

Solicitation 09-49050

Medical Digital Dictation Services

State of California

Bid 09-49050

Medical Digital Dictation Services

Bid Number 09-49050
Bid Title Medical Digital Dictation Services

Bid Start Date Apr 16, 2010 10:35:49 AM PDT
Bid End Date May 3, 2010 2:00:00 PM PDT
Question & Answer End Date Apr 28, 2010 6:00:00 PM PDT

Bid Contact Kristin Brown
707-253-5157
Kbrown@dmhnsh.state.ca.us

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

The Department of Mental Health, is requesting medical dictation software on an ASP (application service provider) for Napa State Hospital (NSH), 2100 Napa-Vallejo Hwy., Napa, CA, 94558. Contractor shall provide all labor, tools, supplies, materials, equipment, licenses, permits, certificates, insurance, and every other item of expense to perform medical dictation services. Onshore contractor shall provide access to the Winscribe digital dictation system. NSH Health Information Management Department (HIMD) currently uses the following systems: Winscribe Voice, and Winscribe Net. NSH's transcription services use Microsoft Word 2003 for Windows: upgrades or changes in software may occur.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 1 of 49

**INVITATION FOR BID**

Notice to Prospective Bidders

April 15, 2009

You are invited to review and respond to this Invitation for Bid (IFB), entitled:

Medical Digital Dictation Services

09-49050

In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet Site:

<http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Mental Health – Napa State Hospital, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Kristen Brown, Contracts Analyst
Napa State Hospital
Public Phone Number: (707) 253-5157
Fax Number: (707) 253-5511
E-mail Address: KBrown@dmhns.state.ca.us

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

The State reserves the right to award an Agreement to one (1) or multiple Contractors.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 2 of 49

TABLE OF CONTENTS

I.	Purpose and Description of Services	
A.	Purpose	3
B.	Scope of Work	3
C.	Contract Term	4
II.	Bidder Minimum Qualifications	5
III.	Bid Requirements and Information	
A.	Key Action Dates	5
B.	Bidders Questions	5
C.	Submission of Bids	5
D.	Evaluation and Selection	7
E.	Award and Protest	7
F.	Disposition of Bids	8
G.	Agreement Execution and Performance	8
IV.	Preference Programs	
A.	Small Business Preference	8
B.	DVBE Incentive Program	8
V.	Required Attachments	
	Attachment 1 – Required Attachment Checklist	10
	Attachment 2 – Bid/Bidder Certification Sheet	12
	Attachment 3 – Cost Sheet	15
	Attachment 4 – Business Ownership Questionnaire	17
	Attachment 5 – Darfur Contracting Act Certification	19
	Attachment 6 – Disabled Veteran Business Enterprise Participation Program Requirements*	21
	Attachment 7 – Contractor Certification Clauses (CCC 307)	23
	Attachment 8 – Payee Data Record (STD 204)	23
VI.	Sample Contract	
	Sample Standard Agreement (STD 213)	27
	Exhibit A – Scope of Work	29
	Exhibit B – Budget Detail and Payment Provisions	32
	Exhibit D – Special Terms and Conditions	35
	Exhibit E – Confidentiality and Information Security Provisions	42
	Exhibit F – Insurance Requirements	48

* Documents not required with the bid package.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 3 of 49

I. Purpose and Description of Services**A. Purpose:**

The Department of Mental Health, is requesting medical dictation software on an ASP (application service provider) for Napa State Hospital (NSH), 2100 Napa-Vallejo Hwy., Napa, CA, 94558.

B. Scope of Work:

1. Contractor shall provide all labor, tools, supplies, materials, equipment, licenses, permits, certificates, insurance, and every other item of expense to perform medical dictation services.
2. Onshore contractor shall provide access to the Winscribe digital dictation system. NSH Health Information Management Department (HIMD) currently uses the following systems: Winscribe Voice, and Winscribe Net. NSH's transcription services use Microsoft Word 2003 for Windows: upgrades or changes in software may occur.
3. Contractor shall provide transcription user ID and software.
4. Contractor shall provide unlimited dictation user ID.
5. Contractor shall supply docking software.
6. Contractor shall supply software for dictation using a desktop or laptop PC with headsets or microphones.
7. Dictation will be transmitted on a toll free number via Internet access to the server. The monthly service fee shall include between 1,000 and 10,000 (or more) minutes of dictation per month. Unused minutes shall be banked for later use as credit against excess usage.
8. Contractor shall provide management console access.
9. Voice files shall be saved nightly to a SAN (storage area network) and will be redundantly backed-up onto an additional computer system, which shall be provided by the contractors.
10. The contractor shall provide unlimited capacity for non-transcribed voice files.
11. The contractor shall provide an open-ended architecture for future interface with MPI/ADT/ODS.
12. The contractor shall provide ten (10) licenses and two (2) supervisor licenses and unlimited dictation users.
13. Contractor shall provide training, upgrades, maintenance and service at no cost.
14. Contractor shall provide a system which can provide production, administrative and management reports. The system shall be able to back up on another computer system. System up time shall be 99.9%. Contractor shall provide a back up if system is down for more than four (4) hours.
15. Access to the voice files shall be by remote dial-in access via compatible telephonic equipment for the Winscribe system. Winscribe Voice files are accessed through secure logins at WinScribe, via HTTPS 128-bit SSL. The system shall accommodate digital voice files from telephones and handheld devices. Contractor shall provide voice file archives.
16. Winscribe program licenses are the responsibility of the Contractor.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 4 of 49

