



ADDENDUM #1
Issued: October 25, 2010

REQUEST FOR PROPOSALS Number 10-70123-000
Mental Health Services Oversight and Accountability Commission's (MHSOAC's)
Initial Statewide Evaluation of the Mental Health Services Act (MHSA)
Proposals Due Date: November 15, 2006, 4:30 p.m.

The changes in this addendum shall be included in the RFP and this addendum shall be part of the RFP documents. All conditions not affected by this addendum shall remain unchanged.

Please note the revised website link to replace the web link that is currently noted in the following specifications of the RFP: <http://www.mhsoac.ca.gov/soac-announcements.aspx>

Section B. Background

State Level Roles and Responsibilities, (Page 5)

The California Mental Health Planning Council (CMHPC) reviews and approves the performance outcome measures for public community mental health. Consistent with this responsibility, the CMHPC approved "Performance Indicator Proposal for the Mental Health Services Act, September, 2009" (available at website link: <http://www.dmh.ca.gov/MHSOAC/default.asp>) which is a comprehensive set of indicators/outcomes that are consistent with the MHSA.

Additional Resources (Page 6)

The MHSOAC contracted for development of 1) a summary of databases available, 2) a survey of individuals and organizations to develop priorities for this and future evaluations, and 3) a list of previous and current evaluation efforts. These documents are provided to supplement background information provided in this RFP and are available at the following website link: <http://www.dmh.ca.gov/MHSOAC/default.asp>.

Following are questions received about the solicitation and the responses to the questions:

Technical/Data Questions:

Question 1: Regarding the sentence on page 9 (objective 2) of RFP Number 10-70123-000: "...Note: this impact analysis at the individual level is limited to available data (i.e., a small segment of public mental health clients, full services partners, is reflected in this data.)" QUESTION: does this

statement mean that data exists for only a small number of people served by the FSP? - Or are you just saying that people with SMI represent a small % of all people served by the MH Services Act?

Response 1:

Full service partners are a small percentage of all people served by the MHSA.

Question 2: Would it be accurate to say that, at least in general, the common member/consumer individual identifier across data sources (where relevant) is the individual's Medi-Cal ID number? If not - is there some other identifier that could reasonably be relied upon to correlate individual's information (where that information exists at the individual level) across data sources - (e.g. across DCR, CSI, IPC, IMD, MEDS)?

Response 2:

There may be common identifiers across some of the data sources with information on individuals served in public mental health. Identifiers can be created to link Medi-Cal information; however, these methods yield less than 100 percent links.

Question 3: Regarding the data sources: Consumer Perception Survey (CPS): Youth Satisfaction Survey (YSS) & YSS & #8208;F (Family) & MHSIP (Mental Health Statistics Improvement Program - are prior (historical) results of these surveys available? In other words, will it be possible for the contractor to investigate trends in this information going back at least three (3) years?

Response 3:

The consumer and family satisfaction survey information that has been submitted by counties is available for at least three (3) prior years.

Question 4:

How technical should this proposal be written? For instance, should we be very detailed about the statistical methods and list data sources for each analysis?

Response 4:

The scoring criteria are available in Attachment 12. Sufficient information should be provided within allowable page limits for the reviewers to be able to evaluate the proposals consistent with the specified criteria.

Question 5: Logs of grievances and/or complaints could be another data source (p.7) Does the Commission plan to make grievances/complaints a standard feature of the Client and Services Information System?

Response 5:

The Client and Services Information System is a database managed by the California Department of Mental Health. The MHSOAC does not make changes in that database.

Question 6: On page 9, it says "Workforce indicators will not be addressed through this RFP" Does that mean that beyond costs, the Workforce, Education and Training (WET) component is excluded from Objective 1? Should WET be included in Objectives 3 and 4?

