

CALIFORNIA DEPARTMENT OF
Mental Health

1300 17th Street, Suite 1000, Sacramento, CA 95811
(916) 445-8715

**INVITATION FOR OFFER
Notice to Prospective Solicitors**

You are invited to review and respond to this Invitation for Offer (IFO), entitled **Mental Health Services Oversight and Accountability Commission, Prevention and Early Intervention Subject Matter Consultants, IFO No. 08-78076-A1, for Fiscal Years 2008-09, 2009-10 and 2010-11**. In submitting your offer, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language . If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of Department of Mental Health, this Invitation for Offer is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFO is:

Christopher Leep
Department of Mental Health
Business Services
(916) 651-3158

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Elaine Bush
Chief Deputy Director, Department of Mental Health
Procurement and Contracting Officer

Table of Contents

Section	Page
A) Purpose and Description of Services	3
B) Solicitors Minimum Qualifications.....	4
C) Offer Requirements and Information	4
1) Key Action Dates	4
2) Submission of Offer.....	4
3) Evaluation and Selection.....	6
4) Award.....	6
5) Disposition of Offer.....	6
6) Agreement Execution and Performance	6
D) Preference Programs.....	7
1) Small Business Preference.....	7
E) Required Attachments	7
1) Required Attachment Check List	8
2) Solicitors Certification Sheet	9-10
3) Subject matter Expertise Sheet	11
4) Offer Submission Form	12
5) Solicitors References	13
F) Sample Standard Agreement (STD 213)	
1) Exhibit A, Scope of Work	15
2) Exhibit B, Budget Detail and Payment Provisions	16
3) Exhibit C, General Terms and Conditions (View at DGS Internet Site: www.ols.dgs.ca.gov/Standard+Language)	
4) Exhibit D, Special Terms and Conditions.....	17

A) Purpose and Description of Services

The Mental Health Services Act (MHSA) mandates a comprehensive planning process within the public mental health system. Additionally, the multiple components of the MHSA are designed to support one another in leading to a transformed, culturally competent mental health system. The Mental Health Services Oversight and Accountability Commission (MHSOAC) is charged with the review and approval of program expenditures of the MHSA Prevention and Early Intervention (PEI) component's county plans, as delineated in Welfare and Institutions Code, Section 5846(a). In order to comply with this mandate, the MHSOAC will establish a review team comprised of individuals with expertise in areas specific to the priority populations and key community mental health needs as defined by the Department of Mental Health (DMH) PEI Proposed Guidelines. The MHSA requires the development and implementation of client and family driven, integrated, culturally competent, and recovery/resiliency oriented services within a collaborative environment. Transformational strategies for PEI are driven by individuals with mental health risk factors or issues and family/caregivers with specific attention placed on services tailored to the needs identified by local, regional and statewide stakeholders for groups who are un-served, underserved or inappropriately served. Four of the key community mental health care needs that this IFO seeks subject matter experts in are:

- 1) Psycho-social impact of trauma
- 2) Children/youth at risk for school failure
- 3) Stigma and discrimination
- 4) Suicide risk

Please indicate the above listed area or areas of expertise for which you are applying, on Attachment 3 of this solicitation.

The purpose of this **Invitation for Offer** is to contract with subject matter consultants in each of the above areas who will review, evaluate and make recommendations to the MHSOAC on county PEI plans. The subject matter consultants will have a central role in assisting the MHSOAC in the PEI county plan review process, and will be selected on the basis of their expertise in each of the four listed areas, with an additional focus on cultural diversity and cultural competency for all listed areas

The PEI component is new to the mental health system and many services and interventions will require close collaboration with health, education, juvenile justice, and social services systems. Subject matter consultants are necessary for the PEI review team to have an informed review of these new programs and services, and to make accurate recommendations for approval to the MHSOAC. MHSOAC reviewers must be able to determine whether county PEI plans combine sufficient programs, policies, activities and additional leveraged funding sources or resources in the county's work plan to achieve the desired PEI outcomes at the individual/family, program/system, and community levels. The need to establish sufficient expertise in the MHSOAC review team is essential for the timely review of PEI county plans. Subject matter consultants will provide the requisite specialized subject matter expertise and will advise and educate other reviewers. Currently, this level of consultant expertise does not exist within State service. It is unreasonable to expect a State civil service classification to be established, an examination offered, and recruitment completed in time to begin the PEI county plan review process.