Purpose and Description of Services (Continued)

17. All voice files used shall be encrypted both ways. Contractor shall assure that handling of NSH material meets all requirements of confidentiality by the Department of Health Services licensure (Title 22) the Joint Commission on Accreditation of Hospital Regulation, the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rule, and Standards set forth by the HIMD at NSH.
18. Contractor shall be required to immediately report, in writing, to the Director of HIMD if any employee assigned to the NSH account has or has had any type of personal association with a currently hospitalized NSH Patient/Individual.
19. Contractor shall understand that any duplication, reproduction, or release by the Contractor of any NSH Patient/Individual medical record documents, in any form, is strictly prohibited.
20. Contractor shall assure that 100% of services provided are performed by U.S. based staff. Off-shore services are strictly prohibited.
21. All work shall be coordinated and approved by the Project Coordinator. In the event additional work is required, Contractor shall provide the Project Coordinator with a written estimate for review and approval prior to commencing the work.
22. Contractor shall maintain in effect at all times, during the term of the Agreement, a valid Certificate of Insurance in accordance with State of California requirements as referenced in Exhibit F.
23. Contractor shall maintain in effect at all times, during the term of the Agreement, current licenses, certifications, and permits in accordance with Federal, State, and local government requirements.
24. Contractor shall cooperate with NSH security procedures.

C. Contract Term:

The term of the contract resulting from this IFB will be from June 1, 2010, or upon DGS approval, whichever is later through November 30, 2011. NSH may modify the contract term and/or contract dollar amount during the term of the contract via a written amendment to the contract. The contract resulting from this IFB shall be of no force or effect until it is signed by both parties and approved by the California Department of General Services (DGS). The Bidder awarded a contract is advised not to commence performance until a contract award has been made, all approvals have been obtained, and the awarded contract has been fully executed. Should performance commence before all approvals are obtained, services will be considered to have been volunteered.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 5 of 49

II. Bidder Minimum Qualifications

Each bidder and/or their subcontractor shall meet the following minimum qualifications. If the bidder and/or subcontractor do not meet the minimum qualifications, the bid may be deemed non-responsive and rejected without further review.

- A. All bidders are required to submit evidence of their appropriate current licenses, permits, and certification:
1. Current city business license
 2. Small Business certification (if applicable)

III. Bid Requirements and Information

- A. Key Action Dates:

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB available to prospective bidders	4/15/10	10:00 AM
Pre-Bid Conference and/or Walkthrough	N/A	
Final Date for Bid Submission	5/3/10	2:00 PM
Public Bid Opening	5/3/10	2:00 PM
Notice of Intent to Award	5/10/10	10:00 AM
Proposed Start Date of Agreement	6/1/10	

- B. Bidder Questions:

1. Bidders should notify the NSH Contact Person immediately through BidSync (www.bidsync.com) if they need clarification about the services being sought or have questions about the IFB instructions or requirements. The level of detail that shall be provided, in response, is subject to the availability of NSH resources. ***Note: it is the responsibility of the bidder to check BidSync for questions and/or changes within the IFB as all questions, answers, amendments, etc. will be posted. NSH will not be held responsible for inaccurate bids due to vendor's oversight in reviewing any and all information via BidSync.***
2. Please note that spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on NSH unless later confirmed in writing as an official addendum.
3. Bidders that fail to report a known or suspected problem with the IFB or fail to seek clarification and/or correction of the IFB, submit a bid at their own risk.

