

**CALIFORNIA MENTAL HEALTH SERVICES
AUTHORITY**
(CaIMHSA)



**Request For Statement of Qualifications
for
Program One: Strategies for a Supportive Environment
Program, Component One:
Stigma and Discrimination Reduction (SDR) Consortium**

Release Date: August 22, 2012

EXECUTIVE SUMMARY

The California Mental Health Services Authority (CalMHSA) Statewide Prevention and Early Intervention Implementation Work Plan (Work Plan) is composed of three comprehensive and coordinated initiatives: Suicide Prevention, Stigma and Discrimination Reduction, and Student Mental Health. This Request for Statement of Qualifications (RFSQ) is specifically designed to elicit qualifications for the Stigma and Discrimination Reduction (SDR) Initiative Program One: Strategies for a Supportive Environment Program, Component One: Stigma and Discrimination Reduction (SDR) Consortium.

The SDR Consortium is a statewide entity established in spring 2012 to build a diverse and interdisciplinary presence to support and advance mental health stigma and discrimination prevention activities in California, and to raise awareness and promote utilization of best practice strategies. In total there are 25 Consortium members ranging in age from their early 20's to their 70's. Each member was selected through a competitive process and made a commitment to participating actively in for a period of three years. Consortium members are dedicated participants and have a wide variety of expertise. The Consortium membership consists of eleven men and fourteen women. Overall the group is reflective of diverse sectors and disciplines that can help to influence mental health SDR including, but not limited to, rural law enforcement, urban chamber of commerce, policy/advocacy, veterans, school counselors, family resource centers, school principals, youth advocates, and the homeless population.

Through this RFSQ solicitation, CalMHSA seeks to ascertain the qualifications of a consumer or client-led organization to assume the management, oversight of administrative and organizational functions, of the Stigma and Discrimination Reduction (SDR) Consortium through June 2014. The selected organization must demonstrate the capacity to provide a statewide voice on the critical impact of stigma, resulting discrimination, and disparities experienced by individuals, families, and communities.

Opportunity Title: Request for Statement of Qualifications, Program One: Strategies for a Supportive Environment, Component One: Stigma and Discrimination Consortium

Release Date for RFSQ: August 22, 2012

Last Day to Submit Written Questions: August 29, 2012

Prospective Respondents' Webinar: Wednesday, August 29, 2012 at 2:00 PM Pacific Daylight Time. The webinar log-in information is below. Prospective Respondents' Webinar information will also be posted on the CalMHSA website.

- <https://www1.gotomeeting.com/join/182730072>
- Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone. **Dial +1 (312) 878-3081** Access Code: **182-730-072**
Audio PIN: Shown after joining the meeting

SOQ Due Date and Time: September 19, 2012 at 5pm Pacific Time

Anticipated Total Available Funding: Up to \$1.2 million

Number of Awards: One award

Length of Project Period: Through June 30, 2014

Respondent Qualifications: See Part B, Section 1 of this RFSQ; Respondent's Minimum Qualifications for the RFSQ

Notification of Selection Date: October 12, 2012

Table of Contents

Executive Summary	2
Part A: RFSQ Introduction	5
Part B: General Information	12
Part C: Instructions to Respondents	18
Part D: Statement of Qualifications Review, Selection, and Qualification Process	25
Appendix A: Supplemental Exhibits	
Exhibit 1 Respondent’s Organization Questionnaire/Affidavit	30
Exhibit 2 Prospective Contractor List of Contracts	32
Exhibit 3 Prospective Contractor References	34
Appendix B	
CalMHSA Standard Services Agreement	36
CalMHSA General Terms and Conditions	37

PART A: RFSQ INTRODUCTION

1.0 BACKGROUND AND PURPOSE FOR THE REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

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 composed of representatives of Member Counties and an Executive Committee comprised of officers and Statewide Regional Representatives. 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 58 counties and 2 city programs in California, with Los Angeles as the county with the largest population, and San Bernardino as the largest county by area. Fifty-one counties are members of the CalMHSA at the time of release of this RFSQ.

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 Prevention and Early Intervention (PEI) Statewide projects would be implemented most efficiently and effectively if administered through a single statewide entity and subsequently developed Strategic Plans for each project¹: The Suicide Prevention (SP) Initiative, the Stigma and Discrimination Reduction (SDR) Initiative, and the Student Mental Health (SMHI) Initiative. In April 2010, the [former] California Department of Mental Health (DMH) entered into a contract with CalMHSA to support the administration and implementation of the three PEI Statewide Initiatives.

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).

CalMHSA has the capacity and capability to promote systems and services arising from a shared member commitment to quality 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 (MHSA). 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 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).