It is estimated that PEI county plans will be submitted and reviewed over three fiscal years (FY) ending in FY 2010/11. Subject matter consultants will be provided a PEI county plan to read, evaluate and score. These subject matter consultants will participate as members of the PEI review team to discuss and clarify recommendations that will provide the basis for approving or collaborating with a county to strengthen its plan. They will be available, as needed, to provide expert consultation at review meetings with the county and at MHSOAC meetings in which the PEI county plans are discussed.

The subject matter experts shall demonstrate for his or her area(s) of expertise; if applicant is applying in more than one area, please answer questions 1, 3 and 4 for each area:

- 1) Expertise in specific area(s) designated from four listed above
- 2) General expertise in mental health prevention and early intervention
- 3) Knowledge of programs and models within the designated area(s) of expertise

- 4) Familiarity with innovative approaches with designated area(s) of expertise, in order to make services accessible, especially to people currently un-served or underserved by public mental health
- 5) The use of a tool(s) that can assess outcomes and evaluate the impact of prevention services
- 6) The ability to communicate their expertise in a clear, straightforward language and to contribute to collaborative discussions with individuals from broad-based experience and diverse perspectives

The subject matter experts agree to:

- 1) Provide written comments after reviewing county plans
- 2) Participate with the PEI review team to review county plans relevant to their area(s) of expertise
- 3) Provide technical assistance and suggest resources that will strengthen a county's plan
- 4) Contribute to summary recommendations to MHSOAC, based on the review team's assessment of the county plan
- 5) Contribute to the content of the summary reports regarding trends and "lessons learned"

B) Solicitors Minimum Qualifications

The subject matter experts must demonstrate, from education and/or work experience, an understanding and capacity to successfully carry out the services as stated above. This capacity is to be demonstrated by a task completion schedule, delineated by the MHSOAC, that addresses all elements described in Section A. The contractors may provide additional qualifications (i.e., licenses, minimum years of experience in the subject matter field, etc.) that shall be factored in the selection of the subject matter consultants.

C) Offer Requirements and Information

1) Key Action Dates

<u>Event</u>	<u>Date</u>	
IFO available to prospective solicitors	August 15, 2008	
Final Date for Offer Submission	August 22, 2008	No later than 3:00 pm -
Offer Opening	August 25, 2008	
Proposed Award Date	September 8, 2008	

2) Submission of Offer

- a) All offers must be submitted under **sealed** cover and sent to the Department of Mental Health, Mental Health Services Oversight and Accountability Commission, by dates and times shown in Section C, Offer Requirements and Information, item 1) Key Action Dates, (page 3). The sealed cover must be plainly marked with the IFO number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Department of Mental Health
 Contract Unit
 1600 9th Street, Room 101
 Sacramento, CA 95814
 PEI Subject Matter Consultants
 08-78076-000

DO NOT OPEN

Offers not submitted under sealed cover may be rejected. A minimum of one original (with original signatures on required forms) and one (1) copy of the offer must be submitted.

- b) All offers shall include the documents identified in Section E, Required Attachment Checklist (see page 8). Offers not including the proper "required attachments" shall be deemed non-responsive. A non-responsive offer is one that does not meet the basic offer requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the offering firm.
- d) Mail or deliver offers to the following address:

Department of Mental Health
Contract Unit
1600 9th Street, Room 101
Sacramento California 95814
- e) Offers must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause an offer to be rejected.
- f) An offer may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all offers and may waive an immaterial deviation in an offer. The State's waiver of an immaterial deviation shall in no way modify the IFO document or excuse the solicitors from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing offers and in anticipation of award of the agreement are entirely the responsibility of the solicitors and shall not be charged to the State of California.
- h) An individual who is authorized to bind the solicitors contractually shall sign the Solicitor Certification Sheet, pages 9-10. The signature should indicate the title or position that the individual holds in the firm. An unsigned offer may be rejected.
- i) A solicitor may modify an offer after its submission by withdrawing its original offer and resubmitting a new offer prior to the offer submission deadline. Modifications offered in any other manner, oral or written, will not be considered.
- j) A solicitor may withdraw its offer by submitting a written withdrawal request to the State, signed by the solicitors or an authorized agent. Solicitors may thereafter submit a new offer prior to the offer submission deadline. Offers may not be withdrawn without cause subsequent to offer submission deadline.
- k) The awarding agency may modify the IFO prior to the date fixed for submission of offers by the issuance of an addendum to all parties who received an offer package.
- l) The awarding agency reserves the right to reject all offers. The agency is not required to award an agreement.
- m) Before submitting a response to this solicitation, solicitors should review, correct all errors and confirm compliance with the IFO requirements.
- n) Where applicable, solicitors should carefully examine work sites and specifications. Solicitors shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

