

A. PURPOSE AND DESCRIPTION OF SERVICES

1. Office of the Patient Advocate

The Office of the Patient Advocate (OPA) an independent state office within Business, Transportation & Housing Agency, works closely with the state Department of Managed Health Care (DMHC) to inform and educate consumers about their rights and responsibilities as health maintenance organization (HMO) enrollees. OPA's specific statutory mandates include:

- Publishing an annual report card on the quality of HMO services;
- Developing consumer education materials and programs;
- Assisting and advising HMO enrollees;
- Advising DMHC regarding consumer issues; and
- Collaborating with other patient advocacy organizations.

For fiscal year 2008-09, OPA has been allocated a total budget of approximately \$4.5 million – including \$1 million for the development, production, and distribution of the annual Health Care Quality Report Card and \$2 million for consumer education materials and programs. OPA has a staff of 12 and is headquartered at 980 9th Street, Suite 500, Sacramento, CA 95814. To learn more about OPA, its programs, and materials, visit our website at www.opa.ca.gov.

2. Health Care Quality Report Card

OPA is mandated to produce an annual health care quality report card by Health & Safety Code §1368.02 (c)(3)(B)

(3) The duties of the office shall be determined by the secretary, in consultation with the director, and shall include, but not be limited to...

(B) Compiling an annual publication, to be made available on the Department's Internet Website, of a Health Care Quality Report Card including but not limited to health care service plans.

The major objectives of the Report Card are:

1. To provide the public (consumers, purchasers, advocates, regulators, and the industry) with useful and usable information on the quality of California health care across all aspects of the health care system.
2. To create transparency, greater accountability, and incentive for improvement at all levels of the health care system through the public reporting process.
3. To engage consumers to become effective, efficient purchasers of high quality, cost-effective health care services with the most usable format and presentation of data.

The Report Card:

- Rates California's nine largest commercial HMOs using clinical quality data from the Healthcare Effectiveness Data and Information Set (HEDIS®) and member satisfaction data from the Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey;
- Rates approximately 200 medical groups using clinical quality HEDIS® and Patient Assessment Survey (PAS) data;
- Provides information on language access services provided by commercial and Medi-Cal HMOs for seven non-English languages and American Sign Language;

- Provides descriptive data and contact information for each participating HMO and medical group; and
- Is available in English, Spanish, and Chinese as an interactive website on the internet as well in hard copy summary versions that can be ordered for free from OPA.

Participating Commercial HMOs:

Each participating HMO receives one overall clinical quality star rating (Poor, Fair, Good, Excellent) based on HEDIS® data and one overall member satisfaction rating based on CAHPS surveys completed by their members. These data are provided voluntarily to OPA by the California Cooperative Healthcare Reporting Initiative (CCHRI), a collaborative of health plans and medical groups. In addition to the overall clinical quality rating, summary “star” ratings for nine health conditions (asthma care, checking for cancer, diabetes care, heart care, maternity health care, sexually transmitted diseases, getting the right care – adults, and getting the right care – children) are provided for each HMO. Individual HEDIS® scores and member satisfaction scores for individual topics for each HMO are also provided. Quality ratings and data are provided for the following commercial HMOs which represent 95% of the commercial enrollment in the State:

- Aetna Healthcare of California
- Blue Cross HMO – CaliforniaCare
- Blue Shield of California HMO
- CIGNA HMO
- Health Net
- Kaiser Permanente – North
- Kaiser Permanente – South
- PacificCare of California
- Western Health Advantage

Participating Medical Groups:

The Report Card includes clinical quality and patient satisfaction (star) ratings for approximately 200 medical groups. Clinical ratings are based on HEDIS® scores provided by the Integrated Healthcare Association, and patient satisfaction ratings are based on patient survey data compiled by the CCHRI. The individual HEDIS® scores and patient satisfaction scores are aggregated into two overall star ratings (Poor, Fair, Good, or Excellent) – one for clinical quality and one for patient experience. Individual HEDIS® scores are available as well as patient satisfaction scores in four categories: Communicating with Patients, Coordinating Patient Care, Helpful Office Staff, and Timely Care and Service.

HMO Language Access Services for Non-English Speaking Members:

From data collected in an OPA survey, the Report Card provides consumers with information that compares the language access services provided by approximately 25 - 30 commercial and Medi-Cal HMOs. Data are displayed by HMO, by five lines of business (commercial, Medi-Cal, Healthy Families, Medicare, and Healthy Kids), and by language (Spanish, Chinese, Vietnamese, Korean, Tagalog, Armenian, Russian and American Sign Language). HMOs also receive an overall rating based on the extent of the language access services that they provide.

Descriptive Information on Individual HMOs and Medical Groups:

The Report Card also includes contact and descriptive information for each participating HMO and medical group including address, telephone number, website address, and geographic coverage area, so that consumers can contact the plan or medical group directly if they have questions or want more specific information on services provided.

3. Health Care Quality Portal

In addition to scores and ratings for HMOs and medical groups, the OPA Health Care Quality Report Card website includes a portal to other quality information including:

- Links to other websites that have quality information for Medi-Cal, Healthy Families, Medicare, CalPERS, hospitals, and nursing homes;
- Additional data (charts and tables) on managed care in California;
- Links to other data sources and background information on health care quality; and
- General, consumer-oriented background information on health care quality.

The portal page on the website acts as the entry point for this information as well as the OPA report card. It can be accessed directly on the internet at www.healthcarequality.ca.gov.