Bid Requirements and Information (Continued)

- C. Submission of Bids:

1. All bids must be submitted under a **sealed** cover and received by NSH by the dates and times shown in Section C, Bid Requirements and Information, Item A – Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked **“DO NOT OPEN”**, as shown in the following example:

09-49050
 Medical Dictation Services
 Napa State Hospital
 ATTN: Kristen Brown /Contracts Office
 2100 Napa-Vallejo Highway
 Napa, CA 94558-6293

DO NOT OPEN

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 6 of 49

2. Bids not submitted under a sealed cover shall be rejected. A minimum of one (1) original and one (1) copy of the bid must be submitted.
3. All bids shall include the documents identified in Section V, Attachment 1, Required Attachment Checklist. Bids not including the proper required attachments shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
4. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
5. Mail Delivery, Hand Delivery, or Overnight Delivery of bids should be addressed to the following:

09-49050
Medical Dictation Services
Napa State Hospital
ATTN: Kristen Brown/Contracts Office
2100 Napa-Vallejo Highway
Napa, CA 94558-6293

DO NOT OPEN

6. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and shall cause a bid to be rejected.
7. A bid shall be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
8. Costs for developing bids and anticipation of award of the agreement are entirely the responsibilities of the bidder and shall not be charged to the State of California.
9. An individual, who is authorized to bind the bidder contractually, shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
10. A bidder may modify a bid, after its submission, by withdrawing their original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
11. A bidder may withdraw their bid proposal by submitting a written withdrawal request to NSH – Contract Office, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause, subsequent to bid submission deadline.
12. The awarding agency may modify the IFB, prior to the date fixed for submission of bids, by the issuance of an addendum to all parties who received a bid package.
13. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
14. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 7 of 49

15. Where applicable, bidder must carefully examine work sites and specifications. Bidder 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.
16. The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
17. No oral understanding or agreement shall be binding on either party

D. Evaluation and Selection:

1. At the time of the bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
2. The State will evaluate each bid to determine its responsiveness to the published requirements.
3. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
4. Award if made, will be to the lowest responsive and responsible bidder.

E. Award and Protest:

1. Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
2. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
3. If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and Napa State Hospital, Contracts Unit, 2100 Napa-Vallejo Highway, Napa, CA 94558 on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
4. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed 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, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that any protest be submitted by certified or registered mail.
5. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Bidder 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 www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 8 of 49

6. Upon resolution of the protest and award of the agreement, Bidder 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.documents.dgs.ca.gov/ols/CCC-307.doc>. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

F. Disposition of Bids:

1. Upon bid opening, all documents submitted in response to this IFB 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.
2. Bid packages shall be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

G. Agreement Execution and Performance:

Performance shall start no later than on the expressed 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

1. All performance, under the agreement, shall be completed on or before the termination date of the agreement.

IV. Preference Programs**A. Small or Micro Business Preference – www.pd.dgs.ca.gov**

1. Bidders that are certified as a small business in California are encouraged to apply. As an incentive, state law allows certified small business (SB) and microbusiness (MB) firms as well as non-small businesses, who subcontract with a certified SB/MB firm, to receive a 5% bidding preference in applicable state solicitations. The effect of the preference is to help SBs/MBs be more competitive in the bid process, thereby enhancing state contract awards directly and indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. An explanation of online small business certification, information on how to become certified as a small business, and other related information can be found on the internet.
2. Under the California's Prompt Payment Act and in relation to business conducted with the state, California-certified small businesses and recognized nonprofit organizations are entitled to have their properly executed and undisputed invoice handled promptly for payment. When such invoice is not paid within 45 days, these firms are also entitled to receive greater interest penalty payments.

B. Disabled Veteran Business Enterprise (DVBE) Incentive

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on low price.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 9 of 49

Preference Programs (Continued):

Confirmed DVBE Participation of: DVBE Incentive

5% or Over 5%

4% to 4.99% Inclusive 4%

3% to 3.99% Inclusive 3%

2% to 2.99% Inclusive 2%

1% to 1.99% Inclusive 1%

The net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

V. Required Attachments

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

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 10 of 49

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

Bidder Name: _____

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

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

(X)	Attachment No.	<u>Attachment Name/Description</u>
☐	Attachment 1	Required Attachment Checklist
☐	Attachment 2	Bid/Bidder Certification Sheet
☐	Attachment 3	Cost Sheet
☐	Attachment 4	Business Ownership Questionnaire
☐	Attachment 5	Darfur Contracting Act Certification
☐	Attachment 6	Disabled Veteran Business Enterprise Participation Program Requirements*
☐	Attachment 7	Contractor Certification Clauses (CCC 307)
☐	Attachment 8	Payee Data Record (STD 204)
☐	Other Attachments	License(s), Certificate(s), etc. required by Bidder Minimum Qualifications

* Documents not required with the bid package.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 11 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Page 12 of 49

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 13 of 49

COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET

Complete the items on the Official State Bid Form/Bidder Certification Sheet
by following the instructions below.