- o) The State does not accept alternate contract language from a prospective contractor. An offer with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

3) Evaluation and Selection

- a) At the time of offer opening, each offer will be checked for the presence or absence of required information in conformance with the submission requirements of this IFO.
- b) The State will evaluate each offer to determine its responsiveness to the published requirements.
- c) Offers that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the solicitors, may be rejected.
- d) Award if made, will be to the lowest responsive responsible solicitors.

4) Award

- a) Whenever an agreement is awarded under a procedure, which provides for competitive offers, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.

5) Disposition of Offers

- a) Upon offer opening, all documents submitted in response to this IFO 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.
- b) Offer packages may be returned only at the solicitor's expense, unless such expense is waived by the awarding agency.

6) Agreement Execution and Performance

- a) Performance shall start not later than the express date set by the awarding agency after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's offer price and the actual cost of performing work by the second lowest solicitors or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

- 1) Small Business Preference: www.pd.dgs.ca.gov

E) Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete offer or offer package will consist of the items identified below.

Complete this checklist to confirm the items in your offer. Place a check mark or "X" next to each item that you are submitting to the State. For your offer to be responsive, all required attachments must be returned. This checklist should be returned with your offer package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Solicitor Certification Sheet
_____ Attachment 3	Subject Matter Expertise Sheet
_____ Attachment 4	Offer Submission Form
_____ Attachment 5	Solicitors References

ATTACHMENT 2

SOLICITORS CERTIFICATION SHEET

This Solicitors Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The offer must be transmitted in a sealed envelope in accordance with IFO instructions.

Do not return Section C, Offer Requirements and Information (pages 4 through 6) nor the "Sample Agreement" at the end of this IFO.

- A. Our all-inclusive offer is submitted as detailed in Attachment 3, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this offer document. The signature below authorizes the verification of this certification.

An Unsigned Solicitor Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Solicitor's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Solicitors Certification Sheet

Complete the numbered items on the Solicitors Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

SUBJECT MATTER EXPERTISE SHEET

As stated on Page 3, Section A of this solicitation; four of the key community mental health needs that this IFO seeks subject matter experts in are:

- 1) Psycho-social impact of trauma
- 2) Children/youth at risk for school failure
- 3) Stigma and discrimination
- 4) Suicide Risk

Please indicate below the area or areas of expertise for which you are applying:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

ATTACHMENT 4

Offer Submission Form

There will be approximately 59 county plans the subject matter consultants shall be expected to review over a period of three fiscal years (2007/08, 2008/09 and 2009/10). It is difficult to predict the number of county plans that will be received by DMH and OAC in any given fiscal year. Therefore, it will be prudent to ensure that a county review team is available as soon as the county plans are received. The Department of Mental Health estimates this contract will result in a total of 472 hours.

Our all-inclusive bid is \$ _____ per hour.

The all-inclusive bid quoted above by the bidder shall be binding for the term of the Agreement.

Billing cycle:

Monthly Quarterly Semi-Annually Annually

Note: All services performed are paid in arrears according to billing cycle indicated above.

ATTACHMENT 5

SOLICITORS REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your offer will cause your offer to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

F) Sample Standard Agreement (STD 213)

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum \$ _____ 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 | page(s) |
| Exhibit B – Budget Detail and Payment Provisions | page(s) |
| Exhibit C* – General Terms and Conditions | _____ |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | _____ |
| Exhibit E – Additional Provisions | page(s) |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

CONTRACTOR		<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		
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	<input type="checkbox"/> Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING		

Exhibit A

Scope of Work

Contractor, as subject matter consultants, agree to provide to the Department of Mental Health services that include: review, evaluate and make recommendations to the MHSOAC on each county PEI plan, with an emphasis on issues related to their subject matter expertise, cultural diversity and competency issues. The areas of expertise may include trauma; early onset of serious psychiatric illness; and children and youth in stressed families, at risk of school failure or at risk of entering the juvenile justice system.

