps regarding statewide implementation of the system.

### **D.3 Creation of Policy and Practice Recommendations for How to Improve Upon Current CSS Services, Evaluations, and Systems**

Based on lessons learned via development and piloting of the tracking/monitoring system, results of the evaluation of services for non-FSP clients, and assessment of the CSS component and service delivery system, policy recommendations shall be made to the MHSOAC that aim to improve the efficacy of the CSS component, as well as the systems in place to facilitate and evaluate that component.

- The Contractor must draw from what was learned via the scope of this project to provide recommendations regarding creation and/or modification of policies, guidelines, and practices that should be in place to help maximize the effectiveness of services offered via the CSS component and the systems in place to provide and guide those services.
- Recommendations shall include suggestions for next steps to build a statewide system to track, monitor, and evaluate relevant CSS outcomes. These recommendations shall describe how the system developed and piloted via this work should be further modified (if at all) for statewide use. Recommendations should speak to what outcomes should be included in such a system, as well as potential variation by, county, service level, and client characteristics.
- Recommendations shall also speak to the methods by which the system should be implemented, including data collection methods and the physical infrastructure through which data and outcomes are shared (among providers, counties, and the state).
- Recommendations should also speak to the current and ongoing ability of the CSI, DCR, and other currently available statewide databases to achieve successful and robust monitoring, tracking, and evaluation of the CSS component. It should be made clear if and how these systems may be needed/useful if a new system were to be implemented.
- Recommendations shall also include suggestions for future research in this area, such as specific ongoing and limited-time evaluations that should be done via the proposed statewide tracking, monitoring, and evaluation system or other means.
- All recommendations should be made based on information gathered via the scope of this project. Links between findings and recommendations should be provided.

In summary, the end results the MHSOAC hopes to achieve with this project include initial development and piloting of a system to ensure proper monitoring, tracking, and evaluation of clients served via the CSS component. In addition, an early evaluation of adult clients being served via CSS in less comprehensive services than FSP will be completed. A brief assessment of the policies, regulations, and guidelines that pertain to the CSS component will be carried out in order to better understand potential limitations of the policies and practices that are currently in place that may hinder provision of effective and appropriate services for CSS clients. Via the exploratory work done to develop, pilot, and use the system for evaluation purposes within this work, we hope ideas will be generated that will help build a foundation upon which a statewide system can be designed and later implemented. A successful statewide system would enable providers, counties, and the state to continuously track, monitor, and evaluate CSS component performance for both clients in FSP and non-FSP programs. This system could then be used to improve upon the quality of services offered to adult clients and the system through which the services are offered. Creation of data-driven recommendations for improving the capacity of the CSS component to promote positive outcomes in clients, including proper movement of clients through the systems, is paramount to this effort.

## 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 sections of this document. Please note the following regarding submission of all Deliverables:

- All Deliverables from the Proposer shall be presented in an electronic format (to be agreed upon prior to start of work) that is easily posted on the MHSOAC website, pursuant to Government Code Section 11135 in compliance with accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended and regulations implementing that act.
- 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 MHSOAC 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 MHSOAC stakeholders, including and ranging from evaluation experts and professionals to the general public.
- A full draft of all deliverables must be submitted to the MHSOAC a minimum of two weeks prior to final deliverable due dates, in order to allow MHSOAC 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 Tracking, Monitoring, and Evaluation System for Adults Receiving Services within the CSS Component**

This report shall fully describe all facets of the proposed system and address/incorporate all issues outlined in the previous "Scope of Work" section that pertain to the system. Development of this report shall include collaboration with stakeholders (e.g., end users); the process through which stakeholders were involved and extent of stakeholder involvement shall be described within the report.

### **E.2 Deliverable #2: Report of Proposed Implementation Plan to Pilot the Tracking, Monitoring, and Evaluation System in a Sample of Providers/Counties**

This report shall fully describe all facets of the proposed pilot implementation and address/incorporate all issues outlined in the previous "Scope of Work" section that pertain to implementation. Development of this report shall include collaboration with stakeholders (e.g., end users); the process through which stakeholders were involved and extent of stakeholder involvement shall be described within the report.

Please note that, upon approval of Deliverables 1 and 2, the Contractor shall proceed to implement the system.

### **E.3 Deliverable #3: Report of Proposed Research Design and Analytic Plan to Evaluate the Efficacy of CSS Services for Clients in Less Comprehensive Services than Full Service Partnerships**

This report shall fully describe all facets of the proposed evaluation and address/incorporate all issues outlined in the previous "Scope of Work" section that pertain to the evaluation. Please note that the Contractor shall be expected to use the piloted system for the basis of this evaluation.