1.1 CalMHSA Statewide Prevention and Early Intervention Implementation Work Plan Summary and Addendum

CalMHSA's Statewide Prevention and Early Intervention Implementation Work Plan (Work Plan) and its Addendum are composed of three comprehensive and coordinated initiatives that articulate how the JPA will administer MHSA funds, and implement and evaluate projects aimed at suicide prevention, stigma and discrimination reduction, and improvement in student mental health. The Strategic Plans for the SP, SDR, and SMHI Initiatives 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 SP and SDR implementation Work Plans, including the referencing of the recommended actions contained in the original DMH Strategic Plans.

The CalMHSA Statewide PEI Implementation Work Plan and the Addendum to the Work Plan on SP, SDR and SMHI contain priorities, themes, recommended actions, budget information, and evaluation strategies and outcomes. Respondents are encouraged to download the entire Work Plan and Addendum from the CalMHSA website (www.calmhsa.org).

1.2 Purpose for the Request for Statement of Qualifications (RFSQ)

The overall purpose of the Stigma and Discrimination Reduction Initiative Program One: Strategies for a Supportive Environment Program is to create a supportive environment for all consumers and those at risk for mental health challenges and for family and community members, establishing social norms that recognize the integral role of mental health to overall health and well-being. The program is divided into three components:

- Networking – aimed at forming a statewide presence to support and advance stigma and discrimination reduction activities in California as well as awareness and utilization of best practices;
- Social Marketing – aimed at increasing awareness within the public and private systems that people at different points in their lives experience different degrees of mental health from wellness to crisis; and,
- Capacity Building – aimed at providing support to individuals struggling with mental health challenges, their family members and those who are addressing stigma through various contact strategies such as speaker bureaus.

This current RFSQ specifically focuses on Program One: Strategies for a Supportive Environment, Component One: Stigma and Discrimination Reduction (SDR) Consortium. CalMHSA was unable to execute a contract with the initial awarded SDR Consortium respondent in 2011 due to organizational and fiscal challenges. CalMHSA used a Request for Interest (RFI) process to select an interim program manager/ facilitator to launch the SDR consortium, while the California Institute for Mental Health (CIMH) provided temporary administrative and organizational support until a suitable entity could be selected in a future competitive process. As approved by the CalMHSA Board in October 2011, this transitional process would be in place until September 30, 2012,

Over the course of the last 8 months the SDR Consortium was established and provides a diverse and interdisciplinary presence to support and advance mental health stigma and discrimination prevention activities in California, which raises awareness and promotes utilization of best practice strategies. In total there are 25 Consortium members ranging in age from their early 20's to their 70's. Each member was selected through a competitive process and made a commitment to participating actively in for a period of three years. Consortium members are dedicated participants and have a wide variety of

expertise. The Consortium consists of eleven men and fourteen women. Overall the group is reflective of diverse sectors and disciplines that can help to influence mental health SDR including, but not limited to, rural law enforcement, urban chamber of commerce, policy/advocacy, veterans, school counselors, family resource centers, school principals, youth advocates, and the homeless population.

In May 2012, a Steering Committee of Consortium members was formed to work with the interim program manager to determine the structure for the Consortium's work. The Steering Committee serves as the voice of the overall Consortium by providing input/recommendations to the design and content of the Consortium meetings. In July 2012, Consortium members participated in a strategic planning session to develop a work plan that would define values, roles and intended outcomes to guide the work product of the consortium. In addition, members selected strategies to support accomplishing tasks and achieving outcomes. The final strategic plan will be presented to and adopted by the full Consortium in September 2012.

Another completed deliverable of the Consortium is the development of key priorities for the transition of the administrative and organizational functions to a consumer or client-led entity with the capacity to provide a statewide voice on the critical impact of stigma and resulting discrimination and disparities experienced by individuals, families and communities. Several activities took place to gather Consortium member input and guidance, including in-person meeting feedback, a survey of membership and a conference call sponsored by CalMHSA program staff. During this process, Consortium members felt it would be imperative to continue to provide guidance on Consortium leadership, management and facilitation.

Through this RFSQ, CalMHSA is seeking to fund a consumer or client-led entity to assume the management responsibility for the administrative and organizational functions of the SDR Consortium. The selected entity must have the capacity to provide a statewide voice on the critical impact of stigma, resulting discrimination, and disparities experienced by individuals, families, and communities.

