Notice to Qualified Proposers
Request for Proposals #G099-0922-10
Solano County Mental Health
Electronic Health Record Acquisition and Implementation

September 28, 2010

The County of Solano Department of Health and Social Services (H&SS) Mental Health Division announces a Request for Proposals (RFP) from qualified Proposers to provide a comprehensive electronic health record system for the Solano County Health and Social Services Department, Mental Health Division.

This project will be a three year effort of the Department of Health and Social Services (H&SS) Mental Health Division, with a proposed starting date of May 22, 2011.

NOTICE IS HEREBY GIVEN:

That the COUNTY OF SOLANO, Department of Health and Social Services Mental Health Division, will receive Proposals from qualified agencies/organizations (Proposers) for services as outlined in this Request for Proposal (RFP) available from:

http://www.solanocounty.com/depts/genserv/purchasing/bids_rfps.asp

PROPOSALS DUE: 5:00 PM November 19, 2010

Solano County Mental Health
Electronic Health Record Acquisition and Implementation

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* Separate spreadsheets to be completed by Proposer.

Department of Health and Social Services Mental Health Division Solicitation for Electronic Health Record Acquisition and Implementation Tentative Timeline	
H&SS Deputy Director Approves RFP	September 25 2010
Issue Solicitation	September 27, 2010
Deadline for Written Questions	October 5, 2010
Mandatory Proposers' Conference	October 6, 2010
Provide Written Responses to Questions	October 20, 2010
Responses Due	November 19, 2010
Review Panel Meeting	November 29 – December 3, 2010
Top rated Proposers – Hands on Demonstration	January 3-18, 2011
Review Panel Recommendations Compiled for Director's Review	January 21, 2011
Director of Mental Health's Intent to Award	January 25, 2011
Negotiate Contracts	January 25-March 28, 2011
Contracts to Health & Social Services Administration	April 8, 2011
Board Item to Health & Social Services Administration	May 2, 2011
Contracts Approved by BOS	May 31, 2011
Services Begin	June 1, 2011

Note: Dates are tentative and subject to change at sole discretion of H&SS.

Mandatory Proposers Conference

A Mandatory Proposers Conference will be held:

October 6, 2010
10:00 AM – 12:30 PM
Location: Multi-Purpose Room 1620
Government Administrative Center
675 Texas Street
Fairfield, CA 94533

The purpose of the Proposers' Conference is to discuss the RFP goals and process, and to answer questions about this RFP. **Proposals from Proposers that do not participate in the Proposers' Conference will not be accepted**. Proposers will not be admitted after 10:30 AM. The entity signing the Proposal must participate in the Proposers' Conference. Prospective subcontractor's representatives are also encouraged to attend.

PART 1 – GENERAL CONDITIONS

1.01 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP:

Lisa Singh, MHSA RFP Coordinator
County of Solano
275 Beck Ave, MS 5-250
Fairfield, CA 94533
707-784-8320 (phone)
707-421-6619 (fax)
LMSingh@Solanocounty.com

1.02 Communications Regarding the RFP

A. Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other County employees of the procuring County agency may result in disqualification.
B. All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the County. Written comments, including questions and requests for clarification, must cite the subject RFP number. See section 1.06 RFP inquiries and requests for information.
C. The County shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

1.03 Request for Proposals/Rules for Competitive Process

The competitive method used for this solicitation is known as a “Request for Proposals”. Response to this solicitation will be in the form of a Proposal presented according to the format and content specifications described in Part 3 of the RFP. The Proposal shall document the Proposer’s qualifications, proposed services and costs for the project (refer to Part 3 of the RFP).

1.04 Selection Process

County will conduct the selection process in three steps:

Step One (**Proposers' Conference**) – Proposers must participate in a mandatory Proposers' Conference.

Step Two (Proposal Review and Ranking) - Proposals accepted under the terms of this RFP will be evaluated and ranked by a review panel which will consist of Solano County Health & Social Services Division of Mental Health staff, Solano County Health & Social Services Administration staff, individuals with background and expertise in the provision of mental health services or information technology, and mental health consumers or family members. Composition of the review panel is subject to change at the sole discretion of County. Proposals will be ranked based on the Review Panel Rating Criteria (see Addendum I-B).

Proposals will also undergo a fiscal review to evaluate the Proposer’s financial stability.

It is expected that the RFP evaluation process will result in the selection of the three highest scoring Proposers as finalists. All Proposers will be notified whether they were selected to continue in the selection process as a finalist.

