



C A L I F O R N I A D E P A R T M E N T O F

Mental Health

REQUEST FOR PROPOSAL Notice to Prospective Proposers

March 10, 2009

You are invited to review and respond to this Request for Proposal (RFP), entitled

RFP #08-78129-000

MHSA Evaluation Phase 1: Scope of Work.

In submitting your proposal, 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 and Contractor Certification Clauses 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 the Department of Mental Health, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Chris Leep
Department of Mental Health
(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.

Chris Leep
Contract Analyst

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A) Purpose and Description of Services

MHSOAC

Proposition 63, otherwise known as the Mental Health Services Act (MHSA), created the Mental Health Services Oversight and Accountability Commission (MHSOAC) in November 2004. In concert with our mental health partners, the MHSOAC provides vision and leadership, in collaboration with clients, their family members and underserved communities, to ensure Californians understand mental health is essential to overall health; and to hold public systems accountable by providing oversight for eliminating disparities, promoting mental wellness, recovery and resiliency, and ensuring positive outcomes for individuals living with serious mental illness and their families.

MHSA contains specific language that requires a competent evaluation of the services being provided under the Act and how those services are being administered. Consequently, this evaluation is necessary to accurately depict the extent to which the objectives and values of the MHSA are being achieved.

The MHSOAC established an Evaluation Committee to develop this Request for Proposal (RFP) and to create a framework for identifying the guiding principles and core values of the evaluation. The RFP calls for the evaluation to be split into two distinct phases. Phase I is to contract with a third party entity to develop the scope of work for the larger, overarching evaluation of the MHSA. Phase II seeks to contract with a different third party entity to conduct the overarching evaluation.

The MHSOAC and the Department of Mental Health will jointly award the contract for a 10-month period, beginning in February 2009 and extending through August 2009. Deliverables will be tied to key milestones in the Scope of Work development, plus regular reports to the Evaluation Committee and the MHSOAC. Frequent conference calls will be used to coordinate work.

Phase I is to design a format for the overall, comprehensive evaluation and to identify the constraints that will define the evaluation Scope of Work parameters. The contractor for Phase I will have the responsibility for assessing the MHSA outcomes, successes, lessons learned and future enhancements. The independent, third-party contractor will consider the following system levels in developing the Scope of Work:

- Client level outcomes
- System level outcomes
- Community level outcomes

The Contractor will use these levels in identifying MHSA values and components, delineating the degree to which implementation of these essential areas have been achieved. Additional areas critical to the effective implementation of the MHSA are listed below. These areas will need to be included in the contractor's overall assessment of the three levels and their impact.

- Prevention and early intervention
- Timely access to mental health services
- Outreach to families, employers, primary health care providers and others
- Access and linkage to medically necessary mental health care
- Reduction in stigma
- Reduction in discrimination
- Cultural Competence awareness

Please review the Reference Document A attached which was prepared by the MHSOAC's Evaluation Committee. This document includes background information, guiding principles, values, core objectives, and questions to assist in framing the scope of work.

B) Minimum Qualifications for Proposers

Minimum Qualifications

Eligible applicants include, but are not limited to, for-profit/not-for-profit management and consulting organizations, institutions of higher education, policy analysis centers, community-based organizations, and other entities with demonstrated capacity to effectively manage, administer, design and conduct wide-spectrum evaluations.

Note: People with lived experiences and family members are encouraged to apply.

Desired Qualifications

The Phase I contractor will possess the following qualifications:

1. Thorough knowledge of the mental health field in California.
2. Expertise in managing large-scale projects.
3. Proven project management experience.
4. Demonstrated abilities with defining resources, schedules and scope.
5. Risk assessment and evaluation skills.
6. Demonstrated experience working collaboratively with stakeholders.
7. Demonstrated understanding of the national mental health system.

C) Proposal Requirements and Information

1) Key Action Dates

<u>Event</u>	<u>Date</u>
RFP available to prospective proposers	March 10, 2009
Final Date for Proposal Submission	March 24, 2009
Proposal Opening	March 25, 2009
Notice of Intent to Award	April 1, 2009
Proposed Award Date	April 6, 2009

2) Work Plan and Work Schedule Requirements

The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

- a) Project Personnel
(List all personnel who will be working on the project and their titles and job descriptions)
- b) Facilities and Resources
(Explain where the services will be provided and what type equipment is needed to perform the services)

3) Cost Detail Format and Requirements

The proposed work should be broken down into the outline of the Work Plan and Work Schedule for the purpose of this proposal. The total costs of all tasks and milestones cannot exceed \$100,000.00. Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your cost proposal.

4) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to the Department of Mental Health by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates (page 3). Proposals received after this date and time will not be considered.
- d) A minimum of three (3) copies of the proposal must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

(Firm name and address)
(RFP Number)
(RFP Name)

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Section E, Required Attachment Checklist (see page 9). 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.

- h) Mail or deliver proposals to the following address:

U.S. Postal Service Deliveries

Department of Mental Health
1600 9th Street, Room 101
Sacramento, CA 95814

Hand Deliveries

(UPS, Express Mail, Federal Express)

Department of Mental Health
1600 9th Street, Room 101
Sacramento, CA 95814

- i) Proposals 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 a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, page 10. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

- t) The State 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. The State’s General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

5) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.
- d) Proposal Evaluation
 The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 100 points must be achieved in this phase to be considered responsive. (A responsive proposal is one which meets or exceeds the requirements stated in this RFP.) [Instruction to user agency: You are to establish criteria based on information provided in B above “Minimum Qualifications for Proposers”.]

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
1. Demonstrated knowledge of the mental health system in California.	40 Pts
2. Expertise in managing large-scale projects.	40 Pts
3. Proven project management experience.	20 Pts
4. Demonstrated abilities with defining resources, schedules and scope.	25 Pts
5. Risk assessment and evaluation skills.	15 Pts
6. Demonstrated experience working collaboratively with stakeholders.	15 Pts
7. Bid is completed and without errors.	10 Pts
8. Cost Detail does not exceed \$100,000.	15 Pts
9. Demonstrated ability to effectively manage, administer, design and conduct wide-spectrum evaluations.	10 Pts
10. Understanding of the national mental health system.	10 Pts
Total of possible points:	200 Pts

Please review the Reference Document A (Section G) attached which was prepared by the MHSOAC’s Evaluation Committee. This document includes background information, guiding principles, values, core objectives, and questions to assist in framing the scope of work.

6. Award

Notice of the proposed award shall be posted in a public place in the office of Department of Mental Health, 1600 9th Street, Room 101, Sacramento, CA 95814 and on the following Internet site: <http://www.dmh.ca.gov/> for five (5) working days prior to awarding the agreement.

7. Dispute of Award

For the purpose of resolving a dispute pertaining to the Department's posting of an Intent to Award, a 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 a written statement 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 and must be submitted within five business days of the Department's posting of an Intent to Award. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties.

8) Disposition of Proposals

- a) 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 upon written request. Address questions and requests under the California Public Records Act to:

CPRA Coordinator
1600 9th Street, Room 150
Sacramento, CA 95814
Email: DMH.PublicRecordsAct@dmh.ca.gov
Voice: 916-654-2319
Fax: 916-651-9919

- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

9) Agreement Execution and Performance

- a) Performance shall start on the express date set by the awarding agency 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, 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 Proposal price and the actual cost of performing work 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:

Certified Small Business

Proposers that are certified as a small business in California are encouraged to apply. A certified small business may claim a 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 related information can be found on the Internet at <http://www.pd.dgs.ca.gov>. For the purposes of this RFP, all proposers must submit a completed "Small Business Form" (Attachment 5).

Non-Small Business Preference:

Revisions to Government Code Section 14838 (b) (1) (2) provide for a non-small business preference.

The preference to a non-small business proposer that commits to small business or microbusiness subcontractor participation may also be awarded the 5% preference. Further information on this Non-Small Business Preference, can be found on the Internet at <http://www.pd.dgs.ca.gov>.

E) Required Attachments

Refer to the following pages for additional required attachments that are part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

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

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

	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Proposal/Proposer Certification Sheet
_____	Attachment 3	Cost Sheet
_____	Attachment 4	Proposer References

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Do not return Section C, Proposal Requirements and Information (pages 4 through 8) nor the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer 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. Proposer'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 Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer 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
(Optional)

SAMPLE COST PROPOSAL WORKSHEET

DIRECT LABOR	HOURS	RATE	TOTAL
Program Manager (Job Description)	_____	@ _____	_____
Staff Assistant (Job Description)	_____	@ _____	_____
Technician (Job Description)	_____	@ _____	_____
Clerical (Job Description)	_____	@ _____	_____
			\$ _____

SUBCONTRACTOR(S) COST ITEMIZED
\$ _____

INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)

Overhead Rate	_____	_____	
Fringe Benefits	_____	_____	
			\$ _____

DIRECT COSTS (EXCEPT LABOR)

Travel Costs	_____	
Equipment and Supplies (Itemized)	_____	
Other Direct Costs (Itemized)	_____	
		\$ _____

TOTAL COSTS
\$ _____

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal may cause your proposal 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. If three references cannot be provided, please explain why on an attached sheet of paper.