1.3 Organizational Qualities and Scope of Work

CalMHSA hereby issues this Request for Statement of Qualifications (RFSQ) to solicit Statements of Qualifications (SOQ) that will be used to qualify a contractor to enter into subsequent Service Agreement with CalMHSA to manage the administrative and organizational functions of the

statewide Stigma and Discrimination Reduction (SDR) Consortium. The SDR Consortium membership developed the following principles to guide the selection of a contractor under this RFSQ. The contractor must:

- Possess expertise in consumer or/ client-led mental health projects with strong community connections.
- Possess expertise in mental health issues as well as stigma and discrimination on the basis of mental health status and how this intersects with issues of race, culture, gender, orientation, geography and other isms.
- Demonstrate willingness to work with multiple partners, sectors and disciplines beyond mental health.
- Have a collaborative working style.
- Promote transparency in organizational practices.
- Demonstrate a history of sound fiscal/business practices.
- Exercise fair consensus-building skills when conflict arises.

Specific Scope of Work Activities/ Deliverables:

- Maintain and support the current configuration of the Consortium's membership that prioritizes and is reflective of diverse sectors and disciplines, in addition to the mental health field; and individuals representing consumers, family members, parents.
- Convene the Consortium's membership regularly to support interaction and exchange as appropriate, either through in-person meetings or by use of technology.
- Support the implementation of the SDR Consortium Adopted Strategic Plan.

- Support the facilitation of any necessary subcommittees and/or implement other necessary strategies for the Consortium to achieve identified deliverables, which include but are not limited to:
 - Review and comment on SDR messaging, and messaging for the PEI Initiatives in general, to ensure a consistent message, when appropriate;
 - Collaborate with other contractors participating in the SDR Initiative, to conduct a statewide assessment of current capacity and strategies for addressing gaps and expanding capacity;
 - Collaborate with the Mental Health Association of San Francisco, an SDR contractor in Programs 2 and 3, to assess, develop and disseminate information on available resources and best practices;
 - Implement strategies and tactics for the Consortium to serve as the “hub” or “clearinghouse” for accessible and cultural relevant anti-stigma materials for California’s diverse populations and communities.

In order to facilitate and ease the transition of the administrative and organizational functions of the SDR Consortium from the current program manager and facilitator, the selected entity must ensure the engagement of a facilitator with extensive experience in facilitation, project management, training, and leading community engagement with diverse client populations, including individuals with a mental health challenges. The contractor may choose to retain the existing facilitator, or provide a detailed plan for ensuring the engagement of a facilitator with the required experience, during the transition period and throughout the duration of the contract.

1.4 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **EXECUTIVE SUMMARY**
- **PART A: RFSQ INTRODUCTION:** Contains background and purpose for the RFSQ and summarizes the evaluation scope of work for which qualifications are sought.
- **PART B: GENERAL INFORMATION:** Includes the Respondent's minimum qualifications, and an explanation of the solicitation process.
- **PART C: INSTRUCTIONS TO RESPONDENTS:** Contains instructions on how a Respondent should prepare and submit an SOQ.
- **PART D: SOQ REVIEW, SELECTION, AND QUALIFICATION PROCESS:** Contains information on how the SOQ will be reviewed, and how the Respondent(s) will be selected and qualified by CalMHSA, as well as the process Respondents must follow to protest CalMHSA's disqualification and/or non selection of the Respondent.
- **APPENDICES:**
 - **A SOQ SUBMITTAL FORM & REQUIRED FORMS:** Exhibits 1 through 3 contained in this Section must be completed and included in the SOQ.
 - **B CalMHSA GENERAL SERVICE AGREEMENT AND CalMHSA GENERAL TERMS AND CONDITIONS:** Samples provided for information purposes only.

PART B: GENERAL INFORMATION

1.0 Respondent's Minimum Qualifications for the RFSQ:

Respondents that meet the Minimum Qualifications stated below are invited to submit an SOQ:

- 1.1 Respondent must be a consumer/client-led entity with a minimum of five (5) years of experience providing stigma and discrimination reduction efforts in the community. The respondent must demonstrate understanding of the public mental health system as well as particular expertise related to the impact of stigma, resulting discrimination, and disparities experienced by individuals, families, and communities. Please see Part B, Section 3.0 New Organization Eligibility for exceptions to this requirement.
- 1.2 Respondent must demonstrate a minimum of three (3) years of experience with project management and oversight of administrative functions of an organization or similar entity. Please see Part B, Section 3.0 New Organization Eligibility for exceptions to this requirement.
- 1.3 Respondent must demonstrate the capacity to provide a statewide voice on the critical impact of stigma, resulting discrimination, and disparities experienced by individuals, families, and communities.
- 1.4 Respondent must provide a detailed narrative description of its capacity to assume management of the administrative and organizational functions of the SDR Consortium according to the Consortium's guiding principles as described in the Scope of Work (Part A, Section 1.3).
- 1.5 Respondent must provide at least four (4) references (Appendix A) relating to a similar scope of services provided within the last three (3) years.
- 1.6 Respondent should demonstrate that is has previously worked collaboratively with diverse interest and stakeholder groups, and successfully established and maintained collaborative, non-hierarchical working relationships with external, partner organizations.