The finalist Proposers may, at the discretion of the County, be required to attend a two-day meeting with County personnel for a thorough product demonstration. The demonstration will include a sufficient orientation on the Proposer's proposed products to allow County staff to engage in hands-on testing of the standard features of the system. The test cases will be provided to finalists in advance. Failure to attend or comply with the meeting schedule, once arranged, may result in disqualification of the Proposer.

Following the finalist Proposer meetings, the County will complete the final evaluation process which will consider all documents, the finalist demonstrations, the responses to this RFP, information gained while evaluating responses, quality of references, and any other relevant information to make its final determination.

Step Three (Contracting) - The top-ranked Proposer will be recommended for intent to award to the Solano County Deputy Director, Health and Social Services, Mental Health. After the Deputy Director has approved the recommendation, the County will notify the finalists of the outcome.

The Proposer approved by the Deputy Director for award of funds will be invited to participate in contract negotiations, which includes finalization of the scope of work/evaluation plan and budget. Negotiated contract(s) are subject to approval by the Solano County Board of Supervisors.

Final selection is at the sole discretion of County, which reserves the right to reject any or all proposals, or make no selection based on this RFP.

1.05 Submission of Proposals

Proposers' costs associated with developing Proposals, participating in interviews, and negotiating contacts are entirely the responsibility of the Proposer and are not chargeable to County. All Proposers submitting a Proposal must mail or deliver one (1) original and eight (8) copies of the Proposal to:

County of Solano
Department of Health & Social Services, Mental Health Division
Attention: Lisa Singh, EHR RFP Coordinator
RFP #G099-0922-10
275 Beck Ave, MS 5-250
Fairfield, CA 94533

All documents required by this RFP must be received at the above-designated location. Packages must be delivered such that they are complete and received NO LATER THAN 5:00 PM November 19, 2010 (See ADDENDUM II – Proposal Submission Deadline and Check List). No documents received by facsimile (fax), e-mail or postmarked by the due date but not received by the deadline set for receipt will be accepted. Timely delivery of Proposals is the sole responsibility of the Proposer. Late receipt of the Proposal may be grounds for rejection.

1.06 RFP Inquiries and Requests for Information

Inquiries regarding the RFP may be made prior to the Proposers' Conference or at the Proposers' Conference. Inquiries made prior to the Proposers' Conference must be made in the following way: in writing, and by United States mail or facsimile (707-421-6619), to:

Department of Health and Social Services, Mental Health Division
Attention: Lisa Singh, EHR RFP Coordinator
RFP #G099-0922-10
275 Beck Ave, MS 5-250
Fairfield, CA 94533

The deadline for such inquiries is 5:00 PM PST on October 5, 2010. These inquiries will be addressed along with all other inquiries made at the **Proposers' Conference on October 6, 2010.** County will provide written responses to these inquiries to each agency in attendance at the Proposers' Conference via email or facsimile per individual Proposer's request at the Proposers' Conference.

1.07 Rejection

A Proposal may be rejected if it deviates in any substantial respect from the requirements of the RFP, as determined solely by County. Grounds for rejection might include, but are not necessarily limited to, the following:

A. Proposal is received at any time after the specified deadline for receipt.
B. An incorrect number of copies of the proposal are received.
C. Proposal is not prepared in the format described in Part 3.
D. Proposal contains false or misleading statements or references which, in the exclusive judgment of County, do not support an attribute or condition contended by the Proposer.
E. In the exclusive judgment of County, information in the proposal is intended to mislead County in its evaluation of the Proposal.
F. Proposal is without an original, signed cover letter (refer to Addendum III).
G. Proposal has no statement of acknowledgment of review and acceptance of the County of Solano's Standard Contract, Exhibits C & D (EXHIBIT I) including (if applicable) a listing of qualifications to the contract (Addendum VIII).
H. Proposal is incomplete, sent in whole or in part by facsimile (fax), by e-mail or is postmarked by the due date but not received by the deadline set for receipt.

1.08 Contract Information

A. **Non-negotiable Provisions -** Since County contracts are subject to the California Government Code and the Public Contract Code, there are provisions which must be included in County contracts which may not be subject to negotiations as solely determined by County Counsel and Risk Management. A sample of the County's Standard Contract is included in EXHIBIT I. Proposers are required to review the County's Standard Contract, Exhibits C and D and to accept it with or without qualification. (Exhibit A [Scope of Work] and Exhibit B [Budget] will be completed during the contract negotiation process). **Note**: the successful Proposer must provide the required verification(s) of insurance and applicable business and professional licenses prior to the time that services begin.