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			

ATTACHMENT 5

Small Business Form

NOTICE TO ALL BIDDERS

Small Business Preference

Section 14835, et. seq. Of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et. seq. A copy of the regulations is available on request. To claim the Small Business Preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be verified by the State Office of Small Business Certification and Resources. Questions regarding the preference approval should be directed to that office at (916) 322-5060 or (916) 323-5478.

Please complete this form and return with your Bid.

Are you claiming preference as a small business?

() YES () NO

Small Business Number _____

Name of CONTRACTOR/Organization

Street Address, City, State, Zip Code

Today's Date

**F) Sample Standard Agreement
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

Department of Mental Health

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ or upon final approval, 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 | page(s) |
| Exhibit B – Budget Detail and Payment Provisions | page(s) |
| Exhibit C* – General Terms and Conditions | GTC-307 dated 3/28/2007 |
| 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
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		
Department of Mental Health		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Stanley A. Bajorin, Deputy Director of Administrative Services		<input type="checkbox"/> Exempt per:
ADDRESS		
1600 9 th Street, Sacramento, CA 95814		

EXHIBIT A
SCOPE OF WORK

1. Contractor agrees to provide to (agency name and acronym) (type of service) as described herein:

(Give brief overview of services to be provided.)

2. The services shall be performed at (location).

3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

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

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:

- Specifications, requirements
- Personnel, staffing
- Coordination
- Results, deliverables
- Timelines, progress reports
- Evaluation, acceptance

EXHIBIT B
BUDGET DETAIL AND 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 and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.
- C. Payment shall not be due until the later of:
 - (a) The date of acceptance of goods or performance of services.
 - (b) Receipt of an accurate invoice.
- D. For contracts which allow partial payments to be made, partial payments of the contract price during the progress of the work shall have a minimum ten percent of the gross payment withheld pending satisfactory final completion of the entire contract.

2. **Instructions to Contractor**

- A. To expedite the processing of invoices submitted to the Department of Mental Health (DMH) for payment, all invoice(s) will be submitted to the DMH Contract Manager for review and approval at the following Bill To Address:

Department of Mental Health
Attention: Accounting Office
1600 Ninth Street, Room 440
Sacramento, CA 95814

- B. Invoices shall be submitted as one original and three copies.
- C. The following items are required on all invoices:
 - 1. On printed letterhead with Contractor name and address, or on invoice template provided by DMH Contract Manager
 - 2. Bill To Address (see section A. above)
 - 3. DMH Contract Manager's name
 - 4. Services or Products provided should be properly itemized
 - 5. Dates of Services provided
 - 6. DMH Contract Number
 - 7. Invoice Date
 - 8. Invoice Total
 - Attachments: If travel expenses are authorized in the contract, the Contractor shall provide documentation as described in section 2.D., "Travel Reimbursement".
 - 9. Authorizing Signature

Travel Reimbursement

Since the Contractor is not a State employee, travel reimbursement rates will be calculated in accordance with the Department of Personnel Administration (DPA) Rules 599.619, 599.631 and 599.722 for non-represented employees. Travel must be pre-approved by the DMH Contract Manager. Contractor will be reimbursed for actual expenses up to the maximum prescribed in the aforementioned DPA rules.

Along with an invoice, Contractor must submit a Travel Expense Claim (TEC) form (available from the DMH Contract Manager) or other such travel expense summary form approved by the DMH Contract Manager. Check with your Contract Manager for the appropriate document. All reimbursable travel expenses must be documented and receipts submitted to verify the following expenses: lodging, rental car, fuel for rental car and parking. A copy of the travel itinerary is required for all air travel. The time an individual leaves his/her office or residence and returns to his/her office or residence will be used in calculating per diem allowances. Expense claim forms must specify these times in order to be processed for payment.

Contractor must retain copies of all expense claim forms and receipts for at least three years from the final payment of this contract in case of an audit. For an overview of DPA's travel reimbursement program go to <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>. For specific questions regarding which travel expenses are reimbursable, contact the DMH Contract Manager.

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 Agreement does not appropriate sufficient funds for the program, this Agreement 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 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.
- 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.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.

4. Budget

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

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

rev Mar 2008

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 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 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.