4. OPA Partners:

The voluntary participation of individual health plans and medical groups is a critical component of the Health Care Quality Report Card. In addition, the following organizations contribute to the development of the Health Care Quality Report Card and/or help distribute the Report Card to consumers:

- California Cooperative Healthcare Reporting Initiative (Commercial Health Plan/Medical Group Data)
- California Department of Insurance (PPO Health Plan Data)
- California Department of Health Care Services (Medi-Cal Health Plan Data)
- California Office of Statewide Health Planning and Development (Hospital Data)
- California Public Employees Retirement System (Commercial Health Plan Data)
- Integrated Healthcare Association (Medical Group Data)
- Managed Risk Medical Insurance Board (Healthy Families Health Plan Data)
- OPA Cultural & Linguistic Services Work Group (Language Access Services Data)
- Pacific Business Group on Health
- Walgreens, Leader, and independent pharmacies and public libraries
- HMO Enrollee Regional Outreach and Information Centers (HEROICs) – 15
- HEROIC Statewide Special Population Initiatives – 3
- California Foundation for Independent Living Centers

B. MINIMUM QUALIFICATIONS FOR PROPOSERS

1. Qualifications

The publication of an annual report card on California HMOs is one of OPA's major program activities. Much of the development of the Report Card is contracted out to an organization that can demonstrate its ability to assist OPA in this important task.

As such, proposers, in combination with any subcontractors, must provide documentation of their qualifications in the following areas:

- Expertise in the fields of health care quality and public reporting, governmental initiatives in health care quality and transparency, project management, cultural and linguistic access, disability access, consumer education, marketing and outreach, and consumer research/evaluation;
- Knowledge and experience in implementing strategies to engage a diverse consumer audience in the use of health care quality data;

- Understanding of health care quality issues related to special populations (e.g., seniors, people with disabilities, people with limited English proficiency, people seeking mental health services);
- Understanding of OPA's role in educating and informing consumers about how to make best use of their HMOs; and
- Understanding of the relationship between public reporting at the state level and HMO and PPO licensing and regulation at the state level along with national health care quality accreditation and reporting standards;

In addition, proposers, in combination with any subcontractors, must provide documentation of the following specific expertise:

- Knowledge and experience with quality of care in the managed care market, including knowledge of HEDIS® and CAHPS databases; experience with quality of care report cards is a strong plus;
- Understanding of current status of California medical group reporting of quality data, including HEDIS® and PAS databases;
- Knowledge of health plan linguistic access services for limited English proficient members in a managed care environment;
- Prior history working with state government or other large governmental entities.

Finally, proposers must have been in business for a minimum of five (5) years. Proposals should provide a description of how the proposer and/or sub-proposer meet these qualification requirements.

2. Samples of Work

Proposers should submit examples of work completed by the person or persons who will service the OPA account. The examples should be of work produced within the past five (5) years.

3. Proposed Approach

The proposal should illustrate, based on present knowledge, the allocation of resources and identify the objectives, timetable, and milestones, and deliverables to be established in this request for proposal.

4. Availability

Proposers must certify in writing that an account supervisor will be available in person when given a minimum of a five-day notice by OPA, and that project staff will be available for face-to-face, telephonic, and web-based meetings throughout the project period (as frequently as weekly when needed).

C. PROPOSAL REQUIREMENTS AND INFORMATION

OPA is seeking a contractor that has the capacity to develop the ninth and tenth year versions of the Health Care Quality Report Card to promote quality and transparency, to help consumers factor quality into their health care decision making, and to allow enrollees to compare how the medical care and services offered by their HMOs, PPOs, and medical groups compare with others in California.

The Key Components of the Project are:

Task 1. Annual Updates and Analysis of HMO and Medical Group Quality Data

(A) Data Collection and Analysis

The contractor will be expected to analyze quality of care data for 2009 and 2010 using data comparable to those used in the existing 2008 Health Care Quality Report Card. Therefore, proposers should describe how they will work with the following types of data:

- HEDIS®, CAHPS, and PAS measures for commercial HMOs which are collected and voluntarily provided to OPA by the CCHRI;
- HEDIS® measures of quality for medical groups and independent practice associations voluntarily provided to OPA through the Integrated Healthcare Association;
- Descriptive data for individual HMOs and medical group information obtained through a annual survey conducted by the contractor;
- Linguistic services information, collected by OPA, related to how limited English proficient HMO enrollees can access services appropriately.

In conjunction with OPA, the contractor will maintain effective working relationship with key organizations and entities such as state agencies and private stakeholders who supply these quality data. Proposers should demonstrate how they will:

- Work with OPA to incorporate input about the scope and design of the Report Card from industry experts, colleagues in state government, as well as consumers advocates;
- Develop and implement a user-friendly look and feel for the health care quality data in the Report Card;
- Work with OPA and other government and private stakeholders to create standardized formatting and presentation of quality data across and between product lines to the extent agreed upon by the organizations responsible for generating quality data;
- Create as seamless as possible transition and integration between OPA's traditional Report Card content and the other sources of quality data (e.g., report cards for Medi-Cal, Healthy Families, Medicare, CalPERS, hospitals, and nursing homes);
- Support the development of a Research and Background Section consisting of health care information identified by OPA that provides a context for the quality data. The Research and Background Section will also highlight topical quality concerns including but not limited to disparities, chronic disease management, and cost effectiveness. Data sources for the research and background may include but are not limited to HEDIS®, CAHPS, PAS, CHIS, BRFSS, and OSPHD hospital discharge data;
- Work with OPA to present additional health care quality information in the Research and Background Section including data on each of the six Institutes of Medicine domains of quality: safety, timeliness, effectiveness, efficiency, equity, and patient centeredness.