Upon approval of Deliverable 3, the Contractor shall proceed to carry out the evaluation.

### **E.4 Deliverable #4: Report of Evaluation Results**

This report shall fully describe the final methods used to evaluate the efficacy of CSS services in non-FSP adult clients and the results of that evaluation. The Contractor will be expected to evaluate CSS services within/for individual providers, individual counties (when appropriate), and statewide (i.e., evaluation of all clients that were included in the pilot) and generate individual reports for each of these (i.e., individual providers, individual counties, and the state). However, the individual provider-level reports shall only be disseminated to those individual providers for their own internal use/knowledge. In contrast, the county-level statewide reports shall be made publically available and shall thus include a full summary of the

primary aims of this project, methods used to achieve those aims, and statewide results of the evaluation.

### **E.5 Deliverable #5: Report of Policy and Practice Recommendations for How to Improve Upon Current CSS Services, Evaluations, and Systems**

This report shall fully describe policy and practice recommendations intended to improve upon the current CSS services, evaluations, and systems. The report shall address/incorporate all issues outlined in the previous "Scope of Work" section that pertain to creation of policy and practice recommendations. Development of this report shall include collaboration with stakeholders (e.g., end users); the process through which stakeholders were involved and extent of stakeholder involvement shall be described within the report. As the final report of this project, this Deliverable shall briefly summarize major activities and findings from all prior reports/Deliverables and project stages.

Upon approval by the MHSOAC, this Deliverable will be widely disseminated by the MHSOAC for a 30 day public review period in which feedback will be requested on its contents. The Contractor shall provide the MHSOAC with contact information for all stakeholders that participated in this project so that they can have the opportunity to participate in the review process.

## **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 **“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 proposals sets may contain photocopies of the original package.

### E. Packaging and Labeling

Proposals must be received by November 1, 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 listed 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 13MHSOAC008  
CSS Monitoring System  
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 Qualifications for Proposers**

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.

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.

## 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 Qualifications and Proposal Narrative

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 **ATTACHMENT 5**. In addition, the Review Panel will review all proposals that passed Stage 1 to assess the quality of the submitted Proposal Narrative (see **ATTACHMENT 6**).

- a. The Review Panel will individually review and numerically score all aspects of the Proposer Qualifications and Proposal Narrative, including 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 and Desired 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 108 possible points may be achieved in this stage and a minimum of 75 points (i.e., 70%) 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 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 27 points will be awarded for the cost proposal. The proposal offering the lowest total cost earns the maximum of 27 points. The remaining proposals earn cost proposal

points through a cost conversion formula. The following formula is used for the award of cost points:

**SAMPLE COST SCORE CACULATION**

Proposer	Bid Amount	Low Bid = Maximum points 27 Low Bid /Current Bid x 27 = cost points
A	\$22,900	Low Bid = Maximum of 27 points
B	\$26,000	$\$22,900 \div \$26,000 \times \text{Max. pts.} = 23.78 \text{ pts.}$
C	\$29,700	$\$22,900 \div \$29,700 \times \text{Max. pts.} = 20.82 \text{ pts.}$

**B.4 Stage 4: Combining Proposer’s 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 proposal 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 Stage 4 score has 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 Programs

A Proposer may qualify for preference points described below. Each qualifying Proposer passing the minimum requirements of Stage 2 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 Services (OSDS) 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 OSDS. 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 OSDS 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 OSDS. However, the OSDS prefers to receive the written

expedite request and complete certification application package a minimum of five to ten working days prior to the proposal submission deadline date. Further information can be found on the Internet at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

#### **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 minimum of twenty-five percent (25%) of the proposal amount. A five percent (5%) preference will be granted to a proposer who is certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code Section 999.50. Applications must be on file at the OSDS 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 office 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:

<b>Notice of Intent to Award</b>	<b>Intent to Protest Letter</b>
November 21, 2013	December 2, 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:

Person’s Name, Phone # Proposer’s Name Street Address City, State, Zip Code FAX #	<p style="text-align: center;"><b>INTENT TO PROTEST</b>          RFP 13MHSOAC008          CSS Monitoring System          Norma Pate, Contracts Office          Mental Health Services Oversight and          Accountability Commission          1300 17<sup>th</sup> Street, Suite 1000          Sacramento, California 95811</p>
---	---

Within five (5) working days from the date the MHSOAC receives the Intent to Protest Letter, the protesting Proposer must file with the MHSOAC at the above address a Letter of Protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, Federal Express, etc.). The Letter of Protest cannot be hand delivered by the Proposer, faxed or sent by electronic mail. Any letter 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 24-30 months. 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.