REQUEST FOR PROPOSAL



“..ACHIEVING THE
PROMISE OF
TRANSFORMATION..”

PHASE I: SCOPE OF WORK

Evaluation Committee
January - 2009

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1.0 MHSOAC

Proposition 63, otherwise known as the Mental Health Services Act (MHSA), created the Mental Health Services Oversight and Accountability Commission (MHSOAC) in November 2004. In concert with mental health partners, the MHSOAC provides the vision and leadership, in collaboration with clients, their family members and underserved communities, to ensure Californians understand mental health is essential to overall health; and to hold public systems accountable and provide oversight for eliminating disparities, promoting mental wellness, recovery and resiliency and ensuring positive outcomes for individuals living with serious mental illness and their families.

1.1 Introduction

The evaluation effort will be completed in two phases: 1) Phase I will focus on the development of the Scope of Work and, 2) Phase II will entail the comprehensive evaluation. This Request for Proposal (RFP) seeks to identify an independent, third-party contractor to perform the activities for Phase I. The contractor will have responsibility for crafting the Scope of Work that will be used for assessing the MHSA outcomes, successes, lessons learned and future enhancements.

The MHSOAC and the Department of Mental Health will jointly award a contract for a 10-month period, beginning in February 2009 and extending through August 2009. Deliverables will be tied to key milestones in the Scope of Work development plus regular reports to the Evaluation Committee and the MHSOAC. Frequent conference calls will be used to coordinate work.

1.2 Minimum Requirements

Eligible applicants include, but are not limited to, for-profit/not-for-profit management and consulting organizations, institutions of higher education, policy analysis centers, community-based organizations, and other entities with demonstrated capacity to effectively manage, administer, design and conduct wide-spectrum evaluations.

Note: People with lived experiences and family members are encouraged to apply.

2.0 BACKGROUND

The MHSA has been recognized nationally as landmark legislation and has enjoyed significant positive attention since its launch in November 2004. MHSA programs are wellness-focused, promote recovery and resiliency, encourage prevention, emphasize client-centered, family focused and community-based services that are culturally and linguistically competent and which are delivered in an integrated fashion. The MHSA creates a vision of a transformed mental health system and the MHSOAC holds state and County Departments of Mental Health accountable. Through the work of the Evaluation Committee, which initiates guiding principles and recommendations, the MHSOAC promotes policies and strategies to further the vision of transformation and addresses barriers of system change, as well as providing oversight to ensure funds are spent true to the intent and purpose of the MHSA.

2.1 Guiding Principles

The MHSOAC has approved the following guiding principles for the independent, third-party contractor to use in developing the Scope of Work parameters:

- Exhibits integrity and professionalism
- Is valid and reliable; uses accepted social science research methodologies
- Includes and is responsive to the interests and values of stakeholders, communities and society
- Demonstrates cultural competence; uses appropriate strategies and skills to work with diverse groups
- Contributes to the development of knowledge and competence, including improving effectiveness and efficiency of programs and systems
- Identifies both what is working well and what is not
- Includes a carefully designed and functional system for collecting, organizing, maintaining, analyzing and utilizing meaningful information
- Produces timely, consistent, relevant data reports and disseminates them widely
- Is methodologically sound and impervious to vested interests
- To the degree possible, utilizes existing information to minimize the burden of data collection on service providers.

2.2 Values

The Scope of Work will be constrained using the following six MHSA values:

1. The MHSA defines serious mental illness among children, adults and seniors as a condition deserving priority attention, including prevention, and early intervention services and medical and supportive care.
2. The MHSA aims to reduce the long-term adverse impact on individuals, families and state and local budgets resulting from untreated serious mental illness.
3. The MHSA expands the kinds of successful, innovative service programs for children, adults and seniors begun in California, including culturally and linguistically competent approaches for underserved populations.
4. The MHSA provides state and local funds to adequately meet the needs of all children and adults who can be identified and enrolled in local and statewide programs.
5. The MHSA ensures that all funds are expended in the most cost effective manner and services are provided in accordance with recommended best practices subject to local and state oversight to ensure accountability to taxpayers and to the public.
6. The MHSA states that planning for adult services, children, Transition Age Youth and older adults shall be consistent with the philosophy, principles, and practices of the Recovery Vision for people who have experienced serious mental illness (hope, personal empowerment, respect, social connections, self-responsibility, and self-determination). The other principles are: promoting client-run services as a way to support recovery and resiliency; reflecting the cultural, ethnic and racial diversity of people seeking services, and planning for each person's individual needs.