- 1.7 Respondent must comply with the SOQ format and requirements. The SOQ must be properly organized regarding content and sequence, and contain all forms contained in Appendix A and as required in Part C (Instructions to Respondents) of this RFSQ.
- 1.8 Respondent must have the ability to comply with all insurance provisions as set forth in Part C, Section 5.7 and Section 3 of the CalMHSA General Services Agreement Terms and Conditions in Appendix B of this RFSQ.
- 1.9 Respondent must not currently have a Settlement Agreement with any of CalMHSA's member counties or DMH for repayment of funds.

2.0 New Organization Eligibility

If a Respondent organization has not yet completed sufficient qualifying experience to meet the minimum requirements, the Respondent may substitute recent engagements which otherwise satisfy all professional and experiential requirements, which have been performed by, at most, two of the Respondent's principals, partners, or officers while in other organizations. If doing so, the Respondent must explicitly state that its submissions are intended to qualify it under "Provisions for New Organizations."

3.0 Qualified Contractor

The objective of this RFSQ process is to obtain SOQs from one or more qualified Respondents from which CalMHSA may select one Contractor to manage the administrative and organizational functions of the SDR Consortium as described in Part A, Section 1.3 (Scope of Work). Specific tasks and deliverables will be completed by the selected Contractor after a Services Agreement has been executed between CalMHSA and the Contractor. The only compensation made to the Qualified Contractor(s) will be for satisfactory work performed as defined in the subsequently issued and executed Services Agreement(s).

4.0 CalMHSA Rights & Responsibilities

CalMHSA has the right to amend the RFSQ by written addendum. CalMHSA is responsible only for that which is expressly stated in the RFSQ document and any authorized written addenda thereto. Such addenda shall be made available to each person or organization which CalMHSA records indicate has received this RFSQ. Should such addenda require additional information not previously requested,

failure to address the requirements of such addenda may result in the SOQ not being considered, as determined by 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.

5.0 Contact with CalMHSA Personnel

All contact regarding this RFSQ or any matter relating thereto must be in writing and mailed to:

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

6.0 CalMHSA Option To Reject SOQs

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

7.0 Protest Process

Any actual or prospective Respondent may file a protest in connection with the solicitation of SOQs or the award of a CalMHSA Board-approved Service Agreement. Any Respondent challenging the decision of CalMHSA bears the burden of proof in its claim that CalMHSA committed a sufficiently material error in the solicitation process to justify invalidation of an award.

Throughout the review process, CalMHSA has no obligation to delay or otherwise postpone an award of contract based on a Respondent protest. In all cases, CalMHSA reserves the right to make an award when it is determined to be in the best interest of the CalMHSA Work Plan to do so.

7.1 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any CalMHSA determination or action are limited to those stated in this RFSQ, Part D, SOQ Review, Selection, and Qualification Process, Section 2.0 Disqualification/Non Selection Review.

8.0 Notice to Respondents Regarding Public Records Act

- 8.1 SOQ responses to this RFSQ shall become the exclusive property of CalMHSA. At such time as when CalMHSA executes a Services Contract with qualified Respondent(s), all such SOQs submitted by the contracted Respondent(s) in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are defined and identified by the Respondent as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 8.2 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 SOQ as confidential shall not be deemed sufficient notice of exception and may subject the entire SOQ to disclosure. The Respondent must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

9.0 Indemnification and Insurance

Respondent(s) shall be required to comply with the Indemnification provisions contained in Appendix B, CalMHSA General Services Agreement and General Terms and Conditions at such time as a subsequent Services Agreement is executed. At such time, Respondent(s) shall procure, maintain, and provide to CalMHSA proof of insurance coverage for all the programs of insurance in the amounts specified in the CalMHSA General Services Agreement and Terms and Conditions, included herein as Appendix B for information purposes only.

10.0 Conflict of Interest

- 10.1 By submission of a SOQ, Respondent certifies that Respondent is aware of, and has read, the CalMHSA Conflict of Interest Statement available on the CalMHSA website (www.calmhsa.org: select Documents, and then select Resolution No. 10.02).
- 10.2 No CalMHSA administrative staff, board members, or alternates, whose position with CalMHSA enables him/her to influence the selection of a Qualified Contractor for this RFSQ, or any

competing RFSQ, nor any spouse or economic dependent of such persons, shall be employed in any capacity by a Respondent or have any other direct or indirect financial interest in the selection of a Contractor. Respondent shall certify that he/she is aware of and has read the CalMHSA Conflict of Interest Policy available on the CalMHSA website (www.calmhsa.org) - select Documents, and then select Resolution No. 10.02.