(B) Quality Ratings for HMOs and Medical Groups

HMOs

Rating commercial HMOs is part of the core mission of OPA. Proposer s must describe how they will analyze the commercial quality data provided to OPA by CCHRI and used in the existing Health Care Quality Report Card. Individual measures and the rating methodology for 2009 and 2010, to the extent possible, will remain similar to the existing Report Card to allow for year-to-year comparison. However, some HEDIS® and CAHPS data that were available for 2008 may not be reported or available for 2009 and 2010. This and other changes may require some adjustments. The goal will be to provide 2009 and 2010 results that are as comparable as possible with the 2008 Health Care Quality Report Card.

The Report Card will also rate HMOs in summary health topics in a similar manner to the performance presentation found on the 2008 Health Care Quality Report Card. These ratings (Poor, Fair, Good, and Excellent) will be based on the aggregated scores received on the individual measures within each of the nine health topic categories. Health topic names and content may be subject to alteration and/or revision in the interest of making them more accessible to Report Card users. This analysis should incorporate findings from the evaluation of the previous Report Cards examining the usefulness for purchasers, providers, and consumers in addition to incorporating the existing scoring methodology.

Medical Groups

To provide enrollees, purchasers, regulators, consumer advocates and others with comparative information on the performance of California medical groups, proposers must demonstrate how they will collaborate with the OPA and IHA. IHA currently collects and provides OPA with HEDIS® quality data reported by medical groups as part of its Pay for Performance (P4P) program. OPA functions as the public reporting mechanism for the P4P program. As with HMO data, proposers will be expected describe how they will analyze and present HEDIS® data on the Report Card – both summary clinical ratings and individual HEDIS® scores. Proposers must also describe how they will use PAS data (provided to OPA by the CCHRI) to produce summary ratings and present individual category scores for patient satisfaction/experience measures. Proposers will need to assess any changes required in the rating methodology to account for changes in the data that IHA or CCHRI provides.

(C) Health Plan Language and Disability Access Services Data

Working closely with OPA staff, the contactor will be expected to provide staff support for the implementation of a survey of HMO health plans on the access services provided for either their members who are limited English proficient or a survey on the access services provided for their members who have disabilities. Each year only one of these surveys will be conducted with the other survey being conducted in the following year. There is currently a language access services survey instrument which has been developed and used for the last seven years. There is also a disability access survey instrument which was developed and pilot tested once in 2006. The survey instruments are form-based Word documents which is the default format used for data collection. These survey instruments will provide the starting point for the surveys that will be conducted in the Spring of 2009 and the Spring of 2010. The data from these surveys will be included in the report card website in the Fall of 2009 and Fall of 2010, respectively.

The purpose of these surveys is to provide an inventory of services on the report card website (see the Language Services section of the existing website). The services reported on the Languages Services section of the website will be a partial selection of the full survey. The surveys will be

designed and administered by OPA in consultation with public stakeholders, and the contractor will be expected to:

- Participate in stakeholder meetings;
- Assist in the design and/or revision of the survey layout and inventory of services;
- Create a new survey distribution/collecting system, in consultation with OPA/OTI, which is formatted to electronically populate the online database used for the report card website;
- Assist in the administration of the survey and collection of health plan responses;
- Design and/or update the format of the data displays on the website; and
- Perform accuracy verification and quality assurance for the survey responses and the data displays on the website.

Task 2. Addition of Preferred Provider Organization (PPO) Quality and Member Satisfaction Data and Ratings

2009 will be the first year the California Department of Insurance (CDI) will oversee quality measurements for California PPOs. Consequently, a major, new expansion of the Health Care Quality Report Card for 2009 and 2010 will be the addition of clinical quality data/ratings and member satisfaction data/ratings for the PPO product lines of six commercial health plans: Aetna, Anthem Blue Cross (Wellpoint), Blue Shield, CIGNA, HealthNet, and PacifiCare (United Health Care). These data, ratings, and displays will parallel the HMO section of the Report Card; however, appropriate distinctions may need to be drawn. The contractor will be expected to perform the same types of analyses and functions in the development of the PPO portion of the Report Card as those done for the HMO portion – see Tasks 1(first and second bullets), 3, 4, and 5.

In addition to being a part of the OPA Report Card and Quality Portal website, the PPO data and ratings will also be displayed separately on the website of the CDI. The contractor will be expected to perform whatever additional tasks necessary to ensure that the PPO data and ratings also work well on the CDI website.

Task 3. Further Development of the Health Care Quality Portal

Since 2007, OPA has been building on the foundation of its existing report card website to create a single website quality portal for commercial (HMO, CalPERS, PPO) and government (Medi-Cal, Healthy Families, and Medicare) product lines in managed care and for other types of quality data (hospitals, nursing homes). This portal page has been designed to provide users with easy access to a wide variety of resources on health care quality. The portal also links to additional data (tables and charts) on managed care quality and HMO data from the Department of Managed Health Care.

Proposers should describe how they will work with OPA, DMHC, the California Department of Insurance, the state Department of Health Care Services, the Managed Risk Medical Insurance Board, the state Department of Public Health, the Office of Statewide Health Planning and Development, and CalPERS to display health care quality data via the portal pages for 2009 and 2010. The contractor will also be expected to annually update and display the DMHC HMO Help Center Contact and Complaints, Independent Medical Reviews, and medical survey report data. Each year, the contractor is expected to improve the transition from the OPA portal page links to the various other websites that are featured on the portal page and to begin to further integrate the displays of quality data from the various external websites to make them more consistent, user-friendly, and easier to compare.