## VI. 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 CSS Monitoring System  
RFP Number 13MHSOAC008**

Proposer Name:

Contact Person:

Phone Number:

Email Address:

The Mandatory Letter of Intent is due to the MHSOAC by September 30 2013 by 4:30 p.m. Pacific Standard Time. If by mail, the postmark must be by September 30, 2013. Please mail this form to the MHSOAC's Contracts Unit 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 with **original signatures** by a representative authorized to bind the organization—please submit one (1) original plus five (5) copies. 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 CSS Monitoring System**

The undersigned proposer hereby proposes to provide the services specified in Request for Proposal Number 13MHSOAC008.

Proposer Name:

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

Total Amount of Proposal:

## ATTACHMENT 5: Proposer Qualifications

### MHSOAC's CSS Monitoring System

**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 and desired 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 five (5) pages may be submitted for the Proposer Qualifications summary. Any pages that exceed the five (5) page limit will not be reviewed or considered during the scoring process.**

#### **Minimum Qualifications**

1. Demonstrated successful experience in development and implementation of tracking and monitoring systems used to facilitate evaluation of mental health services and systems.
2. Demonstrated successful experience in development and implementation of quantitative research methods and large-scale evaluations geared toward quality improvement of mental health systems and the services within those systems.
3. Demonstrated successful experience working with large-scale datasets (e.g., county-wide; statewide), including methods that include full Health Insurance Portability and Accountability Act (HIPAA) compliance.
4. Experience that demonstrates capability to successfully manage a project of similar scope, duration, and funding.
5. Demonstrated successful experience with culturally competent approaches to evaluation that maximize inclusion/representation of diverse groups, including un/underserved populations.
6. Demonstrated successful experience with completion of government contracts.
7. Demonstrated successful experience with use of research and evaluation to inform public policy and/or make research-based and action-oriented policy recommendations.

### **Desired Qualifications**

1. Demonstrated successful experience with MHSA evaluation.
2. Demonstrated successful experience with collecting, analyzing, and interpreting California state- or county-wide data for quantitative evaluation purposes.
3. Familiarity and experience working with/within California's mental health Systems of Care and the MHSA Community Services and Supports component.

## ATTACHMENT 6: Proposal Narrative

### MHSOAC's CSS Monitoring System

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 each section is five (5). Any information contained on pages that go beyond the five (5) page limit per section will not be reviewed or considered during the scoring process. Information included in the Proposer Qualifications section does not need to be repeated.**

#### Description of Organization and Personnel (No more than 5 pages)

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.

Provide information regarding the proposed project team, including a list of all proposed team members/personnel, their titles, and a brief description of their current jobs.

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.

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.

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 5 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.

#### Plan to Complete Scope of Work (maximum of 5 pages)

Present an outline of your recommended plan for addressing the different deliverables articulated in the Scope of Work. Please include a brief overview of the following:

- Recommended steps for developing and implementing a tracking and monitoring system for adults receiving services via CSS that allows for evaluation of those clients and services (i.e. ideas to complete Deliverables 1 and 2).
- Recommended steps for evaluating the efficacy of services for adults who receive less comprehensive services than what is provided via FSP (i.e. ideas to complete Deliverables 3 and 4).
- Recommended steps for creating policy and practice recommendations for how to improve upon current CSS services, evaluation, and systems (i.e. ideas to complete Deliverable 5).

Assuming the contract will begin January 1, 2014, develop a timeline for completing each deliverable.

#### Ideas for Creation of Tracking and Monitoring System (maximum of 5 pages)

Considering all the information included in the RFP on the Scope of Work and goals for this project, describe initial ideas and recommendations for what the system for tracking, monitoring, and evaluating CSS services might look like. In other words, use your current knowledge and experience as an evaluator of mental health systems to envision and describe what might be included in Deliverable 1: Report of Proposed Tracking, Monitoring, and Evaluation System for Adults Receiving Services within the CSS Component.

#### Ideas for System Piloting (maximum of 5 pages)

Considering all the information included in the RFP on the Scope of Work and goals for this project, describe initial ideas and recommendations for piloting the tracking and monitoring system and the rationale for your suggestions. In other words, use your current knowledge and experience as an evaluator of mental health systems to envision and describe what might be included in Deliverable #2: Report of Proposed Implementation Plan to Pilot the Tracking, Monitoring, and Evaluation System in a Sample of Providers/Counties.