- 10.3 Respondent shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter enacted during the term of its Services Agreement with CalMHSA. Respondent warrants that Respondent is not now aware of any facts which create a conflict of interest. If Respondent hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, Respondent shall immediately make full written disclosure of such facts to CalMHSA. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

11.0 CalMHSA's Performance Standards and Outcome Measures

- 11.1 After the subsequent award of an executed Services Agreement, CalMHSA or its agent will evaluate the Respondent's performance on a periodic basis. Such evaluation will include assessing Respondent's compliance with all terms in the Services Agreement and performance standards identified in said Services Agreement. Respondent's deficiencies which CalMHSA determines are severe or continuing and that may place the performance of the Qualified Contractor and any executed Service Agreements in jeopardy if not corrected, may be reported to the CalMHSA Board. The report will include improvement/corrective action measures taken by CalMHSA and Contractor and a timeframe for completion. If improvement does not occur consistent with the corrective action measures, CalMHSA may terminate any executed Services Agreement(s) in whole or in part, or impose other penalties as specified in CalMHSA's Standard Service Agreement.
- 11.2 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 executed Service Agreement and shall apply for all CalMHSA policies and procedures approved by the CalMHSA Board of Directors for performance standards and/or outcome measures. 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.

PART C: INSTRUCTIONS TO RESPONDENTS

This Section contains instructions to Respondents on how to prepare and submit their Statement of Qualifications (SOQ).

1.0 CalMHSA Responsibility

CalMHSA is not responsible for representations made by any of its officers or employees in the selection process unless such representations are included in this RFSQ solicitation and any addenda to this RFSQ.

2.0 Truth and Accuracy of Representations

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

3.0 RFSQ Timetable

The following timetable for this RFSQ is based on CalMHSA Board approval and any delays/changes in the RFSQ timetable will be posted through RFSQ addenda:

- Release of RFSQAugust 22, 2012
- Last Day for Respondents to Submit Written QuestionsAugust 29, 2012
- Prospective Respondents' WebinarAugust 29, 2012
- SOQ Due Date and TimeSeptember 19, 2012 by 5:00 PM Pacific Time
- Anticipated Notification of Selection DateOctober 12, 2012

4.0 Respondents' Questions:

4.1 CalMHSA, in conjunction with the California Institute for Mental Health (CIMH), will host a Prospective Respondents' Webinar on August 29, 2012, to provide Prospective Respondents with an opportunity to ask questions about this RFSQ.

- 4.1.1 Participation in the Prospective Respondents' Webinar is encouraged for any Respondent submitting a Statement of Qualifications (SOQ). The Prospective Respondents' Webinar will be held on August 29, 2012.

4.1.2 The Prospective Respondents' Webinar will be held Wednesday, August 29, 2012 at 2:00 PM Pacific Daylight Time. The webinar log-in information is below. Prospective Respondents' Webinar information will also be posted on the CalMHSA website.

- <https://www1.gotomeeting.com/join/182730072>
- Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone. **Dial +1 (312) 878-3081** Access Code: **182-730-072**
Audio PIN: Shown after joining the meeting

4.1.3 Prospective respondents are encouraged to RSVP by August 27, 2012. Please contact CiMH Program Coordinator, Autumn Valerio at avalerio@cimh.org. Prospective Respondents' Webinar information will also be posted on the CalMHSA website.

4.2 Respondents may submit written questions regarding this RFSQ by mail to the CalMHSA Staff, below. The last date for receipt of written questions by CalMHSA is August 29, 2012, at 5pm Pacific Time. Respondents have the sole responsibility of assuring their written questions are received by CalMHSA by 5pm Pacific Time on August 29, 2012. Respondents will have the opportunity to submit questions during the Prospective Respondent Webinar on August 29, 2012. All questions, without identifying the submitting Prospective Respondent, will be compiled with the appropriate preliminary answers and responded to during the Prospective Respondents' Webinar. **Final responses to all questions received prior to and during the Prospective Respondents' Webinar will be issued as an addendum to the RFSQ following the Webinar.** The addendum will be posted on the CalMHSA web site. To ensure receipt of any addenda, Respondents should visit the CalMHSA website, www.calmhsa.org, no later than one week following the Prospective Respondents' Webinar. Written questions should be addressed to:

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

5.0 Preparation and Format of the SOQ

Respondents must submit an SOQ that must be typewritten in 12-point Times Roman, Arial, or equivalent font, double spaced, securely bound, and identified by the RFSQ title. Any SOQ that deviates from this format may be rejected without review at CalMHSA's sole discretion.