Proposers should describe their plans to analyze and display:

- Quality data on government-based health insurance product lines available from the Medi-Cal, Healthy Families, and Medicare programs;

- Quality data for hospitals and long term care facilities (nursing homes);
- Quality data from sources such as California Health Interview Survey, Behavioral Risk Factor Surveillance System, Agency for Healthcare Research and Quality, and/or the Office of Statewide Health Planning and Development;
- Data from the Department of Managed Health Care's HMO Help Center regarding inquiries and complaints, independent medical reviews, and medical surveys related to quality of care; and
- Descriptive and demographic data on health plans obtained through National Committee for Quality Assurance (NCQA) Quality Compass database.

Task 4. Translation and English Literacy Review

Consumer usability is a hallmark of all OPA materials. The proposer is expected to produce public reporting products that meet high standards of consumer literacy and access (in English, non-English languages, and alternative formats). Proposers should describe how they will:

- Conduct a literacy review of all materials that are intended for the public (prior to translation into other languages);
- Translate the entire content of the Report Card into Spanish and Chinese using reliable and accurate translation services that incorporate an understanding of contemporary health literacy concepts;
- Design and produce at least 1000 "stakeholder" report card booklets (approximately 45 pages) containing many of the significant charts, background information and data information found on the website.
The stakeholder booklet will be printed in English only and the proposer will coordinate the design concepts with OPA contractors who will design the website and design and print the consumer report card summary.
- Ensure that all website translations are completed in time for the annual launch of the Report Card;
- Ensure that materials are accessible in alternative formats for persons with disabilities and are, at a minimum, in compliance with Section 508 of the Rehabilitation Act; and
- Work with OPA to ensure the translations and terminology is consistent with OPA's other printed/translated materials.

Task 5. Launch of the Report Website

Each Fall, when the Report website is complete and ready for the public, the website is "launched" in an event that typically includes a press release and press conference. The contractor will be responsible for providing the staff support for the Fall 2010 launch including design and printing of collateral materials such as the user friendly Report Card Summary in 5 languages, including English, Spanish, Vietnamese, Korean and Chinese (100,000 copies total). All materials should meet a high standard of consumer literacy and access. In addition, 25 - 20"x30" posters, 1 - 44"x 60" poster and 1 retractable poster replacement will be designed and printed.

The launch also includes the development and implementation of a launch strategy and plan, preparation of the press release and press packet, pitching the story to the electronic (web, television, and radio) and hard copy (newspapers, newsletters, journals, etc.) media, and arranging for any site logistics needed for the press conference. The contractor will be expected to work with the OPA

team, OPA's contractors, as well as the other public information entities within the Executive Branch (Department of Managed Health Care; Business, Transportation and Housing Agency; and the Governor's Office). The contractor will NOT be expected to perform these tasks for the Fall 2009 launch.

Task 6. Enhancements

The proposer will work with OPA to develop and implement enhancements to the scope and content of the existing Report Card. These enhancements should improve the consumer usability, public accountability, and technical accuracy of the Report Card data. Within the resources available, proposers may propose enhancements that:

- Make the use of the quality data more engaging for consumers (e.g., video instructions, tutorials, etc.) and provide information or tools that will help consumers interpret and use the Report Card data
- Add new data sources or create new uses (methodology and display) of existing data to evaluate quality;
- Expand the use of data to incorporate more or all of the domains of quality identified by the Institute of Medicine: safety, timeliness, effectiveness, efficiency, equity, and patient-centeredness;
- Incorporate data from additional product lines or other report cards particularly via the Quality Portal;
- Provide linkages to the consumer education portion of the OPA website;
- Provide information or tools that will help consumers understand and interpret data on the medical costs; and/or
- Compare scores and ratings with national or any other appropriate benchmarks.

Task 7. Project Management

This project requires a broad range of skills and expertise. Proposers must describe and demonstrate their ability to manage all aspects of the scope of work in a timely manner. It is anticipated that the contractor may need to subcontract some aspects of the scope of work. Therefore, it is essential that proposers demonstrate superior capacity to select, coordinate, and oversee any subcontractors in a way that ensures seamless completion of the scope of work, optimizes access to subcontractors by OPA, and minimizes any inefficiency that could result from multiple levels of involvement when subcontractors are used. Proposers should describe:

- A realistic and achievable work plan and timetable to ensure all objectives are met in a timely fashion, including an on-time launch of the Report Card no later than October of each year;
- How progress on all deliverables will be tracked; what milestones and deliverables will be established; and how the project will be monitored; and the content, format, and frequency of progress reports;
- A schedule of meetings with OPA staff throughout the project period that can be adapted to account for unanticipated contingencies in the months leading up to the release of the Report Card.
- The systems that will be used for creating and storing all work products relevant to the project, and how they can be accessed.
- How the contractor will facilitate ongoing communication and problem-solving between OPA, the proposer, and any subcontractors.

- A schedule for submitting invoices in a timely manner and in a format compatible with OPA accounting practices.

The Report Card project will also need to be integrated into a number of other key components of OPA's programs, projects, and contracts. The Report Card website and displays are presented in the context of the overall OPA website. The Report Card contractor is expected to coordinate and consult with OPA, its other contractors, and CDI throughout the project to ensure that the contents of the Report Card are compatible with the both the OPA and CDI websites.

