

CALIFORNIA
MENTAL HEALTH SERVICES AUTHORITY



Request for Proposals:
**Statewide Stigma and Discrimination
Reduction Initiative**
Program Two:
Values, Practices and Polices Program
Component Four:
Promoting Mental Health in the Workplace

Release Date: December 16, 2011

EXECUTIVE SUMMARY

The CalMHSA Statewide Stigma and Discrimination Reduction Initiative embraces the vision of wellness, inclusiveness and concerted action at all levels as the cornerstones to eliminating stigma and discrimination. The Initiative is guided by the “California Strategic Plan on Reducing Mental Health Stigma and Discrimination” developed by the Department of Mental Health. This document serves as the foundation for The California Mental Health Services Authority (CalMHSA) Statewide Prevention and Early Intervention Implementation Work Plan (Work Plan), which sets the guidelines and principles for program development and implementation. The Work Plan is composed of three comprehensive and coordinated initiatives: Suicide Prevention, Stigma and Discrimination Reduction and Student Mental Health. Proposers are encouraged to download the entire Work Plan from the CalMHSA website (www.calmhsa.org) for additional information.

This Request For Proposals (RFP) is specifically designed to elicit providers for the Stigma and Discrimination Reduction (SDR) Initiative, Program Two: Values, Practices and Polices Program (VPPP), Component Four: Promoting Mental Health in the Workplace. This is the second release of this RFP. The first release was conducted in February 2011 and did not result in a contract award. The second release of this RFP highlights a unique opportunity to leverage and expand existing workplace or public health education programs to include a mental health and wellness component to existing training programs.

Eligible applicants that provide training and education for corporations, unions, employee assistance programs, healthcare or behavioral health organizations are encouraged to apply. The proposal guidelines may be found in the sections to follow. However listed below is a summary of the important dates and funding limits for the application process.

Funding Opportunity Title:

CalMHSA Statewide Stigma and Discrimination Reduction Initiative, Program Two: Values, Practices and Polices Program, Component Four: Promoting Mental Health in the Workplace

Release Date for RFP:	December 16, 2011
Proposer’s Conference:	January 6, 2012
Letter of Intent Due Date:	January 25, 2012
Proposal Due Date and Time	5:00 P.M. PDT, February 15 2012, No Exceptions
Anticipated Total Available Funding:	Up to \$3 million
Number of Awards:	See Scope of Work Sections of this RFP
Length of Project Period:	Up to 2 years
Eligible Applicants:	See Scope of Work Sections of this RFP
Notification of Award Date:	April 12, 2012

Table of Contents

Part A: RFP Introduction	4
Part B: Instructions for Submitting Proposals	11
Part C: Selection Process and Proposal Review Criteria	21
Part D: Scope of Work	
Stigma and Discrimination Reduction Program Overview	26
Program Two: Values, Practices and Policies Program Description	30
Part E: Supplemental Exhibits	40
Exhibit 1: Sample Proposal Transmittal Cover Letter	41
Exhibit 2: Application Information Sheet	43
Exhibit 3: Information Sheet for Proposal Certification	44
Exhibit 4: Budget Form and Justification Narrative	46
Exhibit 5: Proposal Checklist with Table of Contents	51
Exhibit 6: Letter of Intent	52
Exhibit 7: CalMHSA Standard Services Agreement	53
Exhibit 8: CalMHSA General Terms and Conditions	54

PART A: RFP INTRODUCTION

1.0 BACKGROUND AND PURPOSE FOR THE REQUEST FOR PROPOSALS (RFP)

The California Mental Health Services Authority (CalMHSA) is an independent administrative and fiscal government agency focused on the efficient delivery of California mental health projects. It was established by California counties in June 2009 as a Joint Powers Authority (JPA). CalMHSA's member counties work together to develop, fund and implement mental health services, projects and educational programs; and implement these services at state, regional and local levels. CalMHSA is headed by a separate Board of Directors representing Member Counties and an Executive Committee comprised of four officers and a Board member from each of five California regions. It employs the administrative firm of George Hills Company, Inc. and separate legal counsel of Murphy, Campbell, Guthrie & Alliston. CalMHSA operates within the statutes governing JPA entities and complies with the Brown Act open meeting requirements.

California is the third largest state in the United States, encompassing 163,696 square miles. There are fifty-eight counties and two city programs in California, with Los Angeles as the county with the largest population and San Bernardino as the largest county by area. Forty-three [check this] are member counties of the CalMHSA at the time of release of this RFP.

In January and September of 2007, the Mental Health Services Oversight and Accountability Commission (MHSOAC) approved five prevention and early intervention statewide projects and corresponding funding amounts. In 2008, MHSOAC determined that three PEI Statewide projects would be implemented most efficiently and effectively if administered through a single statewide entity and subsequently developed Strategic Plans for each project:¹ the Suicide Prevention Initiative, Stigma and Discrimination Reduction Initiative and the Student Mental Health Initiative. In April 2010, the Department of Mental Health (DMH) contracted with CalMHSA to administer the funding and implementation of the three PEI Statewide projects.

CalMHSA has the capacity and capability to promote systems and services arising from a shared member commitment to quality and effective performance community mental health. A central part of CalMHSA's vision is to promote systems and services arising from community mental health initiatives and to respect the values of the California Mental Health Services Act. These are: 1) Community collaboration; 2) Cultural competence; 3) Client driven mental health system for individuals across the lifespan who are receiving or have received mental health services; 4) Family driven mental

¹ California Strategic Plan on Suicide Prevention: Every Californian Is Part of the Solution (approved June 30, 2008), California Strategic Plan on reducing Mental Health Stigma and Discrimination (approved June 25, 2009, and Student Mental Health Initiative (approved May 2010).

health system for families of children and youth diagnosed with serious emotional disturbance; 5) Wellness, recovery and resilience focused; and 6) Integrated service experiences for clients and their families.

CalMHSA's Member Counties, Board of Directors and Committees are shown on the CalMHSA website (www.calmhsa.org): for Member Counties, select Members; and for Executive Committee, select Governance.

CalMHSA formed an Implementation Ad Hoc Committee of Board members to review the three strategic plans, gather additional stakeholder input and write a work plan for wider stakeholder review to be submitted to the MHSOAC for approval. The Ad Hoc Committee members were selected for their experience in community planning processes and knowledge of the mental health field. The members worked closely with staff in editing and preparing the documents as well as in presenting and reviewing the documents with stakeholders. The Ad Hoc Committee enlisted the support and expertise of several community volunteers, users of mental health services and their families, service providers and concerned citizens to help guide and shape the Work Plan. The Ad Hoc Implementation Committee members are shown on the CalMHSA website (www.calmhsa.org): Select Committees. The Implementation Ad Hoc Committee has recently been replaced by a standing Advisory Committee which is made up of 12 members representing the diverse regions of California.

1.1 CalMHSA Statewide Prevention and Early Intervention Implementation Work Plan Summary

CalMHSA's Statewide Prevention and Early Intervention Implementation Work Plan (Work Plan) is composed of three comprehensive and coordinated initiatives that articulate how the JPA will implement Mental Health Services Act funds to prevent suicides, reduce stigma and discrimination and improve student mental health. This Request For Proposals (RFP) is specifically designed to elicit contractors for the Stigma and Discrimination Reduction (SDR) Initiative, Program Two: Values, Practices and Policies Program (VPPP), Component Four: Promoting Mental Health in the Workplace.

The Strategic Plans for Suicide Prevention, Stigma and Discrimination Reduction and the Student Mental Health Initiative are the building blocks for the Work Plan. This statewide stakeholder process provided a strong foundation from which to build the Work Plans. Extensive statewide stakeholder input is integrated within the Suicide Prevention and Stigma and Discrimination Reduction implementation Work Plans including the referencing of the recommended actions contained in the original DMH Strategic Plans.

The CalMHSA Statewide PEI Implementation Work Plan on Stigma and Discrimination Reduction contains priorities, themes, recommended actions and

budget information. Proposers are encouraged to download the entire Work Plan from the CalMHSA website for additional information and insights into how the Stigma and Discrimination Reduction, Suicide Prevention and the Student Mental Health Initiative are integrated into a comprehensive statewide plan.

1.1.1 CalMHSA PEI Implementation Work Plan on Stigma and Discrimination Reduction

Below is a summary of the CalMHSA Statewide PEI Implementation Work Plan for Stigma and Discrimination Reduction's priorities, themes and recommended actions. The summary is not a complete or comprehensive description of the Work Plan. Its purpose is to present a summary snapshot of the Work Plan and the activities needed to implement the Work Plan. Proposers are strongly directed to review the complete Work Plan and the DMH Strategic Plan for Stigma and Discrimination Reduction for a comprehensive view of both the Work Plan and the DMH Strategic Plan. These documents are readily available on the CalMHSA website (www.calmhsa.org). Additionally, the Scope of Work (SOW) of this RFP, Part D presents a comprehensive description of the scope of services this RFP is soliciting.

The purpose of Program Two: Values, Practices and Policies Program (VPPP) the VPPP is to encourage corporations and organizations to support the rights of people identified with mental health challenges by promoting awareness, accountability and changes in values, practices, policies and procedures across and within the workplace, systems and organizations.

2.0 MINIMUM REQUIREMENTS TO QUALIFY AS A PROPOSER

Proposer(s) shall meet the following minimum mandatory requirements in order to be eligible for CalMHSA funding. Proposers that meet the minimum requirements may include: nonprofit organizations; for-profit organizations, privately owned, incorporated or partnerships; and public entities.

- 2.1 Proposer(s) and/or their collaboration partners must have a minimum of five (5) years' experience providing stigma and discrimination reduction efforts in the community to consumers, family members and parents of consumers. The required experience may include the proposer's direct experience and the experience of its principal consultants or its collaboration partners. The experience requirement may also be met through proposer agreements or subcontracts that provide substantive involvement by consultants and/or other organization(s) that have the minimum five years' experience.

- 2.2 Proposer(s) must submit the required Letter of Intent by the date specified in Part B, Section 5.
- 2.3 Proposer(s) must comply with the RFP format and requirements set forth in Part B, Instructions for Submitting Proposals, when submitting their proposal package.
- 2.4 Proposer must submit three (3) signed letters of support, including references from organizations with whom the proposer has contractual or other business relationships that can substantiate the proposer's capacity to provide such services as described in the Statement of Work (SOW).
- 2.5 Proposer must not currently have a Settlement Agreement with any of CalMHSA's member counties or DMH for repayment of funds.

Any proposal submitted that fails to demonstrate that the proposer meets these minimum requirements may be considered non-responsive and the proposal may be rejected, at the CalMHSA's sole discretion.

3.0 FUNDING

- 3.1 Projected CalMHSA Stigma and Discrimination Reduction funding is for Fiscal Years 2011-2012 through 2013-2014. Proposers submitting a Proposal Package shall submit a proposed budget that includes a CalMHSA Stigma and Discrimination Reduction funding request not greater than the CalMHSA funding allocation for the Program (See below for Part D: Scope of Work) for FY 2011-2012 through FY 2013-2014.