2.3 Core Objectives

Transformation in the mental health system will be determined by the level of success the MHSA has achieved increasing wellness, recovery and resilience in reducing prevalence levels in the following seven core objectives:

1. Suicide
2. Incarcerations
3. School Failure or Dropout

4. Unemployment
5. Prolonged Suffering
6. Homelessness
7. Removal of Children from their Home

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3.0 SCOPE OF WORK DEVELOPMENT

The Scope of Work for the comprehensive evaluation will be formulated by an independent, third-party contractor, using the guiding principles, values and seven core objectives. The contractor will examine and document the processes used and outcomes achieved in implementing the MHSA, with particular attention to the following five components:

- Community Services and Supports (CSS)
 - Adults
 - Older Adults
 - Transitional Age Youth (TAY)
 - Children
- Innovative Programs (INN)
- Prevention and Early Intervention Programs (PEI)
- Workforce Education and Training (WET)
- Capital Facilities and Information Technology (CAP/IT)

The Scope of Work will be completed under Phase I – the contractor must develop the framework for assessing the MHSA outcomes, successes, lessons learned and future enhancements. The goal is to enable improvements to be made as the MHSOAC moves into the comprehensive evaluation effort under Phase II.

3.1 Phase II: Cost Estimate

A key responsibility of the Phase I contractor is to develop a cost estimate of the comprehensive evaluation. The cost estimate needs to include:

- Scope of Work
- Workplan for conducting the Phase II Evaluation, including,
 - Timeline for the overall evaluation
 - Array of activities required
 - Anticipated staffing requirements
 - Other indirect/direct costs
- Vendor solicitation costs

- Knowledge of industry costs/value for an expert to complete the evaluation

3.2 Considerations

Phase I is to design a format for the overall, comprehensive evaluation and to identify the constraints that will define the evaluation Scope of Work parameters. The independent, third-party contractor will consider the following system levels in developing the Scope of Work:

- Client level outcomes
- System level outcomes
- Community level outcomes

The Contractor will use these levels in identifying MHSA values and components, delineating the degree to which implementation of these essential areas have been achieved. Additional areas critical to the effective implementation of the MHSA are listed below. These areas will need to be included in the contractor's overall assessment of the three levels and their impact.

- Prevention and early intervention
- Timely access to mental health services
- Outreach to families, employers, primary health care providers and others
- Access and linkage to medically necessary mental health care
- Reduction in stigma
- Reduction in discrimination
- Cultural Competence awareness

3.3 Questions to Assist in framing the Scope of Work

The contractor will use the below-noted questions as a guide to development the overall evaluation framework. These questions will assist the contractor in identifying where transformation has begun and the deficiencies that remain.

1. How much progress has the MHSA achieved in accomplishing outcomes and meeting core values?

2. What are the “best practices” that can be shared with mental health partners, policy makers and other key stakeholders?
3. Based on the trends in the 58 counties, what can the mental health partners (i.e., the MHSOAC, the Department of Mental Health, the Planning Council and the California Mental Health Directors Association) expect to accomplish in the future by continuing to invest in these type of mental health projects?
4. How effective have counties been in reaching their goals as directed by the MHSA and what progress has been made?
5. What evidence is there that some areas of mental health, or some projects, are stronger than other areas for our investment?
6. What barriers exist that prevent effective collection and utilization of data?
7. To what extent are disparities in racial, cultural, and ethnic communities being served by the MHSA?
8. What are counties doing to engage racial, ethnic, and cultural communities?
9. How are counties monitoring their plans and activities for quality improvement?
10. What types of systems are the counties using for the collection of data?
11. How can the data from the multiple evaluative studies (i.e., Petris Center, UCD Center for Reducing Disparities and the Comprehensive Evaluation) be integrated into a better understanding of the total mental health system: its transformation, strengths and gaps?
12. What other outside studies are available to shed additional light on California’s system transformation?
13. How does the Comprehensive Evaluation forge together the body of knowledge that is available to make improvements in the mental health system?
14. Identify and eliminate areas of duplication that exist at a statewide and local level.
15. The contractor will propose priorities for meeting service gaps.

3.4 Desirable Experience

The Phase I contractor will possess the following qualifications:

1. Thorough knowledge of the mental health field in California.
2. Expertise in managing large-scale projects.
3. Proven project management experience.
4. Demonstrated abilities with defining resources, schedules and scope.
5. Risk assessment and evaluation skills.
6. Demonstrated experience working collaboratively with stakeholders.

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