The Report Card is one of many OPA activities designed to help consumers make the best use of their health plans. The annual production and release of the Report Card website and printed summaries is a part of OPA's overall mission and plan to meet this objective. OPA contracts with a variety of other organizations that also support this mission. The Report Card contractor will be expected to work with these other contractors (for marketing and promotion, health literacy, quality performance measurement, and outreach and education) to ensure that the Report Card project is consistent with and meets the overall objectives of OPA programs.

1. Timeframe

The goal is to complete and launch each of the two Health Care Quality Report Cards no later than October 2009 and 2010 respectively. The contractor will be expected to confer with OPA and adopt a mutually acceptable timeframe for specific deliverables. This timeframe will be binding on the parties, unless they mutually agree to changes.

2. Final Report

The contractor will be required to provide OPA with a written report at the conclusion of the project.

At a minimum, the report will include:

- A list of major milestones, if they were achieved, descriptions of problems encountered, and recommendations for improvement.
- A description of any other findings or conclusions arising from the performance of the agreement.

1) Key Action Dates

To ensure timely completion of the request for proposal (RFP) process, and to allow all potential proposers to plan their efforts to meet all RFP deadlines, the following schedule of important dates will be adhered to.

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Advertisement	12/8/08	
Release RFP on OPA website	12/8/08	
Last day to submit questions	12/30/08	4:00 p.m.
Addendum/answers posted	1/7/09	
Deadline for submitting bids/cost proposals	2/5/09	3:00 p.m.
RFP Opening	2/5/09	4:00 p.m.
Proposal evaluations & oral presentations completed	2/19/09	
Post Notice of Intent to Award	2/19/09	
Final Award	2/27/09	

2) Submission of Questions

Questions regarding this RFP must be submitted in writing. Only those written questions received by 4:00 p.m. on December 30, 2008 will be answered.

Written questions must include the individual's name, the name and address of the firm and must reference RFP 08MC-SA007. Questions should be sent to the following address:

Mailed or E-mailed:

Department of Managed Health Care
Attention: Business Management Unit - Contracts
980 9th Street, Suite 500
Sacramento, CA 95814
srepace@dmhc.ca.gov

Answers to questions will be posted as an addendum on the California State Contracts Register (CSCR) website at <http://www.cscr.dgs.ca.gov/cscr/>

3) Work Plan and Work Schedule Requirements

Proposers are required to develop a work plan or schedule for task completion, and identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. The projected plan should begin no later than March 1, 2009 and end no later than February 28, 2011 and shall identify the following:

- Personnel who will be working on the project, their titles (include their resumes)
- Subcontractor names and what portion of the work they will perform
- Where the services will be provided and what type of equipment/supplies and facilities/resources will be needed to perform the services
- Projected launch of the Report Cards - No later than October 2009 and October 2010.

4) Cost Detail Format and Requirements

The proposed work should be broken down into the outline in the Work Plan and Work Schedule for the purpose of this proposal. The total costs of all tasks and milestones for the two-year period cannot exceed \$800,000. Use the Sample Cost Proposal Worksheet (Attachment 3) when preparing your cost proposal.

- a) ALL PAGES of the cost proposal shall have the following header and consecutive page numbering format in the upper right-hand corner:

RFP 08MC-SA007
Health Care Quality Report Cards
(Firm Name)

- b) OPA recommends the proposer set aside some measure of the budget (e.g., 10 %) for contingency purposes.

5) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) Due to limited storage space and copying purposes, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no elaborate bindings).
- c) All proposals must be submitted under **sealed** cover and sent to the DMHC contact listed by the dates and times shown in the Key Action Dates. Proposals received after this date and time will not be considered.
- d) A minimum of five (5) copies of the proposal in its entirety must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures, and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes/boxes must be plainly marked with the RFP number and title, your firm name and address, and must be marked "DO NOT OPEN", as shown in the following example:

RFP 08MC-SA007
Health Care Quality Report Cards
(Firm Name)
(Firm Address)

DO NOT OPEN

- g) If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.
- h) Proposals not submitted under sealed cover and marked as indicated may be rejected.
- i) All proposals shall include the documents identified in the Required Attachment Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

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

Department of Managed Health Care
Attention: Business Management Unit - Contracts
980 9th Street, Suite 500
Sacramento, CA 95814

- k) When hand-delivering proposal, be sure to ask receptionist to date/time stamp immediately upon delivery. Proposals date/time stamped after due date and time will not be accepted.
- l) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. OPA may reject any or all proposals and may waive any immaterial deviation in a proposal. OPA's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- m) Costs for developing proposals in anticipation of award of the agreement, is entirely the responsibility of the proposer and shall not be charged to OPA.
- n) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal shall be rejected.
- o) A proposer may modify or withdraw a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- p) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an agent authorized in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- q) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- r) The awarding agency reserves the right to reject all proposals for reasonable cause. If all proposals are unacceptable, the agency is not required to award an agreement.
- s) Proposers are cautioned to not rely on the State during the valuation to discover and report the proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- t) Where applicable, proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

6) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP to determine its responsiveness to OPA's needs.
- b) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of OPA, such information was intended to mislead OPA in its evaluation of the proposal, it will be the basis for rejection of the proposal.

- c) Proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A responsive proposal is one which meets or exceeds the requirements stated in this RFP.
- d) Proposers who wish to claim any of the bidding preferences shall indicate in their Cost Proposal that they are claiming a bidding preference. The proposer claiming Small Business Preference shall be granted a preference consisting of 5% of the highest scored Cost Proposal submitted by another bidder who is not certified as a Small Business. The same concept will be applied to the TACPA, EZA, and LAMBRA preferences. The maximum percent allowed if claiming all preferences is 15%.
- e) Proposers must receive a minimum of 65 points to pass.
- f) If no proposals are received containing bids offering a price which in the opinion of the awarding agency is a reasonable price, the awarding agency is not required to award an agreement (Public Contract Code 10344(d)).
- g) Award, if made, will be to the highest scored responsive proposal.