4.0 LEVERAGING

- 4.1 The State guidelines emphasize that leveraging is a principle for all PEI programs. As a result, matching, cost sharing or other financial contributions from the proposer or any collaborative partners is a critical element. Applicants are encouraged to leverage resources for the Stigma and Discrimination Reduction program in order to increase the amount of services provided and broaden the impact of the program itself. Leveraging will directly affect a proposer's score with regard to the points available for those proposers that demonstrate integration of leveraged funds and resources into the Stigma and Discrimination Reduction program.

For CalMHSA PEI purposes, the term leveraging is used broadly and may be demonstrated by proposers in numerous ways such as a combination of the following:

- Cash match

- Federal reimbursements in the health system
- “Readiness” to implement PEI programs by training staff and covering release time, creating supportive policies, etc.
- Use of facilities and other resources
- Coordinating existing prevention programs with new PEI-funded early intervention programs
- Coordinating with other workplace training programs.

5.0 SCOPE OF WORK (SOW)

The scope of the services required by CalMHSA is described in Part D – Scope of Work (SOW) of this RFP. The finalized SOW, and any addenda thereto, will be incorporated into and form a part of the resulting Stigma and Discrimination Reduction program.

6.0 CalMHSA’s PERFORMANCE STANDARDS AND OUTCOME MEASURES

6.1 After award of a resulting CalMHSA Standard Services Agreement (RFP Exhibit 7: CalMHSA Standard Services Agreement) and subsequent amendments based on the RFP-issued SOW, CalMHSA or its agent will evaluate the Contractor’s performance under the Agreement and amendments on an annual basis. Such evaluation will include assessing Contractor’s compliance with all terms and performance standards and/or outcome measures identified in the Agreement and any subsequent amendments. Contractor’s deficiencies that CalMHSA determines are severe or continuing and that may place the performance of this Agreement and subsequent amendments in jeopardy may, if not corrected, be reported to the CalMHSA Board Executive Committee. The report will include improvement/corrective action measures taken by CalMHSA and Contractor. If improvement does not occur consistent with the corrective action measures, CalMHSA may terminate the Agreement and/or any amendments in whole or in part, or take other action as specified in the termination clause of the Agreement’s Exhibit C: General Terms and Conditions, Section 15: TERMINATION (attached to this RFP as Exhibit 8: General Terms and Conditions). Termination may be made pursuant to the Paragraph 15 of the Agreement.

6.2 The Contractor shall comply with all applicable Federal, State, and CalMHSA policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures, has been included as part of the Contractor’s contract and shall apply for all CalMHSA policies, procedures, or departmental bulletins approved for performance standards and/or outcome measures. CalMHSA will notify Contractor whenever CalMHSA policies or procedures are to apply to this Agreement at least, where feasible, 30 days prior to implementation. These

Federal, State or CalMHSA performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

7.0 GENERAL TERMS & CONDITIONS

- 7.1 Standard Services Agreement. The selected proposer will be required to execute a Standard Services Agreement which includes the General Terms and Conditions attached as Exhibit 8. Except as otherwise noted in the proposal, submission of a proposal indicates acceptance of the General Terms and Conditions. Any exceptions or changes to the Standard Services Agreement may constitute grounds to reject the proposal.
- 7.2 Independent Contractor. At all times Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of CalMHSA. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold CalMHSA, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 7.3 Non-Appropriation. CalMHSA may terminate any resulting contract without further liability other than payment of debt incurred prior to termination, should funds not be appropriated to continue services for which the contract was intended.
- 7.4 Conflict of Interest. The Contractor shall warrant that no official, employee or sub-contractor of CalMHSA has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to CalMHSA.
- 7.5 Non-Collusion. Persons or organizations submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person or organization submitting a separate proposal for the same program and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by persons or organizations who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

- 7.6 Indemnification and Insurance Requirements. CalMHSA's standard indemnification and insurance requirements are provided in the sample General Terms and Conditions, Exhibit 8. All costs of complying with the insurance requirements shall be included in your pricing.
- 7.7 The General Terms and Conditions (Exhibit 8) restricts assignment. Reassignment of, or substitution for, any member of the designated staff or sub-contractors shall not be made without the prior written approval of CalMHSA.
- 7.8 Issuance of this RFP or submission of a proposal does not constitute an award commitment on the part of CalMHSA, and CalMHSA shall not pay for costs incurred in the preparation or submission of proposals. CalMHSA also reserves the right to re-evaluate this component if its goals are not achieved through the issuance of this RFP.
- 7.9 No agreement with CalMHSA shall have any effect until a contract has been signed by both parties.
- 7.10 Proposals may be withdrawn by written request of an authorized representative of the proposer on the proposer's letterhead at any time prior to the submission deadline.

8.0 OVERVIEW OF REQUEST FOR SERVICES DOCUMENT

This Request for Proposals (RFP) is composed of the following parts:

PART A – INTRODUCTION: Contains an overview of this RFP and background on the CalMHSA and PEI Plan.

PART B – INSTRUCTIONS FOR SUBMITTING PROPOSALS: Contains the proposer's minimum mandatory requirements and instructions to prospective proposers in how to prepare and submit their Scope of Work (SOW).

PART C – SELECTION PROCESS AND PROPOSAL REVIEW CRITERIA: Contains information on how the SOW will be reviewed, selected and qualified.

PART D – SCOPE OF WORK: Contains the specific program tasks, deliverables, and performance measures required by CalMHSA.

PART E– SUPPLEMENTAL EXHIBITS:

Exhibit 1: Sample Proposal Transmittal Cover Letter

Exhibit 2: Application Information Sheet

Exhibit 3: Information Sheet for Proposal Certification

Exhibit 4: Budget Form and Justification Narrative

Exhibit 5: Proposal Checklist with Table of Contents

Exhibit 6: Letter of Intent

Exhibit 7: CalMHSA Standard Services Agreement

Exhibit 8: CalMHSA General Terms and Conditions

PART B – INSTRUCTIONS FOR SUBMITTING PROPOSAL PACKAGES

1.0 OVERVIEW OF PROPOSER’S PROCEDURES

- 1.1 The material below contains instructions and rules to be followed by proposer responding to this RFP. Included are the requirements that each proposer must satisfy which include, but are not limited to, the format in which the Proposal Package is to be submitted, and the procedures for submitting the Proposal Packages.
- 1.2 All proposal packages shall include the items and information referred to in this Part B, Instructions for Submitting Proposal Packages, Section 10 (Proposal Package Formatting Requirements) of this RFP.
- 1.3 Proposer must complete all forms included with this RFP and submit them according to the instructions contained herein. CalMHSA reserves the right to not accept incomplete proposal packages.
- 1.4 The Proposal Package shall be used to determine proposer’s capability of rendering the services to be provided. The proposal package must be specific and complete in every detail. Failure of a proposer to fully comply with the instructions in this Part B may eliminate its proposal package from further evaluation as determined in the sole discretion of CalMHSA.
- 1.5 CalMHSA reserves the sole right to evaluate the contents of proposal packages submitted in response to this RFP and to select the successful proposer(s).

2.0 CalMHSA RIGHTS AND RESPONSIBILITIES

- 2.1 CalMHSA is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement, unless such understanding or representation is included in this RFP or any written addenda to this RFP.
- 2.2 CalMHSA has the right to amend the RFP by written addendum. CalMHSA is responsible only for that which is expressly stated in the solicitation document and any authorized written addendum thereto. Such addendum shall be made available to each person or organization which CalMHSA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal package not being considered, as determined in the sole discretion of CalMHSA. CalMHSA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

3.0 CalMHSA OPTION TO REJECT PROPOSAL PACKAGES

CalMHSA, at its sole discretion, may reject any or all proposal packages submitted in response to this solicitation. CalMHSA shall not be liable for any cost incurred by a Proposer in connection with preparation and submittal of any Proposal Package.

4.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal package shall be sufficient cause for rejection of the proposal package. The evaluation and determination in this area shall be at CalMHSA’s sole judgment and its judgment shall be final.

5.0 RFP TIMETABLE

The following timeline represents CalMHSA’s best estimate of the schedule that shall be followed. CalMHSA reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.

Release of RFP.....	December 16, 2011
Recommended Proposer’s Conference.....	January 6, 2012
Letter of Intent Due by.....	January 25, 2012
Proposal Due Date and Time.....	5:00 P.M. PDT, February 15 2012, No Exceptions
Notification of Award Date.....	April 12, 2012

6.0 PROPOSERS’ CONFERENCE

- 6.1 Participation in the Proposer’s Conference is encouraged for any proposer submitting a proposal. The Proposer’s Conference will be held on January 6, 2012.
- 6.2 Prospective proposers are encouraged to contact CalMHSA to RSVP in advance to receive the Proposers’ Conference location, conference call in number and webinar log-in information, contact Laura Li by January 5, 2012 at email address: laura.li@georgehills.com. Proposer’s Conference information will also be posted on the CalMHSA website.
- 6.3 Prospective proposers may participate by attending in person, by conference line, or by webinar.

7.0 REQUIRED LETTER OF INTENT

- 7.1 Proposers shall submit the required Letter of Intent (Exhibit 6) to submit a proposal for Statewide Stigma and Discrimination Reduction Initiative, Program Two: Values, Practices and Polices Program (VPPP), Component Four: Promoting Mental Health in the Workplace to CalMHSA on or before January 25, 2012 by 5:00 P.M. PDT, which is after the Proposers' Conference.
- 7.2 Proposer shall complete Exhibit 6 – Letter of Intent, which must include the following information:
- Name of Agency or Legal Entity
 - Address of Agency (or of Legal Entity if applicable)
 - List the county or counties where Stigma and Discrimination Reduction services will be provided.
- 7.3 The Letter of Intent does not obligate an agency to submit a proposal.
- 7.4 Proposer is encouraged to submit its Letter of Intent to CalMHSA using a method that requires a confirming signature upon delivery.

8.0 PROPOSERS' QUESTIONS

- 8.1 Proposers may verbally ask questions and submit written questions at the Proposer's Conference on January 6, 2012 during the question and answer session. Written questions may also be submitted prior to the Proposer's Conference. No questions will be accepted after the Proposer's Conference. All questions will be answered during the Proposers' Conference or responded to in writing. All questions received prior to and during the Proposers' Conference and FINAL answers to those questions will be posted to the CalMHSA website following the Proposers' Conference (www.calmhsa.org).
- 8.2 When asking questions, please specify the RFP section number, paragraph number, page number and quote the narrative that prompted the question. This will ensure that the passage can be quickly found in the RFP.
- 8.3 Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in CalMHSA not receiving the best possible responses from proposers.