The content and sequence of the SOQ must be as follows:

- Transmittal Letter
- Table of Contents
- Respondent's Organization Questionnaire/Affidavit
- Proposer's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)

5.1 Transmittal Letter

The transmittal letter should be a maximum of two (2) pages, type-written on the Respondent's letterhead/stationery. The transmittal letter should specifically indicate the Respondent's expertise with stigma and discrimination reduction efforts as well as the Respondent's capacity to provide the services described in Part A, Section 1.3 Scope of Work.

The transmittal letter must also include: 1) if applicable, a statement that Respondent is seeking to qualify under the Part B, Section 2.0 (New Organization Eligibility); 2) Respondent's legal business name and legal business status (e.g., partnership, corporation, etc.); 3) address, telephone and facsimile numbers of the person or persons to be used for contact; and 4) the names and original signatures of the person(s) authorized to represent the Respondent. **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Respondent and to bind the applicant in a Services Agreement with CalMHSA.**

5.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers as stated in this RFSQ Part C, Section 5.0 above.

5.3 Respondent’s Organization Questionnaire/Affidavit Form

Respondent must complete the Respondent’s Organization Questionnaire Affidavit form (Appendix A, Exhibit 1).

5.4 Respondent’s Qualifications (Section A)

5.4.1 Respondent must provide a summary of relevant background information to demonstrate that they meet the minimum qualifications stated in Part B, Section 1.0 (Respondent’s Minimum Qualifications for the RFSQ), and have the capability to perform the required services (as a corporation or other entity) identified in Part A, Section 1.3 (Scope of Work).

5.4.2 Respondent must provide a detailed description of it’s capability to adhere to the guiding principles described in Part A, Section 1.3 (Scope of Work) as well as demonstrate it’s capacity to provide a statewide voice on the critical impact of stigma, resulting discrimination, and disparities experienced by individuals, families, and communities.

5.4.3 Respondent should also provide examples or a description of how they have previously worked collaboratively with diverse interest and stakeholder groups, and successfully established and maintained collaborative, non-hierarchical working relationships with external, partner organizations.

5.4.4 Respondent must identify by name, case, and court jurisdiction any pending litigation in which the Respondent is a party or where there have been judgments against the Respondent in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Respondent or principals of

the Respondent. Include any labor disputes and/or alleged unfair hiring practices in the past five (5) years. If none, include a statement to that effect.

5.4.5 In addition to the summary information, Respondents must complete and include *Appendix A - Required Forms, 1, 2 and 3*. All forms are provided in *Appendix A*.

- a. Respondent's Organization Questionnaire, Exhibit 1.
- b. Respondent List of Contracts, Exhibit 2.
- c. The listing must include all contracts with public entities for the last three (3) years.
- d. Respondent List of References, Exhibit 3.

Respondents must provide four (4) references for which the Respondent has provided related services within the last three (3) years. (*Indicate categories of service, dollar amount of services provided, location, contracting agency - including name and phone number of the contracting agency's contract person for the contract.*) It is the Respondent's sole responsibility to ensure that the reference's name, and point of contact's name, title, and phone number for each reference is accurate. CalMHSA may disqualify a Respondent if:

- References fail to substantiate Respondent's description of the services provided; or
- References fail to support that the Respondent has a continuing pattern of providing capable, productive and skilled personnel; or
- CalMHSA is unable to reach the point of contact with reasonable effort. It is the Respondent's responsibility to provide information for where the point of contact may be contacted during normal working hours.

5.5 Required Forms (Section B)

Respondents must complete and submit the following *Required Forms*. All forms are provided in *Appendix A*.

Exhibit 1 Respondent's Organization Questionnaire/Affidavit
This is submitted under the Respondent's Qualifications Section A.

- Exhibit 2 Prospective Contractor List of Contracts
This is submitted under the Respondent’s Qualifications Section A.
- Exhibit 3 Prospective Contractor References
This is submitted under the Respondent’s Qualifications Section A.

5.6 Other Certifications/Schedules (to be submitted)

Under the Respondent’s Qualifications Section B, the respondent must provide the following certification and schedule on its letterhead:

5.6.1 Respondent must include a certification on its letterhead explicitly stating that none of its employees who prepared or participated in the preparation of the SOQ are in violation of the CalMHSA Conflict of Interest Policy, which is available on the CalMHSA website (www.calmhsa.org: select Documents, then, select Resolution No. 10.02).