7) Oral Presentation-

Following the evaluation process, all proposers with passing scores will be required to participate in an oral presentation as a final step in the scoring process.

Presentations will be scheduled at 980 9th Street, Suite 534, Sacramento, CA 95814. The bidder and any significant subcontractors must participate. The entire oral presentation may not exceed 90 minutes. There will be up to 30 additional minutes for questions and answers.

Information will be provided on the format of the oral presentation at the time presentations are scheduled with bidders. Up to 5 additional points will be added to the final evaluation score based on the oral presentation.

The presentations shall specifically address:

- a) A summary of the key qualifications and experience of the bidding organization and staff (and major subcontractors) and how those qualifications relate to the each of the tasks identified in the proposal (2 points);
- b) The rationale for the enhancements being proposed in Task 6, above, and how they will improve the existing report content and make the report card more engaging to the consumer audience (2 points); and
- c) A description of the project management tools and techniques that will be used in the course of the report card contract (1 point).

The oral presentation will be required to address these and only these topics.

Evaluation Criteria	Maximum Possible Score
1. UNDERSTANDING OF THE PROGRAM AND OBJECTIVES Documentation supports proposer's understanding of: A. the role of public reporting of health care quality data (5 points) B. principles and objectives of consumer engagement (5 points) C. the role of stakeholders in quality reporting – industry, government, purchasers, consumers (5 points)	15
2. CLARITY AND ORGANIZATION OF PROPOSAL	5
3. PROPOSER'S QUALIFICATIONS AND EXPERIENCE (Includes proposed sub-contractors) A. Relevant references (2 points) B. Resumes of key staff (5 points) C. Direct experience in analyzing and reporting health care quality data (8 points) D. Direct experience in website development (5 points) E. Direct experience in language access data/issues (5 points) F. Direct experience in consumer usability, literacy, engagement (5 points)	30
4. PROPOSER'S PROPOSED PROGRAM APPROACH A. Work Plan (5 points) B. Deliverables (5 points) C. Budget and budget justification (5 points) D. Cost (30 points)	45
5. ORAL PRESENTATION	5
TOTAL SCORE	100

8) Award and Protest

- a) The Intent to Award notice shall be posted at www.cscr.dgs.ca.gov/cscr/, in the Office of the Patient Advocate at 980 9th Street, Room 534 in Sacramento and at <http://www.opa.ca.gov/> for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the awarding agency pursuant to the California Public Contract Code (PCC) 10345, and the Department of General Services, Office of Legal Services, on the grounds that the (protesting) proposer would have been awarded the agreement had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services and the awarding agency a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, West Sacramento, CA 95605. A copy of the written protest must be mailed to the Office of Patient Advocate, 980 9th Street, Suite 500, Sacramento, CA 95814. It is suggested that you submit any protest by certified or registered mail.

- d) Upon resolution of any protest, and award of the agreement, the contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204>. No payment shall be made unless a completed STD. 204 has been returned to the awarding agency.
- e) Upon award of the agreement, contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC) which can be found on the Internet at: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

9) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

10) Agreement Execution and Performance

- a) Service shall be available on the express date set by the awarding agency and the contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by the next highest scoring proposer or by another contractor.
- b) OPA reserves the right to terminate this agreement in the event the Contractor fails to perform satisfactorily during the planning, organization, and execution of the agreement.
- c) With thirty (30) days prior written notice and with no penalties or other obligations other than payment for work performed and deliverables accepted, OPA can cancel this agreement for cause. If the State so specifies, the contractor shall stop all work immediately upon receipt of this cancellation notice.
- d) The State does not accept alternate agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 307) are not negotiable. The GTC may be viewed at Internet site www.dgs.ca.gov/contracts.
- e) If changes are required by legislative mandates, court action, or other administrative action affecting OPA's budget, the agreement shall be amended or terminated accordingly to comply with these actions or directions.
- f) All performance under the agreement shall be completed on or before the termination date of the agreement.
- g) No oral understanding or agreement shall be binding on either party.

D. PREFERENCE PROGRAMS

The standard agreement language for the preference programs applied to this RFP can be found at the Internet web sites listed below:

- 1) Small Business Preference - www.pd.dgs.ca.gov/dvbe/aboutcerts.htm
- 2) Non-Small Business Subcontractor Preference - www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf
- 3) Target Area Contract Preference Act (TACPA) - www.pd.dgs.ca.gov/edip/tacpa.htm
- 4) Enterprise Zone Act (EZA) - www.pd.dgs.ca.gov/edip/eza.htm
- 5) Local Agency Military Base Recovery Area (LAMBRA) Act - www.pd.dgs.ca.gov/edip/lambra.htm

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

E. REQUIRED ATTACHMENTS

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

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

<u>Attachment</u>	<u># of Copies</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	5	Required Attachment Check List
_____ Attachment 2	5	Proposal/Proposer Certification Sheet
_____ Attachment 3	5	Sample Cost Proposal Worksheet
_____ Attachment 4	5	Proposer References
_____ Attachment 5	5	Payee Data Record (STD 204) * www.documents.dgs.ca.gov/osp/pdf/std204.pdf
_____ Attachment 6	5	Contractor Certification Clauses (CCC) * at www.dgs.ca.gov/contracts
_____ Attachment 7	5	Target Area Contract Preference Act (TACPA) *
_____ Attachment 8	5	Enterprise Zone Act (EZA) *
_____ Attachment 9	5	Local Agency Military Base Recovery Area Act (LAMBRA) *

* Form will be required at time of award, do not need to provide with proposal.