9.0 SUBMISSION OF PROPOSAL PACKAGES

- 9.1 Proposers shall submit the following of its Proposal Package and any related information:
- One (1) Original signed copy
 - Ten (10) copies
 - One (1) Compact Disk containing a scanned signed copy of Proposer's Proposal Package in PDF format

Proposal packages should be submitted in a sealed package, plainly marked in the upper left hand corner with the name and address of Proposer, addressed to:

John E. Chaquica, Executive Director
CalMHSA
C/o George Hills Company, Inc.
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670

- 9.2 It is the sole responsibility of each proposer to assure that its proposal package is delivered to the person and at the address shown above **before the submission deadline**. Proposers shall bear all risks associated with the use of mail or other delivery service. No facsimile (fax) or electronic mail (e-mail) of the proposer's package will be accepted. The deadline for submitting the proposal package is 5:00 P.M. PDT, February 15, 2012. **No exceptions will be allowed. Proposer is encouraged to deliver its Proposal Package to CalMHSA using a delivery option that provides confirmation upon delivery.**
- 9.3 Any proposal package received after the submission deadline shall be returned, unopened, to the sender and shall not be evaluated.
- 9.4 Until the proposal package submission deadline, the proposal package may be withdrawn or errors in proposal packages may be corrected. The proposal package may be withdrawn by submitting a request in writing to withdraw the proposal package. The proposal package may be corrected by submitting a request in writing to withdraw the proposal package accompanied by the corrected proposal package. Corrections will not be accepted once the deadline for submission of proposal packages has passed. Requests to withdraw the proposal should be addressed to:

John E. Chaquica, Executive Director
CalMHSA
ATTN: Request to Withdraw
C/o George Hills Company, Inc.
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670

10.0 PROPOSAL PACKAGE FORMATTING REQUIREMENTS

10.1 Objective of Proposal Package Submission

The objective of this proposal package submission is for CalMHSA to ascertain the Proposer's ability to implement the scope of work under the CalMHSA Stigma and Discrimination Reduction Initiative, Program Two: Values, Practices and Polices Program (VPPP), Component Four: Promoting Mental Health in the Workplace.

10.2 Proposal Package Submission Format

All proposal packages must be submitted in the prescribed format. Any proposal package that deviates from this format may be rejected without review at CalMHSA's sole discretion. In preparing the written proposal package, the proposer shall ensure the following:

- Text must be legible, typewritten, and double-spaced
- Type size in the Project Narrative must be either Calibri or Times Roman size 12 point type or an equivalent font type and size. (Type size in charts, tables, graphs, and footnotes will not be considered in determining compliance.) Margins are at least one inch each (left, right, top, bottom)
- Pages must be numbered consecutively from beginning to end so that information can be located easily during review of the application. The cover page should be page 1, the Proposal Checklist and Table of Contents should be page 2, the transmittal letter should be page 3, the Executive Summary should be page 4, etc. Appendices should be labeled and separated from the Project Narrative and Budget sections, and the pages should be numbered to continue the content sequence (11.0 below provides the consecutive beginning to end order)
- The Budget and Budget Narrative will not be counted against the Proposal page limit requirement
- The Proposal Checklist (Exhibit 5) shall be completed and included in the Proposal Package
- Proposal Transmittal Cover Letter (Exhibit 1) shall be included in the Proposal Package
- The Executive Summary shall be completed and included in the Proposal Package
- The Proposal Narrative **may not be longer than thirty (30) pages, and must follow the following format (failure to follow this format and sequence order of sections in the Proposal Narrative may result in disqualification or a lower Proposal Narrative evaluation score). Proposers are encouraged to be concise in their responses to the**

required information. Proposals will be evaluated based on quality of the content of the submission, and not on length:

Section A: Proposer's Qualifications – **2** pages maximum

Section B: Program Design – **22** pages maximum

Section C: Staffing Plan – **2** pages maximum, place resumes in an attached Appendix

Section D: Quality Management and Data Collection – **2** pages maximum

Section E: Leveraging and Organizational Supports – **2** page maximum

- In preparing the written proposal package, the proposer should do so in its own words and not copy the language in the RFP. The proposer should ensure that the proposal package responds completely and thoroughly to all requirements set forth in this RFP. The objective of the proposal package submission is for CalMHSA to ascertain the proposer's ability to meet or exceed the required service level. In addition, specific information is requested from all proposers to ensure that the proposal packages can be fairly compared and evaluated in a standard manner
- The proposer must respond to this RFP in accordance with the specifications for content and sequence set forth in the proposal package Format herein below. Failure to adhere to these specifications may be cause for rejection of the proposal package. **No correction or re-submission shall be accepted after the proposal package deadline**
- Do not include videotapes, audiotapes or compact disks (with the exception of the compact disk identified in section 9.1).
- CalMHSA reserves the right to waive any irregularity in a submitted proposal package

10.3 Proposal Narrative Format

Proposal Package Narrative must be submitted in the format as described in Section 11.0 below. Failure to comply with these provisions may result in disqualification of the Proposal Package at CalMHSA's sole discretion.

11.0 PROPOSAL PACKAGE CONTENT AND SEQUENCE

The content and sequence of the Proposal Package must be as follows:

- Proposal Cover Page
- Proposal Checklist and Table of Contents
- Proposal Transmittal Cover Letter
- Executive Summary

- Proposal Package Narrative
- Budget Form and Narrative
- Letters of Support (3)
- Supplemental Documents, Attachments and Appendices

All components of the Stigma and Discrimination Reduction proposal package must adhere to the content and sequence requirements listed above.

11.1 Cover Page (Does not count against Proposal Narrative page limit)

The cover page shall, at a minimum, identify the document as a Proposal Package stating the exact name of the RFP Package submission, date and the Proposer's name. Please complete this form with the requested information along with your proposal.

11.2 Checklist and Table of Contents (Does not count against Proposal Narrative page limit)

The Proposal Checklist (Exhibit 5) must be completed in its entirety. It is the responsibility of the Proposer to ensure that copies of all required documents, including supplemental documents, are included in the proposal package.

The Table of Contents must be a comprehensive listing of material included in the proposal package. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

11.3 Proposal Transmittal Cover Letter (1 Page Maximum) (Does not count against Proposal Narrative page limit)

The transmittal letter must be on the Proposer's stationery, transmitting the Proposal Package. The transmittal letter must include the Proposer's name, address, telephone, and facsimile number(s) of the person(s) to be used for contact and who will be authorized to represent the Proposer. The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a Contract. If the proposal is from a group of agencies or entities acting together, the letter shall be from the lead agency or entity and indicate that the Proposer intends to perform the contract as a single contractual entity. The signing and submission of a Proposal Transmittal Cover Letter shall indicate the intention of the Proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract:

- Proposals submitted on behalf of a partnership shall be signed by a partner on behalf of the partnership

- Proposals submitted on behalf of a corporation shall have the correct corporate name listed with the signature of an authorized officer of the corporation below the corporate name. The title of the officer signing for the corporation shall appear below the signature of the officer
- Proposals which are submitted by a person doing business under a fictitious business name (“dba”) shall be signed in the name of the person
- Proposals submitted on behalf of a group of collaborating agencies or entities shall be signed by the appropriate representative of the lead agency or entity which shall act as the proposer. The lead collaborator shall provide documentation that authorizes the Proposer to act on behalf of each agency or entity comprising the collaborative consortium.

11.4 Executive Summary (1 Page) (Does not count against Proposal Narrative page limit)

The Executive Summary shall condense and highlight the contents of the Proposer’s Proposal Package to provide CalMHSA with a broad understanding of the Proposer’s approach, qualifications, experience, and staffing. Proposer should place special emphasis on how the proposed Scope of Work and approach will meet the primary objectives of program services for the contract resulting from the RFP. If an award is made for the proposal, the Executive Summary will be posted on the CalMHSA website.

11.5 Package Narrative

Proposer(s) must complete the following Proposal Narrative. The Proposal Package Narrative may not be longer than 30 pages.

11.5.1 Section A – Proposer’s Qualifications (limit 2 pages, excluding charts, Place charts, tables, etc. in an Appendix and refer to them in the narrative): Proposer must demonstrate it has the experience and financial capability to perform the required stigma and discrimination reduction services. Proposer must provide a summary of relevant background information to demonstrate that it meets the minimum mandatory requirements stated in Part A, Section 2.0 (Minimum Mandatory Requirements to Qualify as a Proposer), and has the capability to perform the required services as a corporation or other entity.

11.5.2 Section B – Program Design (limit 22 pages, excluding charts, tables, etc. in an Appendix and refer to them in the narrative): Proposer must describe the program design and methodology the Proposer will use to meet the contract work requirements in each county or multi-county region where stigma and discrimination reduction program activities will

be offered. All programs must be designed using a logic model framework. Please describe the logic model used to design the program in this section. Include your logic model and your intended outcomes. For examples of logic models, please visit the following website: <http://cfs.fmhi.usf.edu/publications>.

- 11.5.3 Section C – Staffing Plan (limit 2 pages, excluding charts, tables, etc. in an Appendix and refer to them in the narrative): Proposer must provide a well-thought out and detailed staffing plan that will ensure full compliance with the contract’s requirements and the proposer’s stated methodology for providing stigma and discrimination services. The staffing plan must be supported by and consistent with the proposer’s budgeted costs.
- 11.5.4 Section D – Quality Management and Data Collection (limit 2 pages, excluding charts, tables, etc. in an Appendix and refer to them in the narrative): Proposer must establish and utilize a comprehensive Quality Management Plan to ensure a consistently high level of service throughout the terms of the contract. Further, the proposer must demonstrate the ability to collect, manage and submit data as directed by CalMHSA.
- 11.5.5 Section E – Leveraging and Organizational Supports (limit 2 pages, excluding charts, tables, etc. in an Appendix and refer to them in the narrative): Proposer must identify the resources it will contribute to support the program, such as those identified in Part A, Section 4.0.
- 11.6 Budget Package and Financial Information (will not count as part of the Proposal Narrative Page length).
 - 11.6.1 Budget: A completed Budget Form as well as Budget Narrative and Justification are required as detailed in Exhibit 4. Each required item must be completed in the Budget Form, and a justification for the cost must be detailed in the narrative. The CalMHSA dollar amount requested cannot exceed the maximum total budgeted amount for the program(s) being applied for as stated in the Program Scope of Work Section of this RFP.
 - 11.6.2 Proposers shall attach a copy of their most recent compiled financial statements, reviewed or audited financial reports. These documents should be marked as “Confidential” (See Part C, Section 7.0). CalMHSA will review these documents and may call the proposer for additional information on its financial statements as part of the proposal evaluation process.

11.7 Letters of Support

- 11.7.1 Proposer(s) must provide three (3) signed Letters of Support. The letters of support must substantiate or validate the proposer's ability to serve the target population and general capability to implement the Scope of Work. Letters of support are not limited to those who have/had an actual contract with the proposer. Only three (3) Letters of Support will be accepted and read.
- 11.7.2 CalMHSA shall contact the organizations to verify letters of support (3) and assess a Proposer's performance history. The responses from the support letters shall be scored as part of Section B, 10.2 for Proposer's Qualifications. The proposer is solely responsible for providing accurate contact information. It is the proposer's sole responsibility to ensure that the supporting firm's name and point of contact's name, title and phone number for each letter of support is accurate.
- 11.7.3 If a supporting organization fails to respond to CalMHSA's request for verification or if CalMHSA is unable to contact the organization, no points in Proposal Package Narrative, Section A (Proposer's Qualifications) shall be awarded to Proposer. Letters of support are not limited to those who have/had an actual contract with the Proposer. Other non-contract business arrangements may be reported but must be explained in a manner satisfactory to CalMHSA.