5.6.2 Respondent’s Fee Schedule

5.7 Proof of Insurability (Section C)

Respondents must provide proof of insurability that meets all insurance requirements set forth in the *Appendix B CalMHSA General Services Agreement and General Terms and Conditions*. If a Respondent does not currently have the required coverage, the Respondent may instead submit with the SOQ a letter from a qualified insurance carrier indicating a willingness to provide the required coverage, should the Respondent be selected subsequently to receive a Services Agreement award.

6.0 SOQ Submission

The original SOQ and six (6) copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Respondent and bear the words: **“SOQ FOR SDR INITIATIVE PROGRAM ONE, COMPONENT ONE: SDR CONSORTIUM”**

The SOQ and any related information shall be delivered or mailed to the address shown below by 5:00 PM Pacific Time on September 19, 2012:

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

It is the sole responsibility of the submitting Respondent to ensure that its SOQ is received by CalMHSA. Submitting Respondents shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All SOQs will be thoroughly reviewed for compliance with the content and format rules provided in Part C (Instructions to Respondents). SOQs determined to be substantially nonconforming with Part C are subject to disqualification. Minor discrepancies and/or omission in supplying required information will, in the first instance, not be cause for disqualification; but, when any discrepancies/omissions are brought to the Respondent's attention, the Respondent may be disqualified if the discrepancies are not promptly rectified.

7.0 SOQ Withdrawals

The Respondent may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request to CalMHSA addressed to:

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

PART D: SOQ REVIEW, SELECTION, AND QUALIFICATION PROCESS

1.0 Review Process

An SOQ Review Panel that will include CalMHSA Staff, SDR Consortium, and consultants will evaluate the SOQs. CalMHSA may also utilize the services of CalMHSA Board Members and appropriate subject matter experts to assist in the evaluation process. The SOQ Review Panel, in its sole discretion, may delegate certain functions to staff or consultants. The review process will include the following steps:

1.1 Adherence to Minimum Qualifications

An SOQ must adhere to the minimum qualifications outlined in RFSQ Part B (General Information), Section 1.0, (Respondent's Minimum Qualifications). There will be a thorough review of Respondent's qualifications as provided in **Section A** of the Respondent's SOQ to determine if the Respondent meets the Minimum Qualifications. The review will include verification of references submitted, a review of terminated contracts, and a review to determine the magnitude of any pending litigation or judgments against the Respondent. Respondents must demonstrate capability to complete the activities described in Part A, Section 1.3 (Scope of Work) to meet the Minimum Qualifications of the RFSQ.

1.2 Required Forms

All forms listed in Part C (Instructions to Respondents) must be included in **Section B** of the SOQ.

1.3 Proof of Insurability

As stated in Part B, Section 9.0 (Indemnification and Insurance) and Part C, Section 5.7 (Proof of Insurability), Respondent must provide proof of insurability as part of **Section C** of the SOQ.

1.4 Respondent Changes

An SOQ which contains conditions or limitations established by the Respondent may be deemed irregular and be rejected by CalMHSA in its sole discretion.

2.0 Disqualification/Non Selection Review

An SOQ may be disqualified from consideration at any time during the review process because CalMHSA determined it was a non-responsive SOQ. If CalMHSA determines that an SOQ is disqualified due to non-responsiveness the Respondent will be disqualified from any subsequent consideration for a PEI Service Agreement with CalMHSA. CalMHSA shall notify the Respondent in writing of the basis for its determination.

Upon receipt of the written determination of non-responsiveness, the Respondent may submit a written request for a Disqualification/Non Selection Review.

2.1 A respondent may only appeal CalMHSA's decision to disqualify or not select its SOQ for a PEI Service Agreement based on the following two grounds:

2.1.1 If the SOQ was disqualified under Section 2.0 of this Part C, the Respondent 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 Respondent's address of record containing CalMHSA's Disqualification Letter.

2.1.2 If the SOQ was not disqualified under Section 2.0 but was not chosen for a PEI Service Agreement, the Respondent can appeal CalMHSA's decision not to enter into a PEI Service Agreement with the Respondent based on the following two grounds:

1. CalMHSA has failed to follow the procedures stated in this RFSQ, or
2. CalMHSA has failed to follow its Purchase and Procurement Policy as posted on the CalMHSA website (www.calmhsa.org: select documents, Resolution 10-01).

2.1.2.1 If the Respondent was not chosen for a PEI Service Agreement, Respondent 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 Respondent's address of record containing CalMHSA's decision stating that the Respondent was not selected.