Response 6:

Workforce, Education and Training (WET) should be included in the summary of activities and expenditures as described in Objective #1. No further analysis of WET is expected under Objective #1. Objective #3 is focused on evaluations that are focused on the impact of the MHSA on client outcomes and MHSA values. WET evaluations should be included when applicable.

Question 7: Should the proposer try to answer questions a-l on page 8 and 9 for all components of MHSA e.g. PEI, INN, WET and capital facilities and technological needs? For example, is there data on PEI and INN to answer questions d-f? "d. How many are being served? e. Who is being served? f. What services are being provided?"

Response 7:

Questions "a" through "l" under Objective #1 are examples of questions that may be addressed by the evaluator under Deliverable 1.b. These are focused on the Community Services and Supports (CSS) component of the MHSA. There is no expectation of analysis of these questions for Prevention and Early Intervention or Innovation components under this RFP.

Question 8: What are the names of the datasets specific to PEI, INN, WET, and capital facilities and technological needs? How can we get information on what is in these datasets?

Response 8:

The information needed to develop Deliverable 1A is available in the MHSA Revenue and Expenditure Reports and the local MHSA plans.

Question 9: Can you clarify the difference between question a "Who has and has not received services, supports and resources for each of the MHSA components?" in objective 1 and question e "Who is being served?" in objective 1 on pages 8 and 9?

Question 10: Question g in objective 1 asks "Who is providing services?" When it says "who", does this refer to the occupation of the person providing the services (e.g. peer provider, psychiatrist, social worker) or the organization providing the services (county, contractor, CBO)?

Question 11: Can you clarify the difference between question a "How are services distributed by demographic characteristics such as age, race/ethnicity, gender, residence location, etc." in objective 1 and question k "How the mix of services has changed over time and changed mental health offerings through California and by geographic region" in objective 1?

Question 12: Question c in objective 1 asks "What was the focus of implemented programs?". Does the focus refer to client characteristics (age, race, etc.), service provided (e.g., housing, wellness center, therapy), the desired outcome or something else?

Response to 9, 10, 11, & 12:

The list of questions in Objective #1 “a-l” are examples of questions that may be addressed in Deliverable 1B by the evaluator. The evaluator will propose the specific questions for analysis under Deliverable 1B.

Question 13: Can you clarify the difference between the first part of objective 1 which is covered in Deliverable 1A “For all MHSA Components, identify, describe and analyze activities and expenditures of local MHSA funds” and question h “How much is being spent?” that is part of Deliverable 1B?

Response 13:

Deliverable 1A is a summary report and Deliverable 1B is an update of that summary and more detailed analyses. See Response to Question # 9, 10, 11, & 12..

Question 14: Are the “PEI tracking forms” mentioned on page 9 of the report “Performance Indicator Proposal for the Mental Health Services Act” by the California Mental Health Planning Council available for use in this study?

Response 14:

No.

Question 15: Can we have more details about the "system of care" mentioned in question b of objective 1?

Response 15:

No additional information will be provided.

Question 16: Question i in objective 1 asks “How are MHSA funds enhancing or expanding the mental health system?” Can you clarify the difference between “enhancing” and “expanding”?

Response 16:

“Enhancing” was intended to capture changes in quality or types of services while “expanding” was intended to address changes in amounts of services.

Question 17: What is "Co-occurring Disorder Services Competency - on page 5?

Response 17:

No additional information will be provided.

Question 18: Please clarify what is intended by 'expert advisory mechanism'. Will the members of the advisory mechanism be available through the MHSAOAC and counterparts, or will the evaluator provide its own resources for expert advisory?

Response 18:

The evaluator is expected to provide the resources for needed expert advisory mechanisms.

Question 19: For indicators 35 and 37 in the Matrix of California's Public Mental Health System Prioritized Performance Indicators, are the 3 and 14 day holds (on page 53 of the RFP) the same analysis as Indicator 35 ("Involuntary: Rate of Conservatorships") and Indicator 37 ("Utilization of IMD/MHCR/SNF and SH") listed on page 9 of the report "Performance Indicator Proposal for the Mental Health Services Act" by the California Mental Health Planning Council? If not, which analysis would you prefer for Indicators 35 and 37?