PART C – SELECTION PROCESS AND REVIEW CRITERIA

1.0 OVERVIEW OF SELECTION PROCESS

CalMHSA staff will determine whether Proposal Packages are responsive. Those that are responsive will be scored and ranked by a Selection Review Panel. The Selection Review Panel will be composed of Subject Matter Experts including stakeholders, consumers and family members. The proposals ranked highest by the Selection Review Panel will be evaluated by CalMHSA staff and consultants on the basis of best value and fullest compliance with the letter and spirit of the Work Plan, and will make recommendations to CalMHSA's Board.

2.0 ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS (PASS/FAIL)

- 2.1 A Proposal Package must demonstrate that Proposer meets the minimum requirements outlined in Part A, Section 2.0 (Minimum Mandatory Requirements to Qualify as a Proposer). These include but are not limited to demonstrating the required experience, timely submission of a Letter of Intent, submission of three Letters of Support, following the format and content requirements of Part B, and not having any disqualifying Settlement Agreements.
- 2.2 After the deadline for submission of proposal packages, CalMHSA staff will determine whether each proposal package complies with the Minimum Mandatory Requirements. Failure of a proposal package to meet the Minimum Mandatory Requirements shall eliminate the proposal from any further consideration. CalMHSA may elect to waive an immaterial variance in a submitted proposal package if the sum and substance of the proposal is present, as determined in CalMHSA's sole judgment.
- 2.3 Proposers whose proposals are eliminated for failure to meet the Minimum Mandatory Requirements will be informed and have an opportunity to appeal as detailed below in Section 6.0. All other proposal packages will be passed to the Selection Review Panel for review and evaluation.

3.0 PROPOSAL PACKAGE REVIEW CRITERIA

- 3.1 All Proposal Packages that successfully adhere to the Mandatory Minimum Requirements described in Part C, Section 2.0 will be reviewed and evaluated by the Selection Review Panel based on the criteria listed below in Section 3.3. All proposals will receive a composite score and be ranked in order from high to low.
- 3.2 The Selection Review Panel may also, at its option, request additional clarifications from Proposer and/or invite proposer to make a verbal

presentation to the Selection Review Panel, and/or conduct on-site visits to proposer's existing operations.

- 3.3 The weighting of points identified after each heading below is the maximum number of points the Review Panel may assign to that section of the Project Narrative and Budget Cost Narrative. The six (6) weighted evaluation criteria and their respective percentage points are as follows:

3.3.1 Proposal Package Narrative – Section A – Proposer's Qualifications (20.0%). As outlined in Part B, Section 11.5.1, Section A – Proposer's Qualifications

3.3.2 Proposal Package Narrative – Section B – Program Design (45.0%). As outlined in Part B, Section 11.5.2, Section B – Program Design – Services to be provided

3.3.3 Proposal Package Narrative – Section C – Staffing Plan (10.0%). As outlined in Part B, Section 11.5.3 and Section C – Staffing Plan

3.3.4 Proposal Package Narrative – Section D – Quality Management and Data Collection (5.0%). As outlined in Part B, Section 11.5.4, Section D – Quality Management and Data Collection

3.3.5 Proposal Package Narrative Section E – Leveraging and Organizational Supports (5.0%). As outlined in Part B, Section 11.5.5, Section E – Leveraging and Organizational Supports.

3.3.6 Budget Cost Narrative (15.0%) As outlined in Exhibit 4, Budget Form and Narrative

- 3.4 After the Selection Review Panel has evaluated, scored, and ranked the proposals using the evaluation approach described above, it will pass the top tier (preferably two or three) proposals to a CalMHSA team of staff and consultants for analysis and recommendation to CalMHSA's Board. Top tier proposals generally will be those that in the judgment of the Selection Review Panel could effectively implement the program.

4.0 EVALUATION OF TOP TIER PROPOSALS BY CalMHSA STAFF AND CONSULTANTS AND RECOMMENDATIONS TO CalMHSA BOARD

- 4.1 To assist the CalMHSA Board with its responsibilities, CalMHSA staff, with the possible assistance of consultants, will evaluate the top tier proposals based on their scoring by the Selection Review Panel and the degree to which each satisfies the goals of the approved Work Plan.

- 4.2 Recommendations of CalMHSA staff and any consultants utilized by CalMHSA staff may include splitting the funds or apportioning elements of the top tier proposals out to achieve the outcome most consistent with the values of the Work Plan.

5.0 NOTIFICATION OF AWARD OF AGREEMENT/FINAL CONTRACTS AWARD BY THE CalMHSA BOARD

- 5.1 After receiving comments and recommendations from CalMHSA staff, the Board will vote on the top tier proposals identified by the Selection Review Panel process.
- 5.2 CalMHSA will notify all Proposers of the CalMHSA Board's final selections. The notice shall not create rights, interests, or claims of entitlement in the resulting selected Proposers except as stated in Section 6.0 of this Part C.
- 5.3 The selected Proposers must be prepared to enter into a PEI Services Agreement with CalMHSA.

6.0 NOTIFICATIONS AND PROPOSER'S BASIS FOR APPEAL

- 6.1 Proposers whose Proposal Package was rejected pursuant to Section 2.0 of this Part C will be notified of the rejection at that time.
- 6.2 All Proposers will be notified of the Board's final selection of proposals.
- 6.3 A Proposer may only appeal CalMHSA's decision to reject or not approve its proposal based on the following two grounds:
 - 6.3.1 If the Proposal was rejected under Section 2.0 of this Part C, the proposer has three (3) business days to file a written appeal with CalMHSA. The time to appeal runs from the date that the USPS delivers CalMHSA's registered letter to Proposer's address of record containing CalMHSA's Rejection Letter.
 - 6.3.2 If the Proposal was not rejected under Section 2.0 but was not chosen for funding by CalMHSA's Board, the Proposer can appeal CalMHSA's decision not to fund the Proposal based on the following two grounds:
 - a. A Conflict of Interest exists with a person or persons on the Review Panel.
 - b. CalMHSA has failed to follow its Purchase and Procurement Policy as posted on the CalMHSA website (www.calmhsa.org; Select Documents, Resolution 10-01).
 - c. If its proposal was not chosen for funding by CalMHSA's Board, Proposer has five (5) business days to file a written appeal with CalMHSA. The time to appeal runs from the date that the USPS delivers CalMHSA's registered letter to the proposer's address of record containing CalMHSA's Rejection Letter stating that the

Proposal was not selected for funding.

Filing an appeal as described in subsections 6.3.1 and 6.3.2 means actual delivery to CalMHSA, whether by USPS, other parcel delivery service, or hand delivery. It is recommended that all appeals be sent to CalMHSA via registered mail or delivery requiring an acceptance signature by CalMHSA.

6.4 Any appeal shall (1) state in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; (2) explain why the error prevented the aggrieved person or organization from being awarded the contract; and (3) identify the remedy sought.

6.5 All appeals shall be sent to CalMHSA at:

John E. Chaquica, Executive Director
CalMHSA
ATTN: Appeal of Decision for Stigma RFP
C/o George Hills Company, Inc.
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670

6.6 After receiving an appeal, CalMHSA's Executive Director will provide a written decision. Before issuing a decision, the Executive Director may, but is not required to, seek additional information or engage in informal discussions in an attempt to resolve the issue. The written decision issued by the Executive Director will be deemed final as of the date transmitted to the appealing party.

6.7 If the Executive Director determines that the error identified by the appealing party has deprived that party from receiving the contract, the Executive Director may cancel the RFP or proposed contract, revise it to comply with these rules, terminate an improperly awarded contract, or affirm an existing contract if the discovered defect is immaterial or affirmation is in the best interest of CalMHSA.

7.0 NOTICES TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

7.1 Responses to this solicitation shall become the exclusive property of CalMHSA. All proposals will be treated as confidential until the selection process is completed and a contract signed. After that, all proposals will become public records. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the exception of those parts of each proposal which are justifiably defined by the proposer and plainly marked as "Trade Secret,"

"Confidential," or "Proprietary."

- 7.2 CalMHSA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

PART D – SCOPE OF WORK FOR STIGMA AND DISCRIMINATION REDUCTION SERVICES

1.0 INTRODUCTION

1.1 Overview of the Stigma and Discrimination Reduction Initiative

Stigma and Discrimination Reduction is one of three Mental Health Services Oversight and Accountability Commission (MHSOAC) Strategic Initiatives of Statewide Prevention and Early Intervention (PEI) programs being implemented through the California Mental Health Services Authority (CalMHSA) PEI Implementation Work Plan. The overall goal of the Initiative is to implement Statewide Mental Health Service Act prevention and early intervention programs that will reduce stigma and discrimination related to mental health challenges. Outlined below are the Stigma and Discrimination Reduction Program, Program Two: Values, Practices and Polices Program (VPPP), Component Four: Promoting Mental Health in the Workplace and Scope of Work based on the recommended actions from the Stigma and Discrimination Reduction Strategic Plan.

1.2 Statewide Framework for Implementation of PEI Plans

The *MHSOAC Guidelines for Prevention and Early Intervention Statewide Programs* (MHSOAC PEI Guidelines) was used by CalMHSA to develop the Work Plan for implementation of the three Strategic Plans for California Statewide PEI Programs for Stigma and Discrimination Reduction, Suicide Prevention and Student Mental Health. The MHSOAC PEI Guidelines serve as a guide to support both vertical and horizontal integration across and within each of the individual programs.

The Work Plan guiding principles and policy directions are as follows:

- Each statewide program should be complementary to the other programs (e.g., the Stigma and Discrimination Reduction Program should address how its design complements suicide prevention and vice versa) and should complement other state, regional and local resources
- All programs should be inclusive of stakeholder involvement
- All programs should be culturally and linguistically competent, respectful and inclusive of California’s diverse population across all age groups including seniors
- All programs should have a lifespan appropriate focus for children, transition age youth and transition age foster care youth, adults and older adults
- All programs should address California’s geographical diversity, ranging from small communities spread over large rural areas to metropolitan areas with suburban expanse and urban density

- All programs should optimally leverage federal, state and local resources
- All programs should support data driven policies and evidence based, promising and community defined practices
- All programs should improve the cultural competence and cultural and linguistic appropriateness of stigma and discrimination reduction activities
- Scale of implementation should match the resources available

2.0 STATEWIDE STAKEHOLDER PROCESS

The Work Plan is built on the foundation of an extensive statewide stakeholder input process conducted over three years for stigma and discrimination reduction and suicide prevention resulting in CalMHSA prioritizing and constructing the individual Stigma and Discrimination Reduction and Suicide Prevention Strategic Initiatives. A separate stakeholder process was used for the Student Mental Health Initiative. Recommendations from stakeholders were continuously considered, reviewed and included in the Work Plan and in the individual Stigma and Discrimination Reduction, Suicide Prevention, and Student Mental Health Initiatives.