I. (brief description of service) as described herein:

(Brief description of services to be provided)

II. The services shall be performed at various locations.

III. The services shall be provided during the hours of various, excluding state observed holidays.

IV. The project representatives during the term of this agreement will be:

State Agency:	Department of Mental Health	Contractor:	
Name:		Name:	
Phone:		Phone:	
FAX:		FAX:	

Direct all inquiries to:

State Agency:	Department of Mental Health	Contractor:	
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:		Address:	
Phone:		Phone:	
FAX:		FAX:	

V. SPECIFICATIONS/DETAILED DESCRIPTION OF WORK

VI. OTHER REQUIREMENTS

Exhibit B

Payment Provisions

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, which is attached hereto, entitled Budget Detail, and made a part of this Agreement.

The Budget Detail, is an estimate only on the service type and number and/or quantity of service(s) to be provided by the contractor, which may be subject to change in order to meet the demands of the state hospital. The stated costs provided by the Contractor shall not be changed throughout the term of this Agreement.

- B. Invoices, representing an itemized listing of actual service(s) and actual cost per service(s) provided, shall include the Agreement Number, and be submitted in triplicate not more frequently than monthly in arrears to:

Keely LeBas
Contract Manager
Oversight and Accountability Commission
1300 17th Street, Suite 1000
Sacramento, CA 95811

D) 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.

E) 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 Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further 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 Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- 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 Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT D

rev Mar 2008

SPECIAL TERMS AND CONDITIONS

1. **SUBCONTRACTS.** Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.
2. **PUBLICATIONS AND REPORTS.**
 - A. If a publication and/or report is required under this Contract, Contractor shall:
 - (1) Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
 - (2) Furnish two copies of each publication and report required plus one reproducible original.
 - (3) Prepare all illustrations, maps and graphs in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.
 - (4) Print all graphs, illustrations and printed materials in a single color throughout each publication unless prior State approval is granted.
 - (5) Place the Contractor's name only on the cover and title page of publications and reports and summaries. Covers and title pages shall read as follows:

**DEPARTMENT OF MENTAL HEALTH
TITLE
By (Contractor)**

- B. 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.
 - C. 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.** 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. **DEPARTMENT OF MENTAL HEALTH STAFF.** Department of Mental Health 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, Department of Mental Health 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 Department of Mental Health 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 Department of Mental Health (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA.

- A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
 - B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
 - D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
 - E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.
8. APPROVAL OF PRODUCT. Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.
9. SUBSTITUTIONS. Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.
10. NOTICE. Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.
11. WAIVER. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.
12. GRATUITIES AND CONTINGENCY FEES. The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

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

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

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding 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. **INSURANCE.** 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; and

Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.

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 Deputy Director of Administrative Services of the Department, 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, performance under this Contract.

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 Department of Mental Health's Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of Mental Health, 1600 9th Street, Room 150, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration Director of Administration or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, 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. **TRAVEL.** Contractor's headquarters for purposes of payment of travel shall be the city designated in the signature block unless otherwise specified in the contract.

For travel necessary to the performance of this Contract, contractor shall use and submit travel reimbursement forms provided by the Department. All reimbursements shall be made in accordance with, and shall not exceed the rates authorized by, the State Administrative Manual and the Policies and Procedures of the Department. All requests to exceed any base reimbursement rate established in the State Administrative Manual or the Policies and Procedures of the Department must be made and approved prior to the date of travel and must be submitted in writing to the State's Contract Manager.

24. **TERMINATION.** Unless otherwise specified, either party may terminate this Contract by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the State, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice.
- B. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination.
- C. Terminate all orders and subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- E. Deliver or make available to the Department all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Contract prior to the effective date of termination.

25. **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 it's 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 required by law.

26. **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 Department Information Security Officer 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.

27. **Use of State Funds.** Contractor, including its officers and members, shall not use funds received from the Department 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.

28. **Drug-Free Workplace Certification.** Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace.

29. **Conflict of Interest Certification.** In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities, which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the Department if a statement is required.

In signing this contract, I certify that I have read and understand GOVERNMENT CODE 19990.