- 2.1.3 Filing an appeal as described in subsections 2.1.1 and 2.1.2 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.
- 2.2 Any appeal shall (1) state in detail each and every ground asserted for the protest, citing to the purchase and procurement procedure or RFSQ provision on which the protest is based; (2) explain why the violation prevented the aggrieved person or organization from being selected for PEI Services contract; and (3) identify the remedy sought.
- 2.3 All appeals shall be sent to CalMHSA at:
- John E. Chaquica, Executive Director
CalMHSA
ATTN: Appeal of Decision for SOQ, PEI Evaluation Services
c/o George Hills Company, Inc.
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670
- 2.4 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.
- 2.5 If the Executive Director determines the error identified by the appealing party has deprived that party from receiving the contract, the Executive Director may cancel the RFSQ or proposed PEI Service Agreement, 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.
- 2.6 Requests for a Disqualification/Non Selection Review not timely submitted will be denied.

3.0 Qualification/Selection Process

3.1 CalMHSA will only qualify Respondent(s) that have the necessary experience in providing stigma and discrimination reduction services as identified in this RFSQ Part A, Section 1.3 (Scope of Work).

3.2 The most qualified Respondent will be a consumer or client-lead entity that has, in CalMHSA's sole discretion, the capacity to provide a statewide voice on the critical impact of stigma, resulting discrimination, and disparities experienced by individuals, families, and communities.

3.2 The most qualified Respondent will be the Respondent that demonstrates the ability, in CalMHSA's sole discretion, to successfully manage the administrative and organizational functions of the SDR Consortium.

If the Respondent subcontracts or partners among various consulting organizations, the exact nature of the subcontracts or partnerships must be described in the Respondent's SOQ, including organization names, key staff, qualifying experience, and contractual relationships between Respondent and the subcontractor(s)/partner(s). CalMHSA intends to play an administrative role and therefore the most qualified Respondent(s) will not solely be an administrator for a variety of experienced subcontractors.

3.3 CalMHSA will subsequently seek to execute a PEI Service Agreement with the Respondent that it deems to be most qualified and capable of successfully managing the administrative and organizational functions of the SDR Consortium.

3.4 In the event that more than one respondent has the requisite qualifications as determined by the initial review, CalMHSA staff will make recommendations to the CalMHSA Board from among them.

4.0 All Respondents will be informed of the final selection.

APPENDIX A:

SUPPLEMENTAL EXHIBITS

RESPONDENT'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and include it as the first page of your Statement of Qualifications (SOQ). The person signing the form must be authorized to sign on behalf of the Respondent and to bind the applicant in a Contract.

- 1. If your organization is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name State Year Inc.

- 2. If your organization is a partnership, limited partnership or a sole proprietorship, state the name of the proprietor or managing partner(s):

- 3. If your organization is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name County of Registration Year became DBA

- 4. Is your organization wholly or majority owned by, or a subsidiary of, another organization? ___ If yes,

Name of parent organization:

State of incorporation or registration of parent organization:

- 5. Please list any other names your organization has done business as within the last five (5) years. Name Year of Name Change

- 6. Indicate if your organization is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Respondent acknowledges and certifies that it meets and will comply with all of the Minimum Respondent Qualifications listed in Part B, Section 1.0 of this Request for Statement of Qualifications (RFSQ).

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements are made in connection with this SOQ, the SOQ may be rejected. The evaluation and determination in this area shall be at CalMHSA's sole judgment and its judgment shall be final.

Respondent's Name:

Address:

Email address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Respondent's name) _____

(Name of Respondent's authorized representative), certifies that the information contained in this Respondent's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service

Employer Identification Number

Title

California Business License Number

Date

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all private and public entities for which the Contractor has provided substantial related services within the last three (3) years. Use additional sheets if necessary.

1. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<hr/>				
2. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<hr/>				

3. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<hr/>				
4. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<hr/>				
5. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

PROSPECTIVE CONTRACTOR REFERENCES

Contractor’s Name: _____

List four (4) references where the same or similar Scope of Services were provided in order to meet the Minimum Qualifications stated in this solicitation.

1. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<hr/>				
2. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

3. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
4. Name of Organization	Address of Organization	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

APPENDIX B:

CaIMHSA STANDARD SERVICES AGREEMENT AND GENERAL TERMS AND CONDITIONS

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 \$ _____

The term of this Agreement is _____ through _____

CalMHSA

Signature: _____ Name (Printed): _____

Title: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Contractor

Signature: _____ Name (Printed): _____

Title: _____ Date: _____

Address: _____

Phone: _____ Email: _____

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]