3.0 PREVENTION AND EARLY INTERVENTION

The Stigma and Discrimination Reduction Initiative contractors are required to adhere to the MHSA definition of prevention and early intervention. As used throughout the Scope of work, prevention is defined as taking action *before* behavioral health problems occur, versus intervening after symptoms appear or incidents occur. This approach takes into consideration the role of the social, physical, economic and cultural environment in influencing behavioral health problems and how those environments can be changed to prevent the onset of these issues in the first place. Early intervention is defined as activities that occur *early on* in the manifestation of behavioral health issues. This is to distinguish these activities from treatment and recovery activities that are provided to individuals with long-standing behavioral health concerns. Activities addressed in this plan promote prevention and early intervention strategies which include public education and contact-based campaigns in order to confront the fundamental causes of stigmatizing attitudes and discriminatory and prejudicial actions.

The underlying structural framework for the Stigma and Discrimination Reduction Programs are based on the *Spectrum of Prevention*, developed by the Prevention Institute and utilized in public health for program planning. The *Spectrum of Prevention* promotes a comprehensive framework for advancing prevention and early intervention strategies. The Spectrum includes six levels of activities that support the effectiveness of prevention concepts. The Spectrum of Prevention has been used nationally in prevention initiatives targeting traffic safety, violence prevention, injury prevention, nutrition, fitness and the Washington State Suicide Prevention Plan. The prevention and early intervention strategies targeting the reduction of stigma and discrimination in

mental illness should also reflect a range of activities similar to that of the Spectrum of Prevention.

The Stigma and Discrimination Reduction Programs will be designed in order to ensure vertical integration across the six levels of change as defined by the Spectrum (Strengthening Individual Knowledge and Skills; Promoting Community Education; Educating Providers; Fostering Coalitions and Networks; Changing Organizational Practices; and Influencing Policy and Legislation), but also horizontal integration across the Student Mental Health, Stigma and Discrimination and Suicide Prevention Programs under the Statewide Prevention and Early Intervention Initiatives.

As a condition of the contract award, and in order to ensure statewide coordination of all efforts across programs, successful applicants will be required to participate in the CalMHSAs Statewide PEI Mental Health Initiative Statewide Coordination Workgroup (SCW); coordinate with the Student Mental Health Higher Education, Student Mental Health K-12 and with the Suicide Prevention Programs; and participate in the statewide evaluation effort.

4.0 COMMON POINTS ACROSS THE STIGMA AND DISCRIMINATION REDUCTION PROGRAMS

All programs under the Stigma and Discrimination Reduction Initiative are expected to prioritize prevention and early intervention approaches in their work. In addition, the programs of the Stigma and Discrimination Reduction Initiative share these core principles and values:

- Implement culturally and linguistically competent strategies and programs that reduce disparities and reflect the values and beliefs of diverse populations
- Employ a life-span approach to effectively meet the needs of different age groups
- Recognize that individuals experiencing mental health challenges are resilient and have the capacity for recovery and that the best results in treatment for those experiencing mental health challenges comes from voluntary programs that offer choice and options
- Community collaboration
- Cultural and linguistic competency
- Individual/family-driven programs and interventions, with specific attention to individuals from underserved communities
- Wellness focus including resilience and recovery
- Integrated mental health system service experiences supported by outcomes-based program design

5.0 OUTCOMES-BASED PROGRAM DESIGN AND EVALUATION FRAMEWORK

Contractors are expected to adhere to an outcomes-based program design, using a logic model to demonstrate how their activities are sufficient and adequate for achieving the intended outcomes. Respondents for this RFP will be expected to articulate specific, measurable, achievable, relevant, and time-bound objectives for their intended outcomes; to state those intended outcomes in their proposal; and to provide their logic model with their submission.

CalMHSA will conduct a statewide evaluation of the intended outcomes at the system, community and consumer levels across the three Statewide Initiatives: Stigma and Discrimination Reduction, Suicide Prevention, and Student Mental Health. Each of the three Statewide Initiatives is intended to have unique and specific impacts. While implementation throughout California communities will vary to best meet the unique needs of each of the state's diverse communities, they will also share a common evaluation foundation similar to the Centers of Disease Control (CDC) Evaluation Framework². Respondents should consider this framework when developing their intended outcomes and logic model. The framework consists of the following six steps:

- Step 1: Engagement of stakeholders
Including those involved in program operations, those served or affected by the program and primary users of the evaluation
- Step 2: Description of the program
Needs, expected effects, activities, resources, stage of development, context, and logic model
- Step 3: Focused evaluation design
Purpose, users, uses, questions, methods, agreements
- Step 4: Provision of credible evidence
Indicators, sources, quality, quantity, logistics
- Step 5: Justification of conclusions
Standards, analysis and synthesis, interpretation, judgment, recommendations
- Step 6: Reported program and service experience and sharing of lessons learned
Design, preparation, feedback

This framework lends itself to measuring the effectiveness of the three statewide PEI initiatives (Stigma and Discrimination Reduction, Suicide Prevention and Student Mental Health) at both local and statewide levels and is complementary to the *Spectrum of Prevention* model for suicide prevention strategy development. Moreover, the framework explicitly incorporates involvement of stakeholders at all levels of evaluation, from development to implementation to analysis and reporting.

² Summary of the CDC Evaluation Framework has been extracted from the CDC Evaluation Working Group publication at <http://www.cdc.gov/eval/framework.htm>

Successful applicants across all three initiatives are mandated to comply with data requests that will support the statewide evaluation of the Statewide Prevention and Early Intervention Initiatives. CalMHSA contractors will be required to: collaborate with the statewide evaluators and collect data related to consumer demographics, baseline/follow-up, service utilization studies and service experience at the program level; submit data to the CalMHSA evaluation team according to a pre-established schedule; and engage stakeholders including community, consumers and family in program evaluation procedures and activities.

CalMHSA will coordinate the evaluation of the statewide PEI implementation. CalMHSA contracts with GHC for administrative, financial and program management. GHC expanded its program management capacity by a contract with the California Institute for Mental Health (CiMH) which will include subject matter expertise for evaluation design and ongoing consultation. CalMHSA's program management will include direct oversight of the statewide PEI evaluation. The CalMHSA Statewide Evaluation Experts (SEE) Team shall provide training and technical assistance to CalMHSA contractors regarding data collection and research design. The CalMHSA SEE team will work closely and coordinate with MHSOAC Evaluation Committee, complementing their evaluation efforts as appropriate.

6.0 PROGRAM TWO – VALUES, PRACTICES AND POLICIES PROGRAM (VPPP) DESCRIPTION

6.1 Background

Stigma and discrimination occur in our schools and communities and health care and workplace environments. From the 1950's to the 1990's, the percentage of Americans who viewed individuals with mental health challenges as dangerous nearly doubled.³

Anti-stigma and discrimination activities should be designed to engage and educate groups on standards and guidelines to promote balanced messages and strength based portrayals of people living with mental health challenges. Training should target various systems, including corporations, unions, employee assistance programs, hospitals, primary care environments, law enforcement organizations, mental health and behavioral health professional training programs and others. Training should focus on the lived experience of people diagnosed with mental health challenges and include people with lived experience in the facilitation and presentation of the training curriculum.

³ Pescosolido, B.A., Martin, J.K., et.al (2000). American's view of mental health and illness at century's end: continuity and change. Public Report on the MacArthur Mental Health Module, 1996 General Social Survey.

Training should also address the social determinants of health, day to day factors which contribute to the development of mental health challenges.

In addition to schools, community, and workplace environments, primary care settings are a critical location for addressing stigma and discrimination and access to needed services. Primary care sites can be less stigmatizing and more culturally relevant environments for identifying and addressing mental health concerns while also addressing physical health needs. Most individuals seek primary care services a few times a year, providing primary care providers with numerous opportunities to identify behavioral health problems early and intervene in a manner that prevents further distress and avoids significant future costs. People can reduce their risk of developing a major medical illness, receive more effective treatment and reduce their health care costs when they seek treatment from an interdisciplinary primary care team including behavioral and mental health care providers.

The workplace is another area where stigma and discrimination in response to mental health challenges impacts the health of the community. Employers can play a significant role in improving the overall health of the workforce by reducing the stigma attached to employee self-reporting and promoting help seeking behavior. Human resource departments, unions and employee assistance programs are encouraged to provide training for supervisors and employees that identify the early signs of mental illness, the social determinants that contribute to them and strategies for early intervention. Through training and the development of linkages with mental health service providers, employers can increase access to vital services, improve the overall health of the workforce, lower healthcare costs and increase productivity.

6.2 Program Description

The purpose of the Values Practices and Policies Program is to promote awareness, accountability and changes in values, practices, policies and procedures across and within workplace systems and organizations that encourage the respect and rights of people identified with mental health challenges.

Specific activities:

- Identify and disseminate best practices for incorporating mental and emotional wellness in the workplace
- Engage employers and employer organizations in partnerships to address the importance promoting mental wellness and reducing stigma

- Conduct training statewide for employers on the importance of mental health wellness for all employees and best practices for promoting wellness
- Utilizing information on capacity, needs and best practices identified by other CalMHSA PEI Statewide SDR programs, conduct training statewide for healthcare and /or behavioral health staff on stigma and discrimination reduction utilizing best practice anti-stigma training strategies for populations across the lifespan and underserved ethnic, racial and cultural communities and trainers with lived experience Conduct training statewide for system partners (for example: law enforcement, first responders, social services, etc.) on stigma and discrimination reduction utilizing best practice anti-stigma training strategies and trainers with lived experience

Specific activities required for all contractors:

- Participate in the CalMHSA Statewide Coordinating Workgroup to coordinate activities across these five program components, across all the Stigma and Discrimination programs and across all the CalMHSA Initiatives (Suicide Prevention, Stigma and Discrimination Reduction, and Student Mental Health)
- Coordinate with other stigma and discrimination reduction training activities within each county in California to avoid duplication
- Increase the capacity of existing best-practice anti-stigma training programs in California
- Build statewide capacity and infrastructure for training that can continue after the term of this award

6.3 Target Populations

Anticipated target populations are listed below:

- Public mental health and other system partners
- Health providers and staff
- Employers, supervisors, employees
- Human Resources staff

- Mental health and system partner staff
- Mental health and behavioral health career trainers
- Public health educators and systems
- School and campus staff
- Law enforcement
- Populations across the lifespan and underserved ethnic, racial and cultural communities

6.4 Requirements for Respondents

Respondents may either demonstrate capacity on their own or through partnership with other entities.

Successful applicants should demonstrate experience and capacity to:

- Conduct an assessment of current capacity and gaps
- Develop and disseminate best practice resources
- Conduct wellness training for employers
- Conduct anti-stigma training for mental health and system partners
- Incorporate stigma and discrimination reduction into prevention and early intervention approaches
- Utilize culturally-relevant and age appropriate best practices with evidence of effectiveness
- Include stakeholders for content development, at a minimum: mental health clients, family members of mental health clients, survivors of suicide attempts, family survivors of suicide, older adults, transition-aged youth including foster care youth (16-25 years of age) and representatives from ethnic and cultural communities
- Utilize culturally-relevant strategies for engaging ethnic and cultural communities
- Consider social determinants of health
- Target efforts to populations with greatest need based on data
- Utilize a statewide or regional approach while providing guidance, materials and support for extending the impact at the local level
- Build statewide capacity and infrastructure that can continue after the term of this award

A contractor may consist of one entity or a lead agency with subcontractors. Contractors will need to work closely with the CalMHSA Statewide Coordinating Workgroup (SCW) to ensure coordination across

Stigma and Discrimination Programs and with the Suicide Prevention and Student Mental Health Programs.