<u>Item No.</u>	<u>Instructions</u>
1, 2, 2a, 3	Must be completed. Item is 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 or 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 of 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 the 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 or Social Security Number if your firm is a sole proprietorship.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking of a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. Item is self-explanatory.
14	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(es). If your certification is pending, enter the date your application was submitted to OSBCR.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 14 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 15 of 49

ATTACHMENT 3

COST SHEET**A. Contractor's one time set-up fee: \$ _____****B.**

Monthly Rate (Includes 10,000 minutes per month w/ no additional overage charges)		*Estimated Number of Months		Total Dollar Amount Fiscal Year 2009/2010
	X	1	=	

C.

Monthly Rate (Includes 10,000 minutes per month w/ no additional overage charges)		*Estimated Number of Months		Total Dollar Amount Fiscal Year 2010/2011
	X	12	=	

D.

Monthly Rate (Includes 10,000 minutes per month w/ no additional overage charges)		*Estimated Number of Months		Total Dollar Amount Fiscal Year 2011/2012
	X	5	=	

Grand Total Dollar Amount (add together A, B, C & D): _____

* Services shall be on an as-needed basis only as determined by NSH. The Cost Sheet is based on an estimated volume of services, to be provided by Contractor on a monthly basis, and is not binding on the contracting agency. The estimated volume of services in the Cost Sheet is not a guarantee, neither expressed nor implied, on the actual volume of monthly services that shall be required for this as-needed basis contract.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 16 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 17 of 49

ATTACHMENT 4

BUSINESS OWNERSHIP QUESTIONNAIRE

INSTRUCTIONS: Please complete the following information and return the completed questionnaire to the requesting office. If you are bidding on State business, submit the completed questionnaire with your bid package.

PART A (required information)

NAME OF BUSINESS

ADDRESS (Street, City, State, Zip)

TYPE OF BUSINESS

- | | | |
|--|--|--|
| ☐ Association | ☐ Corporation | ☐ Non-Profit Entity |
| ☐ Partnership | ☐ Public Entity | ☐ Sole Proprietorship |
| ☐ Business is a Non-Profit or Public Entity (do not complete remainder of form) | | |

SIZE OF BUSINESS

☐ My business is a certified small business with the OSDC¹
☐ My business is a small business by not registered with the OSDC

☐ My business is not considered a small business

☐ My business is a certified disabled veteran business

Small Business Certification Number

Certification Expiration Date

Disabled Veteran Business Enterprise Number

Certification Expiration Date

PART B (optional information)

(Information below is used for statistical purposes and is considered confidential)

RACE/ETHNICITY/GENDER OF BUSINESS OWNERSHIP²**RACE CLASSIFICATIONS**

- ☐ AMERICAN INDIAN OR ALASKA NATIVE
☐ ASIAN
☐ BLACK OR AFRICAN AMERICAN
☐ NATIVE HAWAIIAN OR OTHER (PACIFIC ISLANDER)
☐ WHITE
☐ OTHER

ETHNICITY CLASSIFICATIONS

- ☐ ASIAN-INDIAN
☐ BLACK
☐ HISPANIC
☐ NATIVE AMERICAN
☐ PACIFIC-ASIAN
☐ OTHER

GENDER CLASSIFICATIONS

- ☐ Female
☐ Male

¹ This box should be checked only if your business has been prequalified for the small business preference by the Office of Small Business and DVBE Certification (OSDC).

² The boxes checked should reflect the race and/or ethnic origin of the person who owns at least 51 percent of the business, or in the case of a publicly owned business, at least 51 percent of the stock. In the case of an equal partnership between a Caucasian and minority group member, the code of the minority group member will be marked. The Female block should be checked if a business is at least 50 percent woman-owned or, in the case of publicly owned businesses, at least 51 percent of the stock is woman-owned. In all other instances, the Male block will be checked.

PRINT NAME AND TITLE OF PERSON COMPLETING THIS FORM

TELEPHONE NUMBER

SIGNATURE

DATE

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 18 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 19 of 49

ATTACHMENT 5

DARFUR CONTRACTING ACT CERTIFICATION

The Darfur Contracting Act (Public Contract Code sections 10475 through 10481) is intended to preclude State agencies generally from contracting with *SCRUTINIZED* companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

SCRUTINIZED companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services; however, a company may still submit a bid or proposal if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b).