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Do not return Section C, Proposal Requirements and Information (pages 4 through 14) nor the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Certification (OSDC) as:		
a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDC, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	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.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSD.

ATTACHMENT 3

SAMPLE COST PROPOSAL WORKSHEET ¹

(Submit separate worksheets for each of the two project years)

DIRECT LABOR COST (List Each Person's Hourly Rate)	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TOTAL
Project Manager								
Technical Staff								
Support Staff								
Subtotal Direct Labor Cost								
Fringe Benefits (@ ____%)								
Total Direct Labor Cost								
DIRECT OPERATING COST								
Office Supplies								
Printing								
Communications & Meetings								
Postage								
Facilities (e.g., Rent, Utilities)								
Data Processing								
Equipment (Rental Only)								
Other (List Each)								
Travel ²								
Subcontractors - (List each by name & project)								
TOTAL DIRECT OPERATING COST								
TOTAL DIRECT COST								
CONTINGENCY (max 10% of Total Direct Cost)								
INDIRECT COST @ ____% ³								
TOTAL COST								

¹ Attach a Narrative describing and justifying each line item listed in the budget.

² Travel and per diem rates shall be set at the rates specified by the California Department of Personnel Administration.

³ Indirect / Overhead Costs can not include Travel Expenses.

Note: Movement of monies between line items is permissible providing it does not exceed the total dollar amount of the agreement.

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is part of the evaluation of the technical proposal. Failure to complete and return this attachment with your proposal will affect the score of your technical proposal.

1. On a separate sheet of paper briefly explain why you believe your firm is qualified to perform the work described in this RFP. Attach additional sheets if necessary.
2. List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

F. SAMPLE AGREEMENTSTATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

07MC-SAXXX

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Managed Health Care

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following Exhibits, which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work

pages

Exhibit B - Budget Detail and Payment Provisions

pages

Exhibit C* - General Terms and Conditions

GTC 307

Exhibit D - Special Terms and Conditions

pages

Exhibit E - Resumés

pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Managed Health Care

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Debbie McKinney, Assistant Deputy Directory, Administrative Services

ADDRESS

980 – 9th Street, Suite 500, Sacramento, CA 95814**California Department of General
Services Use Only**☐ Exempt per:

EXHIBIT A

(UPON AWARD, COMPLETE DETAILS OF WORK WILL BE ADDED.)

A. SCOPE OF WORK

1. Contractor agrees to provide (type of service) to the Department of Managed Health Care (DMHC) as described herein:

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

Office of the Patient Advocate	Contractor:
Name:	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Department of Managed Health Care
Accounting Office
980 – 9th Street, Suite 500
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Budget (To be detailed once award is made)

- A. Contract Amount

The Agreement amount shall not exceed \$_____.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. RESOLUTION OF DISPUTES:

Notwithstanding the General Terms and Conditions (Exhibit C), and in compliance with Public Contract Code 10381, DMHC adds:

Contractor should first discuss the problem informally with the Department of Managed Health Care (DMHC) Contract Manager. If the problem cannot be resolved at this stage, Contractor must direct the grievance together with any evidence, in writing, to the DMHC program Section Chief. The grievance must state the issues in dispute, the legal authority or other basis for Contractor's position and the remedy sought. The program Section Chief must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The program Section Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the program Section Chief's decision, Contractor may appeal to the next level.

Contractor must prepare a letter indicating why the program Section Chief's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents along with a copy of the program Section Chief's response. This letter shall be sent to the DMHC Assistant Deputy Director or designee in which the Section is organized within ten (10) working days from receipt of the program Section Chief's decision. The Assistant Deputy Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Assistant Deputy Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement that should be paid to the Contractor shall be subject to the disputes process under this section. (Public Contract Code (PCC) Sections 10240.5, 10381, 22200, et seq.)

2. RIGHTS IN DATA:

The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, including draft documents, are subject to the rights of the State as set forth in this section. All materials developed under the terms of this Agreement shall be considered a work made for hire. The State, therefore reserves the right to reproduce, publish, use, create derivative works of, or distribute such work resulting from or in performance of this Agreement. Contractor transfers all title to, interest in, and ownership of the work (including draft documents), including copyright ownership, to the State and the State may, as an illustration but not a limitation reproduce, publish, use, create derivative works of, or distribute such work resulting from or in performance of this Agreement, and authorize others to do so.

Any material that is not acceptable to the State may be rejected by the State at its discretion. Notice of such a rejection shall be given to the Contractor by the State within ten (10) days of receipt of the materials, and final payment shall not be made for such material until substantial compliance has been obtained within the time and manner determined by the State.

3. CONTRACTOR'S RIGHTS AND OBLIGATIONS:

Public Contract Code Sections 10335-10381 contain language describing the Contractor's duties, obligations, and rights under this Agreement. By signing this Agreement, the Contractor certifies that

he or she has been fully informed regarding these provisions of the Public Contract Code.

As required by Public Contract Code Section 10371(e)(2), résumés attached hereto and by this reference are incorporated herein.