6.5 Outcomes

Respondents will need to describe their expertise and recommend methods for evaluation of their program evaluation.

Respondents will be expected to adhere to an outcomes-based program design and are expected to provide a logic model to demonstrate how their activities are sufficient and adequate for achieving the intended outcomes. The selected respondents will be expected to participate, in conjunction with all other PEI Statewide Projects contractors, in a comprehensive statewide evaluation to be conducted through a contract with the RAND Corporation. In addition to the outcomes listed below, proposers are encouraged to review and consider the additional SSEP outcomes that are listed in the Work Plan:

- Increased availability of best practice training resources for stigma and discrimination reduction related to people with mental health challenges
- Improvement in knowledge and attitudes towards people living with symptoms of mental illness
- Increased awareness and ability to address behavioral health needs of people in physical health settings
- Increased awareness and ability to address physical health needs of people in behavioral health settings
- Increased awareness of the importance of mental health within organizations
- Increased respect and awareness of the rights of people identified with mental health challenges

6.6 Deliverables

Deliverables are organized by component and shared deliverables include the following (for a complete list, please refer to the Work Plan):

- Support training for mental health and system partner staff and staff of system partners that serve populations across the lifespan and underserved ethnic, racial and cultural communities
- Sponsor local and statewide programs to support medical practitioners
- Educate employers on the importance of mental health wellness for all employees
- Support ethnic diversity, cultural competency and age appropriate training

6.7 Award Information

Anticipated Total Available Funding:	\$3,000,000
Anticipated Number of Awards:	1 or more
Length of Program Period:	2 years

Annual continuation awards will be contingent upon contractor progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of contract award.

7.0 ADMINISTRATIVE TASKS

- A. Record Keeping: Proposer shall keep a record of services that were provided.
- B. Data Entry: Proposer shall be responsible for collecting and entering any data required by CalMHSA. Proposer shall ensure the data is entered electronically at network sites and downloaded at the CalMHSA centralized database (Integrated System).
- C. Days/Hours of Operation: Proposer's Project Manager or CalMHSA approved alternate shall have full authority to act for Proposer on all matters relating to the daily operation of the Contract, and shall be available during CalMHSA regular business hours of Monday through Friday, from 9:00 A.M. until 5:00 P.M., to respond to CalMHSA inquiries and to discuss problem areas.
- D. Computer and Information Technology Requirements: Proposer shall acquire a computer system, within 30 days of commencement of the Contract with sufficient hardware and software and an agreement for its on-site maintenance for the entire term of this agreement to comply with the terms of the contract.
- E. Cooperation: Proposer shall work cooperatively with CalMHSA Information Technology Services staff and any contracted program evaluator, if applicable.
- F. Data Collection: The Proposer shall be responsible for collecting, entering, managing, and submitting specific demographic, and outcome data as directed by CalMHSA to demonstrate outcomes inclusive of guidelines set forth by CalMHSA and the State.

8.0 QUALITY MANAGEMENT

- A. After a contract is executed, the successful Proposer(s) shall, be required, after a contract is executed to establish and implement a comprehensive written

Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on required statewide Suicide Prevention services provided and that identified measurable performance outcomes are attained. Quality Management activities are focused on assuring that the quality of services meets the contract requirements for the timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in the RFP SOW. The Plan shall be submitted to CalMHSA for review and approval. The Plan shall be effective on the contract start date and shall be updated and re-submitted as changes are needed and/or as changes occur.

- B. The Proposer's Plan shall specifically describe the methods by which performance outcomes will be measured and attained.
- C. The Proposer's Plan shall describe the quality monitoring methods and activities to be implemented to assure the stated measurable performance outcomes and specified contract requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents.
- D. The Proposer's Plan shall describe the methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff is properly assured, supervised, and maintained during the life of the contract.
- E. The Proposer's Plan shall describe methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable.
 - 1. The description of the methods shall include quality improvement strategies and interventions.
 - 2. The Proposer's Plan shall be in keeping with a focus on monitoring and improving the services provided and ensuring performance outcomes are achieved.

9.0 DATA COLLECTION

The Proposer shall have the ability to collect, manage, and submit data and reports as directed by the CalMHSA to demonstrate, profile, track, and document the effectiveness of training services delivered, performance outcomes, and quality improvement interventions including pertinent demographics of persons receiving services.

The Proposer's Plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and/or those to be developed to ensure accuracy of data for services delivered and performance outcomes measured.

The Proposer's Plan shall include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analyses, data reporting, and/or other data accuracy problems and actions already taken.

10.0 INFORMATION TECHNOLOGY REQUIREMENTS

A. Functional Requirements

1. Proposer must have the capacity for an information system/information technology (IS/IT). Further, Proposer shall have the ability to collect, manage, and submit data as directed by CalMHSA in order to ensure a consistently high level of services throughout the term of the contract and demonstrate outcomes inclusive of guidelines set forth by CalMHSA and DMH.
2. Proposer to provide basic demographic, stigma and discrimination reduction program, accounting and outcome data. All documentation is to be submitted in an electronic format.

B. Technology Requirements

1. Proposer's IS/IT system shall be required to meet the functional, workflow, and privacy/security requirements listed below under Privacy and Electronic Security
2. For daily telephonic communication with partner agencies a dedicated telephone line will be required, preferably a toll-free "800" number.
3. For monthly electronic submission of Statewide Stigma and Discrimination Reduction program information, an Internet connection will be required.
4. Proposer is solely responsible to comply with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

C. Work Flow Requirements

1. CalMHSA requires Proposer to submit Statewide Stigma and Discrimination Reduction Program information to CalMHSA on a monthly basis.

D. Privacy and Electronic Security

1. CalMHSA requires Proposer to comply with Federal and State laws as they apply to Protected Health Information (PHI), Individually Identifiable Health information (IIHI), and electronic information security.

11.0 PERFORMANCE-BASED CRITERIA

- A. The formal agreement between Proposer(s) and CalMHSA will include specific Performance-based Criteria that will measure the Proposer's performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the Work Plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- B. Successful Proposer(s) will be required to collaborate with CalMHSA to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in Federal, State and/or County policies/regulations, CalMHSA, at its sole discretion, may amend these Performance-based Criteria via a contract amendment.
- C. Successful Proposer(s) will be required to cooperate with CalMHSA in the regularly scheduled monitoring of the program; include review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at provider meetings where the Proposer's adherence to the performance-based criteria will be evaluated.

12.0 SUSTAINABILITY

- A. The Proposal shall articulate a comprehensive plan for sustaining this Statewide Stigma and Discrimination Reduction Program beyond the FY 2012 – FY 2014 term of the CalMHSA funding cycle.

PART E: LIST OF SUPPLEMENTAL ATTACHMENTS

- Exhibit 1: Sample Proposal Transmittal Cover Letter
- Exhibit 2: Application Information Sheet
- Exhibit 3: Information Sheet for Proposal Certification
- Exhibit 4: Budget Form and Justification Narrative
- Exhibit 5: Proposal Checklist with Table of Contents
- Exhibit 6: Letter of Intent
- Exhibit 7: CalMHSA Standard Services Agreement
- Exhibit 8: CalMHSA General Terms and Conditions

EXHIBIT 1: Sample Proposal Transmittal Cover Letter

[Must be on Proposer's Letterhead]

TITLE: CalMHSA STATEWIDE STIGMA AND DISCRIMINATION REDUCTION SERVICES

The undersigned Proposer hereby proposes to provide the services specified in the attached Proposal in response to CalMHSA's Request for Proposal for Statewide Stigma and Discrimination Reduction Services.

It is understood that should the Proposer be selected to receive an award, the Proposer will receive an award letter from the CalMHSA which outlines program, contract, fiscal, and general requirements.

The signing and submission of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a partnership shall be signed by a partner on behalf of the partnership
- Proposals submitted on behalf of a corporation shall have the correct corporate name listed with the signature of an authorized officer of the corporation below the corporate name. The title of the officer signing for the corporation shall appear below the signature of the officer
- Proposals which are submitted by a person doing business under a fictitious business name ("dba") shall be signed in the name of the person
- Proposals submitted on behalf of a group of collaborating agencies or entities shall be signed by the appropriate representative of the lead agency or entity, which shall act as the Proposer. The lead collaborator shall provide documentation that authorizes the Proposer to act on behalf of each agency or entity comprising the collaborative consortium

Pursuant to the provisions of the RFP and Proposer's attached Proposal, our all-inclusive requested project amount is entered below.

Total Proposal Budget Requested: \$ _____

Name and Address of Proposer: _____

I hereby certify that I am a person duly authorized to submit this Proposal on behalf of Proposer.

Authorized Signature
Proposer or Designee

Date

Type or Print Signer's Name and Title

Type or print the name, telephone number, and email address of the person to contact regarding this Proposal:

Name of Contact Person

Telephone Number

Email Address of Contact Person

EXHIBIT 2

2011 CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

STATEWIDE STIGMA AND DISCRIMINATION REDUCTION SERVICES REQUEST FOR PROPOSAL

APPLICATION INFORMATION SHEET

APPLICANT INFORMATION

Organization			
Address			
City		State	Zip Code
Phone		Email	
Director		Title	
Tax Exempt ID#			
Web Site			
Application Contact		Title	
Address			
City		State	Zip Code
Phone		Email	

PROJECT SUMMARY INFORMATION

Please check the box next to the program(s) for which you are submitting a proposal.

Program Two: Values, Practices and Policies Program	<input type="checkbox"/>
Project Name:	
Target Populations:	
Program Deliverables (please number each deliverable and refer to CalMHSA Work Plan for a complete list of deliverables):	

GEOGRAPHY THAT WILL BE AFFECTED BY THE PROGRAM

The proposed program activities will serve people living throughout all California counties. <input type="checkbox"/> Yes <input type="checkbox"/> No				
If not, please indicate the counties to be served and next to the county's name the percentage of program activities that will serve people living there (best estimate).				
	%		%	
	%		%	
	%		%	
	%		%	
	%		%	
	%		%	
Indicate whether the proposed program serves an urban or rural area or both areas. <input type="checkbox"/> Serves an urban area <input type="checkbox"/> Serves a rural area <input type="checkbox"/> Serves both urban and rural				
Indicate CMHDA Region(s) to be served. <input type="checkbox"/> Superior <input type="checkbox"/> Central <input type="checkbox"/> Bay Area <input type="checkbox"/> Southern <input type="checkbox"/> Los Angeles				

EXHIBIT 3

INFORMATION SHEET FOR PROPOSAL CERTIFICATION

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.