Pursuant to Public Contract Code section 10478, if a bidder or proposer, currently or within the previous three years, has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number below and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing</i>	

1. _____ We do not currently have, or we have not had within the previous three years, business
Initials activities or other operations outside of the United States

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we
Initials have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business activities or
Initials other operations outside of the United States, but we certify below that we are not a
+ certification scrutinized company as defined in Public Contract Code section 10476.
below

Certification for #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 20 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

ATTACHMENT 6

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM FORMSDISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM FORMS**DVBE FORMS:**

1. Bidder Declaration GSPD-05-105 (REV 08/09) 2 Pages

The Bidder Declaration GSPD-05-105 (REV 08/09) is available at the following website:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

2. California Disabled Veteran Enterprise (DVBE) Bid Incentive Instructions (09/03/09) 3 Pages

The Bid Incentive Instructions are available at the following website:

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-DVBEIncentivePkg.pdf>

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 22 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

ATTACHMENT 7

CONTRACTOR CERTIFICATION CLAUSES (CCC - 307)

The Contractor Certification Clauses Form (CCC - 307) is available at the following website:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

THE REST OF THIS PAGE IS BLANK

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 24 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

ATTACHMENT 8

PAYEE DATA RECORD (STD 204)

The Payee Data Record (STD 204) is available at the following website:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

THE REST OF THIS PAGE IS BLANK

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 26 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Department of Mental Health, Napa State Hospital
 IFB Number: 09-49050
 Page 27 of 49

VI. Sample Contract

STATE OF CALIFORNIA STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Mental Health – Napa State Hospital

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 2 pages

Exhibit B – Budget Detail and Payment Provisions 1 page

Exhibit C* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 6 pages

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Confidentiality and Information Security Provisions 4 pages

Exhibit F – Insurance Requirements 2 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 www.ols.dgs.ca.gov/Standard+Language

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

BY (Authorized Signature)

?

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of
 General Services Use Only

☐ Exempt per:

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 28 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

EXHIBIT A

SCOPE OF WORK

Important Disclaimer: Where approval from the California Department of General Services (DGS) applies, this contract shall be of no force or effect until it is signed by both parties (DMH and Contractor) and approved by the DGS. The Contractor is not to begin work until a contract has been made, all approvals have been obtained, and the contract has been fully executed. Should work begin before all approvals are obtained, services will be considered voluntary.

- I. Contractor agrees to provide medical dictation services as described herein:
- II. The services shall be performed for Napa State Hospital, Medical Services Department, 2100 Napa-Vallejo Highway, Napa, CA 94558-6293.
- III. The services shall be provided continuously for term of contract.
- IV. The project representatives during the term of this agreement will be:

State Agency:	<u>Napa State Hospital</u>	Contractor:	_____
Name:	_____	Name:	_____
Phone:	_____	Phone:	_____
Fax:	_____	Fax:	_____

Direct All Inquiries To:

State Agency:	<u>Napa State Hospital</u>	Contractor:	_____
Section/Unit:	<u>Contracts Office</u>	Section/Unit:	_____
Attention:	_____	Attention:	_____
Address:	_____	Address:	_____
Phone:	_____	Phone:	_____
Fax:	_____	Fax:	_____

- V. Contractor shall provide all labor, tools, supplies, materials, equipment, licenses, permits, and insurance, to perform medical dictation services.
1. Contractor shall provide all labor, tools, supplies, materials, equipment, licenses, permits, certificates, insurance, and every other item of expense to perform medical dictation services.
 2. Onshore contractor shall provide access to the Winscribe digital dictation system. NSH Health Information Management Department (HIMD) currently uses the following systems: Winscribe Voice, and Winscribe Net. NSH's transcription services use Microsoft Word 2003 for Windows: upgrades or changes in software may occur.
 3. Contractor shall provide transcription user ID and software.
 4. Contractor shall provide unlimited dictation user ID.
 5. Contractor shall supply docking software.
 6. Contractor shall supply software for dictation using a desktop or laptop PC with headsets or microphones.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 30 of 49

Purpose and Description of Services (Continued)