Response 19:

The analysis expected for Involuntary Care should be based on 3 and 14 day holds as specified in the "Matrix of California's Public Mental Health System Prioritized Performance Indicators" rather than Indicators 35 and 37 from the "Performance Indicator Proposal for the MHSA."

Question 20: Page 6 section C says "Most" of the quantitative analysis will use existing statewide datasets. Given that this contract is firm-fixed price, please provide examples of non-existing sets that would need to be developed in order to develop an appropriate bid.

Response 20:

There is no expectation to develop any new data sets to be able to meet the expectations of this RFP. The statement that "most" of the quantitative analysis will use existing statewide data sets was included for two reasons: 1) to state a clear preference to use statewide information that is already available and 2) provide flexibility for evaluators who may wish to supplement this information with county specific information or through newly developed data, such as county surveys.

Administrative Questions:

Question 21: Page limits for many sections of the proposal are not clear or missing; please clarify the page limits for each section of the proposal. (e.g. Cover letter, letters of recommendation, etc)

Response 21:

There are no page limitations for those Sections that do not indicate a page limitation.

Question 22: What types of stakeholders will be reviewing the proposals? Consumers? Data analysts? OAC staff? DMH staff? Others?

Response 22:

Please see Page 21, Section M, for a detailed explanation of the review process.

Question 23: Are attachments 1-11 available in Word format? A Word format will make it easier to enter responses directly into the forms and allow us to expand the space for longer answers.

Response 23:

The attachments are issued in Word as a part of this Addendum.

Question 24: Attachment 8 (Work Plan) is laid out in a general manner and lacks the ability to include specific details. Are we allowed to elaborate and build a more detailed work plan, as long as we retain the essential elements that you included in Attachment 8?

Response 24:

Yes please include a detailed work plan.

Question 25: Are you open to alternate contract clause language that will modify provisions to align to the industry standards?

Response 25:

In accordance with page 18, Section K, Item 6 of this RFP:

“MHSOAC does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected.”

Question 26: Many organizations have standard terms and conditions for state and local contracts; will there be an opportunity to address these in finalizing details of contract terms and provisions?

Question 27: Will indemnification be limited to the negligence standard (industry standard contract language)?

Question 28: Typically a term for cause clause is introduced in contract provisions as well, allowing a notification and cure period. Will this be introduced?

Question 29: Will you consider allowing a notification and cure period in the termination for cause clause?

Question 30: Will a limitation of liability provision be included with the contract terms and clauses in accordance with industry standards?

Responses to 26, 27, 28, 29, & 30:

The details of the final contract terms and provisions will not be addressed during the bidding process.

Question 31: Please clarify the contract pricing terms. Is this designated as Firm-Fixed-Price per deliverable, to-be-delivered on or before the specified dates? If so, please clarify the language in the sample clauses stating that payment and billing are to be 'monthly in arrears.'

Response 31:

Regarding Sample Contract, Exhibit B: Any contract issued from this proposal will have language correcting the "monthly in arrears" phrase to language consistent with payment for deliverables.

Question 32: Payment to the contractor shall be based on the satisfactory completion and delivery of project deliverables (p. 10). Does this statement assume that no payment will be made to the successful bidder until delivery of the first report in June 2011?

Question 33: Would MHSOAC consider spreading the payments for the deliverables across months after June 30, 2010 or even before?

Question 34: Is monthly invoicing permitted per the standard contract terms or is it mandatory that payments will be made strictly by deliverables?

Response 32, 33, & 34:

The MHSOAC shall authorize the State Controller's Office to issue payment upon the receipt and acceptance of each Deliverable and upon receipt of a properly submitted invoice. In accordance with the Prompt Payment Act, the State shall make payments accordingly.