- A. Place all required attachments behind this certification sheet.
- B. Signature by the Proposer's authorized representative below certifies Proposer's compliance with all the requirements of this proposal document. If certification is on behalf of a collaborative group, signature must be by an authorized representative of the lead organization.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Proposer 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
7. <input type="checkbox"/> Public Sector		
Indicate the applicable employee and/or corporation number:		
8. Federal Employee ID No. (FEIN)	9. California Corporation No.	
10. Indicate applicable license and/or certification information:		
11. Proposer's Name (Print)	12. Title	
13. Signature	14. Date	

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	Check if your firm is a public sector organization. A public sector organization deals with either the production, delivery or allocation of goods and services by and for the government or its citizens, whether national, regional or local/municipal.
8	Enter your federal employee tax identification number.
9	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.
10	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.
11, 12, 13, 14	Must be completed. These items are self-explanatory.

EXIHIBIT 4

Budget Form and Justification Narrative

BUDGET FORM FOR _____

Project Numbers _____

Proposer Name _____

BUDGET CATEGORIES		BUDGET BY PROPOSED PROGRAM (Show budget for each project. Copy form for adding 3+ Programs)		
		Program _____	Program _____	TOTAL
I. DIRECT COST				
A.	PERSONNEL-ADMINISTRATIVE/SUPPORT STAFF			
	1. Program Staff			
	2. Administration/Support			
	3. Consultants			
B.	SERVICES AND SUPPLIES			
	1. Production/reproduction of materials			
	2. Office Supplies			
	3. Mileage			
	4. Other (Specify)			
C.	EQUIPMENT			
D.	FACILITY COSTS			
SUBTOTAL				
II. INDIRECT COSTS				
A.	ADMINISTRATIVE FEE			
B.	TOTAL OTHER INDIRECT COSTS			
SUBTOTAL				
TOTAL BUDGET				

BUDGET NARRATIVE AND JUSTIFICATION

Proposer must provide a narrative explaining its proposed budget costs and a justification for the costs. A budget and narrative must be submitted for each area addressed in the request.

GENERAL INFORMATION

The budget must clearly indicate that a viable program will be operating within the timeframe allotted for the program. The Budget Narrative, an attachment to the Budget Form, must provide the formulas (calculations) showing how each dollar amount that appears on the Budget Form was calculated. All amounts are to be rounded off to the nearest dollar.

Following are explanations of the allowable line item categories and examples of how line item amounts are calculated. The examples show how formulas on the required Budget Narrative and Justification should look. Proposer is responsible for the accuracy of all information presented in its Budget Form or Budget Narrative. Any errors may result in loss of points.

CalMHSA will comply with the DMH Guidelines (DMH Information Notice No. 10-06) for PEI Statewide Programs in managing and controlling costs for direct and indirect costs. CalMHSA's responsibility for maximizing the components of these costs as related to direct and indirect costs related to each program will require proposers to provide costs as requested in Exhibit 4.

I. DIRECT COSTS

A. PERSONNEL-ADMINISTRATIVE/SUPPORT STAFF (SALARIES & EMPLOYEE BENEFITS)

1. Program Staff

- Indicate the staff position and salary for each staff person proposed for program
- Indicate the percentage of Employee/Fringe Benefits for each staff classification. This includes FICA, unemployment insurance, workers' compensation, and health insurance. List total Employee/Fringe Benefit Package costs for each staff position
- Add the benefit dollar amount to the salary dollar amount to arrive at the combined salary/benefit for each classification

EXAMPLE:

Salary: Program Coordinator @ 4000 mo. X 12 mos. = \$48,000

Employment Benefits: 26% X \$48,000 = \$12,480

Total Program Coordinator salary and benefits: \$48,000 + \$12,480 = \$60,480

2. Administration/Support

- Indicate the staff position and salary for each staff person proposed for the program

- Indicate the percentage of Employee/Fringe Benefits for each staff classification. This includes FICA, unemployment insurance, workers' compensation, and health insurance. List total Employee/Fringe Benefit Package costs for each staff position
- Add the benefit dollar amount to the salary dollar amount to arrive at the combined salary/benefit for each classification

EXAMPLE:

Salary: Project Coordinator @ \$2500 mo. X 12 mos. = \$30,000

Employment Benefits: 26% X \$30,000 = \$7800

\$30,000 + \$7800 = Total Project Coordinator salary and benefits

3. Consultants

- List the names (if known) and type of consultants to be hired, the annual number of consultations, and the consultation rate

EXAMPLE:

Curriculum Consultant: 50 hours at \$200/hour = \$10,000

B. SERVICES AND SUPPLIES COSTS

Costs for production/reproduction of materials, mailing, office supplies, mileage related to the program may be included if they are not included in the overall administrative costs of the program and can be identified as such for invoicing purposes.

1. Production/re-production of materials

- Specify the cost per month for the duration of the program

2. Office Supplies

- Specify the costs per month for the duration of the program

EXAMPLE:

Training and Presentation Supplies @100 month X 12 months = \$1200

3. Mileage

- Specify the total annual proposed cost for each staff person requiring travel mileage and the basis for computation. Mileage must be computed in accordance with the County's prevailing Rate Schedule

EXAMPLE:

Rate (\$0.35) x Number of Miles = Total Mileage Cost

4. Equipment (valued at or less than \$200)

- Equipment costing \$200 or less than \$200 shall be purchased out of the Services and Supplies Budget. Specify the equipment to be purchased, leased, or rented.

EXAMPLE:

2 Portable DVD Players @ \$150 each = \$300

C. EQUIPMENT (valued over \$200)

For this section, “Equipment” means non-expendable personal property, each item of which has (a) a useful life in excess of one year, and (b) a value in excess of Two Hundred Dollars (\$200). Except as provided for in Section 552, Title 9, California Code of Regulations, equipment expenditures for existing services during any fiscal year shall not exceed one percent (1%) of the net budget of such service, and ten percent (10%) of the net budget for those new services which commence subsequent to the beginning of the fiscal year

1. Purchases:

- Identify equipment to be purchased, a justification statement for the purchase, and the cost of each equipment. Equipment purchase requests must be submitted to CalMHSA and may be reportable to the State Department of Mental Health (DMH) as necessary

2. Equipment Leases

- Identify equipment to be leased, a justification statement for all leased equipment, and the cost of each lease.

D. FACILITY COSTS

1. Facility Rent/Lease

- Specify the gross square footage, monthly and yearly gross cost, monthly and yearly cost per square foot
- If facility is currently being rented, attach a copy of the current lease or rental agreement. Rents and purchase costs applied to the contract will be compared to the guidelines issued by the CalMHSA member counties for evaluating rent costs in the current budget

II. **INDIRECT COSTS**

Administrative support and other indirect costs are those incurred for the common benefit of the organization’s total contracted program and are not directly or readily attributable to a previously specified direct cost. Allowable administrative costs include accounting, budgeting, financial screening, general administrative personnel, information system, office services, and other such similar services. These costs must be

reasonable, be equitably allocated and compliant with federal cost allocation principles. Consult with your accountant. Administrative costs are allowable to the extent they are: 1) reasonable and 2) related to the services provided by the providers.

A. ADMINISTRATIVE COSTS

Administrative costs are the indirect costs related to the implementation and operation of the program. Such costs must be reasonable and include a formula on how the cost was calculated.

B. TOTAL OTHER INDIRECT COSTS

Specify other indirect costs and provide a justification for such costs and the benefits to the program proposed under this RFP.

EXHIBIT 5

Proposal Checklist and Table of Contents

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 CalMHSA. For your proposal to be responsive, all required sections or forms must be returned. This checklist must be returned with your proposal package.

Section/Form	<u>Section/Form Name/Description</u>	Page #
<input type="checkbox"/>	1 Proposal Cover Letter	
<input type="checkbox"/>	2 Proposal Checklist and Table of Contents	
<input type="checkbox"/>	3 Proposal Transmittal Letter	
<input type="checkbox"/>	4 Executive Summary	
<input type="checkbox"/>	5 Proposal Package Narrative	
<input type="checkbox"/>	6 Budget Form and Narrative	
<input type="checkbox"/>	7 Letters of Support	
<input type="checkbox"/>	8 Supplemental Documents, Attachments and Appendices	

EXHIBIT 6: Letter of Intent to Apply

**CalMHSA STATEWIDE STIGMA AND DISCRIMINATION REDUCTION PROGRAMS
REQUEST FOR PROPOSALS (RFP)**

PROPOSER: _____

ADDRESS: _____

With this letter, the proposer provides CalMHSA notice of its intent to submit a proposal to become a service provider for CalMHSA Statewide Stigma and Discrimination Reduction Programs listed in the CalMHSA RFP released December 16, 2011. CalMHSA acknowledges that the submission of Intent to Apply Letter serves solely as notice to CalMHSA of the proposer's intent and is non-binding on the proposer. Listed in the table below are programs for which proposer intends to submit a proposal and the intended geographic area(s) of service.

CalMHSA Statewide Stigma and Discrimination Reduction Program(s)	County, Multi-County, or Statewide service area(s)

Contract Person: _____ Title: _____

Phone Number: _____ Email Address: _____

PROPOSER'S LETTER OF INTENT MUST BE RECEIVED BY JANUARY 25, 2012

SEND TO: John E. Chaquica, Executive Director

CalMHSA

C/o George Hills Company, Inc.

3043 Gold Canal Drive, Suite 200

Rancho Cordova, CA 95670

EXHIBIT 7

Model CalMHSA Standard Services Agreement

Agreement No. _____

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the California Mental Health Services Authority ("CalMHSA") and _____ ("Contractor").

CalMHSA desires to obtain services which are more fully described in Exhibit A hereto ("Scope of Services"), and Contractor represents that it is willing and professionally qualified to provide such services to CalMHSA.

CalMHSA agrees to retain Contractor to provide services, and Contractor accepts such engagement, on the basis of the Provisions stated in the following exhibits indicated by a checked box, which are attached and incorporated into this Agreement by reference:

- Exhibit A Scope of Services
- Exhibit B Payment Terms*
- Exhibit C General Terms and Conditions
- Exhibit D Special Terms and Conditions

*The maximum amount payable under this Agreement is \$_____ through _____
The term of this Agreement is _____ through _____

CalMHSA

Signed: _____ Name (Printed): _____
Title: _____ Date: _____
Address: _____

Phone: _____ Email: _____

Contractor

Signed: _____ Name (Printed): _____
Title: _____ Date: _____
Address: _____

Phone: _____ Email: _____

EXHIBIT 8: CalMHSA General Terms and Conditions

STANDARD SERVICES AGREEMENT, EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Contractor is not the agent or employee of CalMHSA in any capacity whatsoever, and CalMHSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used by Contractor or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees. Contractor agrees to indemnify and hold CalMHSA harmless from any and all liability which CalMHSA may incur because of Contractor's failure to pay such amounts.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify CalMHSA, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance under this Agreement, even if caused by or contributed to by the negligence of an indemnitee, except that Contractor shall have no obligation to indemnify damages resulting from the sole negligence or willful misconduct of any indemnitee. CalMHSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.
3. **INSURANCE AND BOND:** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, admitted in the State of California, and with a current A.M. Best's rating of no less than A-, which will protect Contractor and CalMHSA from claims arising out of Contractor's performance under this Agreement, regardless of whether such performance is by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include:

- a. If Contractor has employees, Contractor shall carry workers' compensation and employers liability insurance in accordance with the laws of the State of California, and such insurance shall waive subrogation against CalMHSA.
- b. Contractor shall carry automobile liability insurance including coverage for owned, non-owned, and hired autos. Contractor shall also carry commercial general liability insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence. In the event this Agreement is for a total amount of \$5,000,000 or more, such policies shall have limits of at least \$2,000,000 per accident or occurrence.
- c. If applicable, Contractor shall carry professional liability insurance, including contractual liability, with limits of at least \$1,000,000 per claim, or at least \$2,000,000 per claim if the total amount of this Agreement exceeds \$5,000,000. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five years thereafter. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subsection c.
- d. Each policy of insurance required in subsection b. above shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to CalMHSA prior to cancellation; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.
- e. Contractor shall notify CalMHSA in the event of material change in, or failure to renew each policy required under subsections a., b., or c.
- f. As to any policy of insurance required by this section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.
- g. Prior to commencing work, Contractor shall deliver to CalMHSA certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. In the event Contractor fails to secure or

maintain any required policy of insurance, CalMHSA may, at its sole discretion, secure such insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.