7. Dictation will be transmitted on a toll free number via Internet access to the server. The monthly service fee shall include between 1,000 and 10,000 (or more) minutes of dictation per month. Unused minutes shall be banked for later use as credit against excess usage.
8. Contractor shall provide management console access.
9. Voice files shall be saved nightly to a SAN (storage area network) and will be redundantly backed-up onto an additional computer system, which shall be provided by the contractors.
10. The contractor shall provided unlimited capacity for non-transcribed voice files.
11. The contractor shall provide an open-ended architecture for future interface with MPI/ADT/ODS.
12. The contractor shall provide ten (10) licenses and two (2) supervisor licenses and unlimited dictation users.
13. Contractor shall provide training, upgrades, maintenance and service at no cost.
14. Contractor shall provide a system which can provide production, administrative and management reports. The system shall be able to back up on another computer system. System up time shall be 99.9%. Contractor shall provide a back up if system is down for more than four (4) hours.
15. Access to the voice files shall be by remote dial-in access via compatible telephonic equipment for the Winscribe system. Winscribe Voice files are accessed through secure logins at WinScribe, via HTTPS 128-bit SSL. The system shall accommodate digital voice files from telephones and handheld devices. Contractor shall provide voice file archives.
16. Winscribe program licenses are the responsibility of the Contractor.
17. All voice files used shall be encrypted both ways. Contractor shall assure that handling of NSH material meets all requirements of confidentiality by the Department of Health Services licensure (Title 22) the Joint Commission on Accreditation of Hospital Regulation, the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rule, and Standards set forth by the HIMD at NSH.
18. Contractor shall be required to immediately report, in writing, to the Director of HIMD if any employee assigned to the NSH account has or has had any type of personal association with a currently hospitalized NSH Patient/Individual.
19. Contractor shall understand that any duplication, reproduction, or release by the Contractor of any NSH Patient/Individual medical record documents, in any form, is strictly prohibited.
20. Contractor shall assure that 100% of services provided are performed by U.S. based staff. Off-shore services are strictly prohibited.
21. All work shall be coordinated and approved by the Project Coordinator. In the event additional work is required, Contractor shall provide the Project Coordinator with a written estimate for review and approval prior to commencing the work.
22. Contractor shall maintain in effect at all times, during the term of the Agreement, a valid Certificate of Insurance in accordance with State of California requirements as referenced in Attachment 9.
23. Contractor shall maintain in effect at all times, during the term of the Agreement, current licenses, certifications, and permits in accordance with Federal, State, and local government requirements.
24. Contractor shall cooperate with NSH security procedures.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 31 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 32 of 49

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS1. Invoicing and Payment

- A. This Agreement must be fully executed and approved by the State before any payments for services can be made.
- B. For services satisfactorily rendered as specified in EXHIBIT "A", Scope of Work, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto (labeled in Item #3) and made a part of this Agreement.
- C. Invoices for services to be paid by Napa State Hospital (NSH) must be submitted in duplicate, as specified in Paragraph "B", within forty-five (45) days after the services were performed and shall include the NSH Agreement Number, Date of Services Performed, Description of Services/Procedures Provided, Itemization of Costs, and Total Amount Due. Invoice(s) shall be submitted in arrears to:
- Napa State Hospital
ATTN: ACCOUNTING/Accounts Payable
2100 Napa-Vallejo Highway
Napa, CA 94558-6293
- D. Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

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 invalid and of no further force and effect. In this event, the State shall have no further liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement, and the 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 the Contractor to reflect the reduced amount.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 33 of 49

Exhibit B**Budget Detail – Cost Sheet****Digital Dictation Services**

Bidder shall provide bid rate for Digital Dictation Services. The bidder shall set forth the bid rates in clear, legible figures in the space provided. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State. The estimates listed below are a good faith estimate and are not a guarantee of business and is subject to change depending on DMH NSH's fluctuation in need.

Fiscal Year 2009/2010:**A. Contractor's one time set-up fee: \$** _____**B.**

Monthly Rate (Includes 10,000 minutes per month w/ no additional overage charges)		Estimated Number of Months		Total Dollar Amount Fiscal Year 2009/2010
	X	1	=	

C.

Monthly Rate (Includes 10,000 minutes per month w/ no additional overage charges)		Estimated Number of Months		Total Dollar Amount Fiscal Year 2010/2011
	X	12	=	

D.

Monthly Rate (Includes 10,000 minutes per month w/ no additional overage charges)		Estimated Number of Months		Total Dollar Amount Fiscal Year 2011/2012
	X	5	=	

Grand Total Dollar Amount (add together A, B, C & D): _____

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 34 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 35 of 49

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **SUBCONTRACTS.** Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.