Question 35: Are detailed budgets required to support the costs requested for each deliverable?

Response 35:

It is not necessary to provide a detailed budget.

Question 36: Page 16: "The proposer is responsible for any portion of the total project cost not funded through funds awarded through this bid process." Please elaborate.

Response 36:

The State shall compensate the contractor for Deliverable only, and shall not compensate the contractor for any other costs or expenses.

Question 37: Page 18: "No erasures are permitted. 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." Please elaborate. Documents will be produced via soft copy; should track changes be used?

Response 37:

Track Changes are not required. The "no erasures" clause is referring to changes made to a hardcopy subsequent to printing.

Question 38: Page 25. "Upon issuance of the Notice of Intent to Award, 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." Proposals will contain proprietary information. How will this information be protected?

Response 38:

The MHSOAC Legal Office determines what is allowed to be released under the California Public Records Act. Information such as financial statements and social security numbers are considered confidential and would not be released to the public.

Question 39: Are vendors who have previously held contracts with the Commission (i.e., Petris Center at UC Berkeley, Resource Development Associates) eligible to bid on the current contract?

Question 40: Are the contractors involved in the "multiple efforts occurring to evaluate outcomes of various parts of the MHSA" eligible to bid on this RFP?

Question 41: Given "The analysis must also include and synthesize the results of the multiple efforts occurring to evaluate outcomes of various parts of the MHSA." will current evaluators (see the listing below) be allowed to bid on this RFP, given their work will be included in the synthesis of results? Will their inclusion decrease the likelihood of an unbiased examination of data?

UC Berkeley, Petris Center
California Institute for Mental Health
Cleveland State University
University of Southern California
UCLA
California Mental Health Directors Association
National Alliance for the Mentally Illness

Response 39, 40, & 41:

Any proposal that meets the Minimum Qualifications, is legally permissible, and is deemed responsive shall be considered.

Question 42: Can a subcontractor be proposed by two or more prime contractors bidding on this RFP? For example: Bidder A proposes (as part of their proposal) Subcontractor B. Bidder C also proposes (as part of THEIR proposal) Subcontractor B.

Response 42:

Since only one proposer may be awarded, there is no conflict by several prime contractors listing the same subcontractor.

Question 43: Who owns the data at the end of the contract period?

Question 44: Per Exhibit D of the Special Terms and Conditions of the Standard Contract Agreement, it appears the Contractor owns copyright to all deliverables and data. Please confirm.

Question 45: Per Exhibit D of the Standard Contract Agreement, the paragraph regarding confidentiality of data and documents conflicts with publications and reports paragraph 2. No dissemination is allowed under this paragraph. Is the contractor free to publish at the end of the contract without further prior approvals as long as the data has been identified and no public release of confidential data is involved?

Responses 43, 44, & 45:

Details regarding the final contract terms and provisions will not be addressed during the bidding process. Exhibit D of the Standard Contract Agreement was included as a sample only.

Question 46: Concerning Substitutions of Contractor's key personnel may not be substituted without Contract Manager's prior written approval. Can we assume this means we have to notify you of a change but this does not mean you have the right to disapprove a person we select as a replacement.

Response 46:

The selection criterion considers the qualifications of key personnel as a scoring element and thereby affects the contract award. The MHSOAC will not allow proposers to substitute less qualified personnel to actually perform the work when more qualified personnel were identified in the proposal. For this purpose key personnel may not be substituted without prior approval from MHSOAC.

Question 47: "Time is of the essence" is listed as a provision, yet deadlines for deliverables are specified in the Scope of Work section. Please clarify the intent of this language.

Question 48: "Time is of the essence" is listed as a provision, yet deadlines for deliverables are specified in the Scope of Work section. Please clarify the intent of this language. Also, would the state of California consider removing this provision?

Responses 47 & 48:

This is standard boilerplate language that is present in all State contracts. The inference is to complete tasks and deliverables within the specified timeframes and to discourage time extension amendments.