This section shall not apply to a Contractor that is a California public entity.

4. **CONFORMITY WITH LAW AND SAFETY:**

a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided. Contractor shall indemnify and hold CalMHSA harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance under this Agreement, Contractor shall immediately notify CalMHSA's manager by telephone. Contractor shall promptly submit to CalMHSA a written report, in such form as may be required by CalMHSA of all accidents which occur in connection with this Agreement. This report must include the following information:

- (1) Name and address of the injured or deceased person(s);
- (2) Name and address of Contractor's subcontractor, if any;
- (3) Name and address of Contractor's liability insurance carrier; and
- (4) A detailed description of the accident and whether any of CalMHSA's staff, equipment or materials were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to CalMHSA the opportunity to review and inspect such evidence, including the scene of the accident.

5. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B. Other than as specified in Exhibit B, no additional amounts will be allowed or paid for expenses incurred during performance.

6. **TAXES:** Payment of all applicable federal, state, and local taxes imposed on Contractor shall be the sole responsibility of Contractor.

7. **CHILD SUPPORT COMPLIANCE ACT:** “For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Any and all proposals, plans, specifications, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports and related documents (including computerized or electronic copies) first created pursuant to this Agreement, whether prepared by CalMHSA, Contractor, Contractor’s subcontractors or third parties at the request of Contractor (collectively, “Documents and Materials”) shall be considered a work for hire owned by CalMHSA. This explicitly includes the electronic copies of all above stated documentation. “Documents and Materials” does not include previously created materials acquired or produced by or on behalf of Contractor.

To the extent that the Documents and Materials fail to qualify as a work for hire, Contractor assigns to CalMHSA all copyright and other use rights in Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by CalMHSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants CalMHSA and any assignee of CalMHSA an express royalty-free license to retain and use said Documents and Materials. CalMHSA’s rights under this section shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

In Contractor’s contracts with subcontractors, Contractor shall expressly obligate them to grant CalMHSA the aforesaid rights as to Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold CalMHSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its subcontractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into its work pursuant to this Agreement, and shall defend, indemnify and hold

CalMHSA harmless from any claims for infringement of patent or copyright arising out of such selection. CalMHSA's rights under this Section 8 shall not extend to any computer software used to create such Documents and Materials.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CalMHSA shall grant to Contractor a non-exclusive license to use CalMHSA's interest in such copyrighted work first created in the performance of this Agreement. Subject to the provisions in Section 9 (Confidentiality), such license shall grant to Contractor a non-exclusive, right to publish, reproduce, distribute, use, and make derivative works of all or any part of the copyrighted work first created in the performance of this Agreement for non-commercial, research or education purposes, and Contractor may authorize others to do the same by or on behalf of Contractor for non-commercial purposes. This explicitly includes the electronic copies of such copyrighted works. In no event shall this Agreement be interpreted to grant an express or implied license, except as expressly granted herein.

9. **CONFIDENTIALITY:** Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify CalMHSA by notices provided in accordance with Section 10 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. This provision shall remain fully effective five years after termination of services to CalMHSA hereunder.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Facsimile transmission: When sent by facsimile to the last known facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by

first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

Contact information for the purpose of giving notice is that stated in the Standard Service Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

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

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

12. **AUDITS; ACCESS TO RECORDS:** Contractor shall make available to CalMHSA for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to CalMHSA, and shall furnish to CalMHSA such other evidence or information as CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor.

Contractor shall maintain full and adequate records in accordance with CalMHSA requirements to show the actual costs incurred by the Contractor in the performance of

this Agreement. If such books and records are not kept and maintained by Contractor within the State of California, Contractor shall, upon request of CalMHSA, make such books and records available to CalMHSA for inspection at a location within the state or Contractor shall pay to CalMHSA the reasonable, and necessary costs incurred by CalMHSA in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. CalMHSA further reserves the right to examine and reexamine said books, records and data during the three year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by CalMHSA, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after CalMHSA makes the final or last payment or within three years after any pending issues between CalMHSA and Contractor with respect to this Agreement are closed, whichever is later.

13. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to CalMHSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Section 8 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by CalMHSA), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three years following CalMHSA's last payment to Contractor under this Agreement.

It is the responsibility of Contractor to insure all documents and materials are in compliance with applicable industry regulations and standards.

14. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
15. **EARLY TERMINATION:** CalMHSA reserves the right to suspend, terminate or abandon the execution of any work by Contractor without cause at any time upon giving to Contractor 30 days' written notice. In the event that CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment, computed consistently with the requirements of this contract. If CalMHSA terminates the Agreement because Contractor has failed to perform as required under the Agreement (see Section 22), CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach. Upon receipt of notice of termination, Contractor shall stop work as of the date specified, and transfer to CalMHSA any materials, reports

or other products which, if the Agreement had been completed or continued, would have been required to be furnished to CalMHSA.

16. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
17. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
18. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
19. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
20. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of CalMHSA, its officers, directors, employees or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of CalMHSA in each instance.
21. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties, expressed in writing and signed by authorized representatives of both parties.
22. **CORRECTION OF DEFICIENCIES:** Failure of Contractor to comply with the provisions of this Agreement shall constitute a material breach. In the event of such a breach, CalMHSA may, at its sole discretion (and in addition to any other remedies available at law or under this Agreement):
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CalMHSA; and/or

- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by CalMHSA those monies disallowed pursuant to subdivision "b." of this section; and/or
 - e. Terminate this Agreement immediately.
23. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not assign this Agreement or its duties or obligations hereunder without CalMHSA's prior written approval. Contractor shall disclose subcontracts and subcontractors to CalMHSA, which will be deemed to have notice of those subcontractors and subcontracts disclosed in the bid or proposal.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors and regardless of whether CalMHSA approved the subcontract.
24. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Section 2), Ownership of Documents (Section 8), and Confidentiality (Section 9), shall survive termination or expiration.
25. **BUDGET CONTINGENCY CLAUSE:** It is mutually understood that CalMHSA is funded by amounts that Counties voluntarily transfer or assign to it, that such funding originates with the State and may be reduced or eliminated by the State, and that CalMHSA has no authorization to obtain additional funding by imposition of taxes, fees, or mandatory contributions. At the time it enters into this Agreement, CalMHSA's Board has reason to believe that it has sufficient funding to satisfy its obligations under the Agreement. If due to unforeseen contingencies CalMHSA determines that it will not be able to fully fund the obligations it has undertaken:
- a. CalMHSA may give notice to Contractor that this Agreement is cancelled and the Agreement shall no longer be in full force and effect. In the event of such cancellation, CalMHSA shall have no liability to pay further funds to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further perform any provisions of this Agreement.

- b. CalMHSA may alternatively offer an Agreement amendment to Contractor to reflect the reduced amount available.
26. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
27. **AUTHORITY TO SIGN:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
28. CalMHSA may request Contractor to provide CalMHSA a copy of Contractor's most recent compiled, reviewed or audited financial reports.
29. **SUBSTITUTIONS:** Contractor's key personnel as indicated in its proposal may not be substituted without notice to CalMHSA.
30. **PROVISIONS RELATING TO DATA:**
- a. "Data" as used in this Agreement 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. "Proprietary data" is such data as the Contractor has identified as being under the Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
 - c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the

performance of this Agreement at CalMHSA expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

- d. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to CalMHSA.
- e. Deliverable data shall be the property of CalMHSA. Proprietary data and generated data that does not constitute deliverable data shall be the property of Contractor. However, as to generated data, Contractor grants a no-cost, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, produce and to authorize others to produce, translate, publish and use the data, subject to any restrictions imposed by federal and state laws protecting the confidentiality of private or individually identifiable medical information.
- f. Prior to the expiration of the three year retention period stated in Section 12 above and before destroying any data, Contractor shall notify CalMHSA of any such contemplated action; and CalMHSA may within 30 days of said notification determine whether or not this data shall be further preserved. If it makes such a determination, CalMHSA shall pay the expense of further preserving this data. CalMHSA shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

31. PUBLICATION OF EVALUATION DATA OR REPORTS:

- a. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of CalMHSA. 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. If requested by CalMHSA, 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 CalMHSA and shall supply CalMHSA with evidence thereof.
- d. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

- e. After any data or documents submitted has become a part of the public records of CalMHSA, Contractor may at its own expense and upon written approval by CalMHSA, 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 California Mental Health Services Authority (CalMHSA), but does not necessarily represent the views of CalMHSA or its staff except to the extent, if any, that it has formally been approved by CalMHSA. For information regarding any such action, communicate directly with CalMHSA's Executive Director. Neither CalMHSA, nor any officer or staff 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.

- 32. **PUBLIC HEARINGS:** If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. CalMHSA shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by CalMHSA.
- 33. **USE OF PUBLIC FUNDS:** Contractor, including its officers and members, shall not use funds received from CalMHSA pursuant to this Agreement 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.

- 34. **DISCLAIMER OF RESPONSIBILITY FOR CONTENT OF CONTRACTOR'S PUBLICATIONS:**

- a. CalMHSA will not be responsible for the content of Contractor's publications, whether electronic, broadcast, printed, or otherwise.
- b. If Contractor allows members of the public to contribute to its website, blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:

All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make available here. [Contractor] and CalMHSA are in no way responsible for the content posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site's content.

If CalMHSA is identified as a sponsor of the site, the disclaimer should mention both Contractor and CalMHSA, as in the example above.

35. **PROJECT MANAGER TERMINATION:** In the event that the Project Manager that has been assigned by Contractor to this Agreement is involuntarily or voluntarily terminated during the course of performance, Contractor shall:
- a. Provide immediate (48 hours or less) notification to the CalMHSA Executive Director and Contract Manager assigned to the Agreement.
 - b. Submit a written Transition Plan and identify its interim Project Manager within fourteen calendar days.
 - c. Within 90 calendar days, identify its permanent Project Manager and arrange for a meeting between its permanent Project Manager and CalMHSA's Contract Manager.

[END OF GENERAL TERMS AND CONDITIONS]