2. **PUBLICATIONS AND REPORTS.**

A. If a publication and/or report is required under this Contract, Contractor shall:

- (1) Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
- (2) Furnish two copies of each publication and report required plus one reproducible original.
- (3) Prepare all illustrations, maps and graphs in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.
- (4) Print all graphs, illustrations and printed materials in a single color throughout each publication unless prior State approval is granted.
- (5) Place the Contractor's name only on the cover and title page of publications and reports and summaries. Covers and title pages shall read as follows:

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

B. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

C. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

3. **PROGRESS REPORTS.** If progress reports are required by the Contract, Contractor shall provide a progress report in writing or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. **PRESENTATION.** Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

5. **DEPARTMENT OF MENTAL HEALTH STAFF.** Department of Mental Health staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, Department of Mental Health staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. **CONFIDENTIALITY OF DATA AND DOCUMENTS.**

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 36 of 49

Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Department of Mental Health staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
- D. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

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

7. PROVISIONS RELATING TO DATA.

- A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process, or support a premise or conclusion asserted in any deliverable document called for by the 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 or magnetic tape, computer printouts, or may be retained in computer memory.
 - B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be the property of the State.
 - D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
 - E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.
8. APPROVAL OF PRODUCT. Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 37 of 49

9. **SUBSTITUTIONS.** Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager prior written approval.
10. **NOTICE.** Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records; if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.
11. **WAIVER.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions and shall not affect the validity of this Contract or the right of State to enforce said provisions.
12. **GRATUITIES AND CONTINGENCY FEES.** The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing the contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.
- In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
13. **INSURANCE.** Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:
- Sufficient and adequate Worker's Compensation Insurance for all of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same; and
- Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.
14. **CONTRACT IS COMPLETE.** Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.
15. **CAPTIONS.** The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
16. **PUBLIC HEARINGS.** If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rate specified in the Contractor's proposed budget. State shall reimburse Contractor for travel of said personnel at the contract rate for such testimony as may be requested by State.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 38 of 49

17. DVBE. Unless specifically waived by the Deputy Director of Administrative Services of the Department, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.
18. FORCE MAJEURE. Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.
19. PERMITS AND LICENSES. The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plan and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

20. LITIGATION. The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against the State which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.
21. DISPUTES. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of Mental Health's Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of Mental Health, 1600 9th Street, Room 150, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

22. EVALUATION OF CONTRACTOR'S PERFORMANCE. The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.
23. TRAVEL. Contractor's headquarters for purposes of payment of travel shall be the city designated in the signature block unless otherwise specified in the contract.

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

24. TERMINATION. The Department may terminate this Contract by giving 30 days written notice to the contractor.. The notice of termination shall specify the effective date of termination.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 39 of 49

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

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

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

25. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS.

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- B. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as required by law.

26. AUDITS, INSPECTION AND ENFORCEMENT.

- A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
- B. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the Department Information Security Officer in writing.
- C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.
- D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

27. Use of State Funds. Contractor, including its officers and members, shall not use funds received from the Department pursuant to this contract to support or pay for costs or expenses related to the following:

- A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, for or against the passage of any proposition or ballot measure; or,
- B. Lobbying for either the passage or defeat of any legislation.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 40 of 49

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of a member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

28. Drug-Free Workplace Certification. Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace.
29. Conflict of Interest Certification. In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities, which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the Department if a statement is required.

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

SAMPLE

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 41 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

I. Confidentiality and Information Security Provisions

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of Individually Identifiable Health Information (IIHI).

B. Permitted Uses and Disclosures of IIHI by the Contractor

1. Permitted Uses and Disclosures

Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

2. Specific Uses and Disclosures Provisions

Except as otherwise indicated in the Agreement, the Contractor may:

- a. Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
- b. Use IIHI to provide data aggregation services to DMH. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this contract with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of DMH.

C. Safeguards

Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide DMH with information concerning such safeguards as DMH may reasonably request from time to time.

The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of DMH information on portable electronic media (e.g., floppy disks and CD-Rom) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS (Continued)

- D. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy. The Contractor shall:
1. Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a. Network-based firewall and/or personal firewall
 - b. Continuously updated anti-virus software
 - c. Patch-management process including installation of all operating system/software vendor security patches
 2. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
 3. Prior to disposal, sanitize all DMH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.
- E. Mitigation of Harmful Effects
- Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- F. Notification of Breach
- During the term of this Agreement:
1. **Discovery of Breach.** Contractor shall **immediately notify the DMH Information Security Officer by telephone call plus e-mail** upon the discovery of breach of security of IIHI in all forms (paper, electronic, or oral) if the IIHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of IIHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves IIHI, notification shall be provided by calling the DMH Information Security Officer. Contractor shall take:
 - a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
 2. **Investigation of Breach.** Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of IIHI or confidential data. Within 72 hours of discovery (of the breach), Contractor shall notify the DMH Information Security Officer of:

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 44 of 49

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS (Continued)

- a. What data elements were involved and the extent of the data involved in the breach,
- b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed IIHI or confidential data,
- c. A description of where the IIHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- d. A description of the probable causes of the improper use or disclosure; and
- e. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

3. Written Report

Contractor shall provide a written report of the investigation to the DMH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4. Notification of Individuals

Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DMH Information Security Officer shall approve the time, manner and content of any such notifications.