#### Overcoming Challenges (maximum of 5 pages)

Considering all the information included in the RFP on the Scope of Work and goals for this project, describe initial ideas and recommendations that would enable you to overcome obstacles that may appear within the scope of this work. Include ideas on how to overcome, the following potential challenges:

- Provider- and county-level concern over use of data and evaluation results to identify possible shortcomings in their current services and systems.
- Lack of provider and county volunteers to properly pilot in a robust manner.
- Lack of provider/county resources (i.e., funding and staff) needed to pilot the newly developed system in a way that is as close to the proposed system as possible.

- Lack of provider/county infrastructure needed to pilot system as proposed.
- Variation in ability of providers/counties to implement systems and provide the Contractor with data in a timely manner.
- Variability in skill/knowledge-level of provider/county representatives who will manage and carry out pilot implementation.
- Need for providers/counties to implement the system in accordance with the plan developed and approved via the scope of this work.

**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.	\$	
<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**

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 November 1, 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.

**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 Total Score</b>
<b>Part One: Proposer’s Qualifications</b>	<b>30</b>		=
-Criterion 1: Minimum Qualifications	(21)		
-Criterion 2: Desirable Qualifications	(9)		
<b>Part Two: Proposal Narrative</b>	<b>78</b>		=
-Criterion 1: Org and Staff Quality	(18)		
-Criterion 2: Scope of Work Plan	(24)		
-Criterion 3: Creation of System	(12)		
-Criterion 4: System Piloting Plan	(12)		
-Criterion 5: Overcoming Challenges	(12)		
<b>Total Part One and Two</b>	<b>108</b>		<b>75</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.

Score	Descriptor
0	Does not meet qualifications
1	Meets Qualifications Minimally
2	Meets Qualifications
3	Exceeds Qualifications

Part 1 / Criterion 1: Minimum Qualification	Possible Points: 21			
1. Demonstrated successful experience in development and implementation of tracking and monitoring systems used to facilitate evaluation of mental health services and systems.	0	1	2	3
2. Demonstrated successful experience in development and implementation of quantitative research methods and large-scale evaluations geared toward quality improvement of mental health systems and the services within those systems.	0	1	2	3
3. Demonstrated successful experience working with large-scale datasets (e.g., county-wide; statewide), including methods that include full Health Insurance Portability and Accountability Act (HIPAA) compliance	0	1	2	3
4. Experience that demonstrates capability to successfully manage a project of similar scope, duration, and funding.	0	1	2	3
5. Demonstrated successful experience with culturally competent approaches to evaluation that maximize inclusion/representation of diverse groups, including un/underserved populations.	0	1	2	3
6. Demonstrated successful experience with completion of government contracts.	0	1	2	3
7. Demonstrated successful experience with use of research and evaluation to inform public policy and/or make research-based and action-oriented policy recommendations.	0	1	2	3
<b>SUBTOTAL for Part 1 / Criterion 1: / 21</b>				

<b>Part 1 / Criterion 2: Desired Qualification</b>	Possible Points: 9			
1. Demonstrated successful experience with MHSA evaluation	0	1	2	3
2. Demonstrated successful experience with collecting, analyzing, and interpreting California state- or county-wide data for quantitative evaluation purposes	0	1	2	3
3. Familiarity and experience working with/within California's mental health Systems of Care and the MHSA Community Services and Supports component	0	1	2	3
<b>SUBTOTAL for Part 1 / Criterion 2:     / 9</b>				

<b>Part 1 FINAL SCORING</b>	
Criterion 1 Subtotal	= (Maximum Possible Points: 21)
Criterion 2 Subtotal	= (Maximum Possible Points: 9)
<b>TOTAL SCORE</b>	<b>= (Maximum Possible Points: 30)</b>

**PART TWO:**

**Proposal Narrative:** Reviewers will use the scoring criteria below to rate the quality of Proposer responses to items required within the Proposal Narrative.

**Please note the following:**

- Reviewers may refer to the section on Proposer Qualifications as well as resumes and other supporting documents that were provided by the Proposer as necessary to assess and score Criterion 1 below (i.e., rating of the organization, personnel, and staffing plan).
- Reviewers shall base their scoring of Criteria 2 through 5 solely on the information provided within each relevant section of the Proposal Narrative (i.e. Plan to Complete Scope of Work, Ideas for Creation of Tracking and Monitoring System, Ideas for System Piloting, and Overcoming Challenges). Cost value/effectiveness via the Cost Proposal Sheet may also be considered while scoring of Criteria 2 through 5.