4. CONTRACTOR EVALUATION:

The Contractor's performance under this Agreement shall be evaluated within sixty (60) days after completion. For this purpose a form designated by the Department of General Services (the "Contract/Contractor Evaluation," Form STD. 4) shall be used. Post-evaluations shall remain on file for a period of thirty-six (36) months. If the Contractor did not satisfactorily perform the work or service specified in the Agreement, Contract Manager shall place one copy of the evaluation form in the Agreement file and send one copy of the form to the Department of General Services within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, the Contract Manager shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send statement to the Contract Manager and the Department of General Services defending his or her performance under the Agreement. The Contractor's statement shall be filed with the evaluation in the Contract Manager's file and at the Department of General Services. (PCC 10369)

5. DISCLOSURE REQUIREMENTS:

The Contractor shall acknowledge the support of DMHC when publicizing the work performed under this Agreement. Materials developed with contract funds shall contain an acknowledgement of the use of State funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of DMHC.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.

The Contractor shall include in each of its subcontracts for work under this Agreement a provision which incorporates the requirements stated within this Section.

6. PERMITS:

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license expires at any time during the term of this Agreement, Contractor agrees to provide the State with a copy of the renewed license within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

7. TRAVEL AND PER DIEM:

Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's non-represented employees under current State Department of Personnel Administration rules and shall be supported with receipts.

All out-of-state travel by the Contractor for purposes of this Agreement is subject to prior written approval by the DMHC Contract Manager specified in this Agreement.

8. INSURANCE:

Insurance Requirements

When Contractor submits a signed agreement to the State, Contractor shall furnish a certificate of insurance, stating that there is liability insurance presently in effect of not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined.

The Certificate of Insurance will include provisions a, b, and c in their entirety:

- a. The insurer will not cancel insured's coverage without 30 days prior written notice to the state.
- b. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as operations under this Agreement are concerned.
- c. The State will not be responsible for any premiums or assessments on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provide for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates or insurance are subject to the approval of the Department of General Services and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

The State will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance.

Automobile Liability

Contractor shall maintain commercial auto liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, an MCS-90 endorsement is required.

Commercial General Liability

Contractor, along with any of its subcontractors engaged to perform work pursuant to this Agreement, shall maintain Commercial Liability insurance with limits of at least \$2,000,000 covering any damages caused by an error, omission, or negligent act of the Contractor in connection with the work provided such claims arise during the period commencing upon the preparation of the project work documents and ending 5 years following substantial completion.

Workers' Compensation

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and Contractor agrees to comply with such provisions before commencing performance of the work of this Agreement.

By signing this Agreement, Contractor hereby warrants that it carries Workers' Compensation insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor are defined as independent contractors, this clause does not apply.

9. TERMINATION WITHOUT CAUSE:

Notwithstanding GTC termination clause, DMHC adds the following:

The DMHC may terminate this Agreement for any or no reason whatsoever, upon giving the Contractor thirty (30) calendar days prior written notice.

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

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

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

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

10. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

11. CONFIDENTIALITY OF DATA:

The Contractor agrees that all financial, statistical, personal, technical, and other data and information relating to the DMHC's operations are designated confidential and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. No reports, information, discoveries, or data obtained, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any individual/entity without prior written approval from DMHC. The Contractor shall retain as confidential all work performed under this Agreement, recommendations and/or reports made to the DMHC, all discussions between DMHC staff and the Contractor, including all communications, written, oral or electronic. The Contractor shall protect the confidentiality of such information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event shall it exercise less than reasonable care in protecting such confidential information. The DMHC has the discretion to deem non-confidential, part or all of the work and other information referenced in this paragraph, without the prior permission of Contractor.

12. CONFLICT OF INTEREST:

No Contractor shall participate in the making of, or in any way attempt to influence, a decision in which the Contractor knows, or has reason to know, that it has a financial interest. The Contractor shall notify the DMHC Contract Manager immediately in writing if the Contractor has a potential, or actual, conflict of interest relating to this Agreement.

(Additional language required if OLS determines Contractor is required to file a Form 700) The Contractor shall abide by the provisions of Government Code Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations, Title 2, Section 18700 et seq., and the DMHC Incompatible Activities Policy.

Each of the Contractor's employees assigned to the DMHC project shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement.

The Contractor shall have a continuing duty to disclose to the DMHC, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the DMHC timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

13. POTENTIAL SUBCONTRACTORS:

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. Although the State shall have no obligation to pay any moneys directly to any subcontractor, the Contractor is encouraged to make timely payment to its subcontractors under all applicable State laws, rules and regulations.

14. APPROVAL OF SUBCONTRACTS:

The Contractor shall adhere to the rules governing subcontracting as set forth in the subcontracting Fair Practices Act, commencing with Public Contract Code Section (PCC) 4100. Subcontractor substitutions also shall be in accordance with the above and shall require the approval of the Contract Manager. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action.

15. SUBSTITUTION OF SUBCONTRACTORS/STAFFING:

Upon Agreement award, Contractor must use the subcontractors and/or suppliers which they proposed in their bid submittal to the State unless a substitution is requested in writing for approval by the State's Contract Manager. The request for substitution may not be used as an excuse for non-compliance with any other provision of State or federal law including, but not limited to subletting and subcontracting.

16. AUDIT:

Notwithstanding the Audit clause in Exhibit C, the Contractor is required under this Agreement to keep records for five years after final payment unless a longer period of records retention is stipulated in writing by the State.

17. FORCE MAJEURE:

Except for defaults of subcontractors any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- Acts of God or of the public enemy, and
- Acts of the federal or State government in either its sovereign or contractual capacity

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.