5. DMH Contact Information

Contractor shall direct communications to the DMH Information Security Officer and the Contractor shall initiate contact as indicated herein. DMH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

Information Security Officer
California Department of Mental Health
1600 9th Street, Room 433
Sacramento, CA 95814
Phone: (916) 651-6776
E-mail: ISO@dmh.ca.gov

G. Agents and Subcontractors of the Contractor

Contractor shall ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from, or created or received by the Contractor under this Agreement, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS (Continued)

H. Internal Practices

Contractor shall make Contractor's internal practices, books and records relating to the use and disclose of IIHI received from DMH, or created or received by the Contractor under this Agreement, available to DMH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DMH or by the Secretary, for purposes of determining DMH's compliance with the HIPAA regulations.

I. Employee Training and Discipline

Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

J. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from DMH (or created or received by Contractor under this Agreement that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

K. Miscellaneous Provisions

1. Disclaimer

DMH makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.

2. Assistance in Litigation or Administrative Proceedings

Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to DMH at no cost to DMH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DMH, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

a. No Third-Party Beneficiaries

Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DMH or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 46 of 49

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS (Continued)

b. Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

c. Regulatory References

A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

d. Survival

The respective rights and obligations of Contractor under this Agreement shall survive the termination or expiration of this Agreement.

II. Violations reported to U.S. Department of Health and Human Services. Upon DMH's knowledge of a material breach of this Agreement by Contractor, that has not been cured or for which termination of the Agreement is not feasible, the DMH Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

III. Judicial or Administrative Proceedings. DMH may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.

SAMPLE

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 47 of 49

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 48 of 49

EXHIBIT F

INSURANCE AND BOND REQUIREMENTS

1. The insurance and/or bonds identified below with a marked box are a part of this Agreement. Only the insurance and/or bonds with marked box have any force or effect under this Agreement. Evidence of liability insurance coverage, in the form a certificate acceptable to the State, shall be provided prior to the execution of this Agreement and the commencement of services.

- ☐ Commercial General Liability
Contractor shall maintain commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Contractor's limits of liability.
- ☐ Pollution/Environmental Impairment Liability
Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 bodily injury and property damage combined single limit per occurrence shall be provided.

The certificate of insurance for the insurance marked above must contain the following endorsement:

State of California, its officers, employees, agents and servants are included as additional insured, but only insofar as operations under this contract are concerned.

- ☐ Motor Vehicle Liability
Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the prosecution of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.
- ☐ Professional Liability
Contractor shall maintain Professional Liability/Medical Malpractice insurance covering any damages caused by an error, omission or any negligent acts. The limit shall be not less than \$2,000,000.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DMH prior to the commencement of services.

- ☐ Performance Bond
Insures Contractor will faithfully complete the work on schedule in accordance with this Agreement. Should Contractor fail to meet the schedule, the State can seek a claim with the surety for any losses incurred. If Contractor WILL NOT complete the work, the State may seek another contractor and be reimbursed for the costs of the second contractor. The amount of the bond shall equal the amount of this Agreement.

2. Insurance shall be in effect for the entire term of this agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of the insurance.
3. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

Department of Mental Health, Napa State Hospital

IFB Number: 09-49050

Page 49 of 49

4. All insurance certifications must contain the following endorsement: *The insurer will not cancel the insured's coverage without 30 days prior written notice to the State.*

SAMPLE

Question and Answers for Bid #09-49050 - Medical Digital Dictation Services

OVERALL BID QUESTIONS

Question 1

Can we propose a solution that does not include Winscribe? (Submitted: Apr 21, 2010 4:10:04 AM PDT)

Answer

- No. Winscribe is included. (Answered: Apr 21, 2010 3:41:11 PM PDT)

Question 2

Section I-B: Scope of Work, item #9: Should we set up a SAN within our network or will it be a part of NSH's network? (Submitted: Apr 21, 2010 4:10:28 AM PDT)

Answer

- The SAN is not part of the NSH network. The vendor is responsible for setting it up. (Answered: Apr 21, 2010 3:41:11 PM PDT)

Question Deadline: Apr 28, 2010 6:00:00 PM PDT