Score	Descriptor
0	Inadequate / Missing
1	Poor
2	Fair
3	Satisfactory
4	Good
5	Very Good
6	Excellent

Criterion 1: Quality of Organization and Personnel	Possible Points: 18						
1. Overall ability for proposed <u>organization</u> to carry out all aspects of this contract in a high quality, rigorous manner.	0	1	2	3	4	5	6
2. Overall ability for proposed <u>personnel</u> to carry out all aspects of this contract in a high quality, rigorous manner.	0	1	2	3	4	5	6
3. Overall adequacy of the proposed <u>staffing plan</u> to complete all aspects of this contract in a high quality, rigorous manner.	0	1	2	3	4	5	6
<b>SUBTOTAL for Part 2 / Criterion 1:</b>							<b>/ 18</b>

<b>Criterion 2: Plan to Complete Scope of Work</b>	Possible Points: 24						
4. Recommended steps for developing a tracking and monitoring system for adults receiving services via CSS that allows for evaluation of those clients and services (i.e. plan to complete Deliverable 1).	0	1	2	3	4	5	6
5. Recommended steps for implementing a tracking and monitoring system for adults receiving services via CSS that allows for evaluation of those clients and services (i.e. plan to complete Deliverable 2).	0	1	2	3	4	5	6
6. Recommended steps for evaluating the efficacy of services for adults who receive less comprehensive services than what is provided via FSP (i.e. plan to complete Deliverables 3 and 4).	0	1	2	3	4	5	6
7. Recommended steps for creating policy and practice recommendations for how to improve upon current CSS services, evaluation, and systems (i.e. plan to complete Deliverable 5).	0	1	2	3	4	5	6
<b><u>SUBTOTAL for Part 2 / Criterion 2:</u></b>							<b>/ 24</b>

<b>Criterion 3: Ideas for Creation of Tracking and Monitoring System</b>	Possible Points: 12						
8. Overall quality of Proposer ideas for the tracking, monitoring, and evaluation system for CSS services.	0	1	2	3	4	5	6
9. Ability of Proposer to consider the breadth of issues that need to be considered when designing the system (i.e., issues listed within the RFP).	0	1	2	3	4	5	6
<b><u>SUBTOTAL for Part 2 / Criterion 3:</u></b>							<b>/ 12</b>

<b>Criterion 4: Ideas for System Piloting</b>	Possible Points: 12						
10. Overall quality of Proposer ideas and rationale for piloting the system.	0	1	2	3	4	5	6
11. Ability of Proposer to consider the breadth of issues that need to be considered when piloting the system (i.e., issues listed within the RFP).	0	1	2	3	4	5	6
<b>SUBTOTAL for Part 2 / Criterion 4:</b>							<b>/ 12</b>

<b>Criterion 5: Overcoming Challenges</b>	Possible Points: 12						
12. Overall quality of Proposer ideas for overcoming obstacles that may appear within the scope of work.	0	1	2	3	4	5	6
13. Ability of Proposer to consider the breadth of issues and challenges that may be encountered.	0	1	2	3	4	5	6
<b>SUBTOTAL for Part 2 / Criterion 5:</b>							<b>/ 12</b>

<b>Part 2 FINAL SCORING</b>		
Criterion 1 Subtotal	=	(Maximum Possible Points: 18)
Criterion 2 Subtotal	=	(Maximum Possible Points: 24)
Criterion 3 Subtotal	=	(Maximum Possible Points: 12)
Criterion 4 Subtotal	=	(Maximum Possible Points: 12)
Criterion 5 Subtotal	=	(Maximum Possible Points: 12)
<b>TOTAL SCORE</b>	<b>=</b>	<b>(Maximum Possible Points:78)</b>

### Stage 3 – Evaluation of Cost Proposal

Total Current Bid Amount:	\$	If lowest bid, score = 27 Otherwise, lowest bid / total bid x 27 = 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 Qualifications (30 pts.) Part Two: Project Narrative (78 pts.)	<b>108</b>	
Part Three: Cost Points	<b>27</b>	
<b>Total Points Possible</b>	<b>135</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>13MHSOAC008</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTOR'S NAME

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

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

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

Exhibit A – Scope of Work

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.	\$	
<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

**Exhibit E**  
Information Confidentiality and Security Requirements

incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, 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)

---

**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)

---

**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

---

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

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

---

**DGS-PD Office of Small Business and DVBE Services (OSDS)**  
707 Third Street, Room 1-400, West Sacramento, CA 95605  
Website: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)  
OSDS Receptionist, 8 am-5 pm: (916) 375-4940  
PD Receptionist, 8 am-5 pm: (800) 559-5529

**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.