B. **Contract Term/Duration –** Any contracts that results from this RFP may be awarded for up to a 38 month period beginning with a proposed starting date of June 1, 2011 and ending June 30, 2014. The County expects that implementation of the proposed system will be completed by June 30, 2012.

1.09 Other Information

A. **Signature of the Person Submitting the Proposal** - The Proposal shall include an original Proposal Cover Sheet (Addendum III), signed in blue ink by an individual who is authorized to bind the responding Proposer contractually. The name(s) and title(s) of the individual(s) signing the cover sheet shall be typed immediately below the signature(s).

B. **Disposition of Proposals** - All materials submitted in response to this RFP will become the property of County, and may at any time subsequent to contract signing be reviewed and evaluated by any person, and may be returned only at County's option and at the Proposer's expense. Each original Proposal will be retained as a public document. **Note:** Financial information specified in Part 3, Section 3.01 F will remain confidential and will not be available for public view.

C. **County Use of Replies** - County has the right to use any or all ideas or concepts presented in any response to this solicitation. Selection or rejection of the Proposer does not affect this right.

D. **Oral Communications Non-Binding** - Oral communications by County concerning the RFP shall not be binding on County and shall in no way excuse the Proposer of obligations as set forth in the RFP.

E. **Modification or Withdrawal of Proposals** - Any Proposal may be withdrawn or modified by written request of the Proposer if such a request is received before the deadline for submission of the Proposal. **The Proposal cannot be changed after the deadline for receipt.**

F. **Right to Reject Any or All Proposals** - It is the standard practice of County not to solicit for services unless there is a bona fide intention to award a contract. However, County does reserve the right to reject any or all Proposals and to terminate proceedings at any time.

PART 2 - BACKGROUND

2.01 Purpose of the RFP

The Solano County Department of Health & Social Services, Division of Mental Health, is seeking proposals from qualified Proposers to provide a modern state-of-the-art integrated Electronic Health Record (EHR) system that will support mental health and substance abuse programs and related financial activities with the County.

2.02 County Information/Background

Solano County is the nineteenth largest California County (as measured by population) with a total population of more than 400,000. The county has seven incorporated cities including Benicia, Dixon, Fairfield (the county seat), Rio Vista, Suisun City, Vacaville, and Vallejo. The majority of residents reside within these cities and the majority of county facilities are currently located in the incorporated areas. Solano County's population is stable and/or growing, particularly in the north portion of the county.

The Department of Health & Social Services, Mental Health Division, assists over 7,000 children, youth and adults each year who are experiencing a psychiatric crisis or who have significant mental and emotional disabilities. Services include crisis and brief therapy, case management, psychiatric assessments and medication, outpatient treatment, day treatment, and a range of community support services.

Table 1 Program Statistics

	Mental Health Services	**Substance Abuse**
➢ Clinicians	67.25	11.5
➢ Mental Health Nurses	10.0	
➢ Mental Health Specialists	31.1	
➢ Psychiatrists	9.0	
➢ Crisis Specialists	4.5	
➢ Clinical Psychologists	1.5	
➢ Clinical Supervision	18	1.5
➢ Administrative and Support staff (non-IT)	55.5	4.0
➢ Total FTE's	196.85	19.2
Annual Budget	$49,641,000	$5,300,000
Physical Sites		
➢ Primary County Outpatient Clinic Sites	4	
➢ Other Outpatient Service Delivery Sites within County	3	
➢ Administrative Sites	3	

Category	Mental Health
Consumers Served Annually	7,561
Service Units (Annual)	
➢ Outpatient Service Hours	246,871
➢ Long Term Care Days – IMDs and State Hospitals	8,625
➢ Residential Days	9,731
Managed Care Statistics	
➢ Monthly Service Authorizations	78
➢ Monthly Claims Received	1000
➢ Provider Network Size (current count of providers)	71

Category	Substance Abuse
Service Units (Annual)	
Clients Served Annually - County	5,777
Clients Served Annually – Contract Providers	58,231
Episode Openings - County	893
Episode Openings – Contract Providers	1574

2.03 Mental Health Environment

Solano County Mental Health has 6 County locations in Vacaville, Fairfield and Vallejo, including out-stationed personnel at schools. Solano County MH also utilizes 30 contract provider agencies for services that access the Insyst system via Virtual Private Network (VPN).
Collectively, the number of users within SCMH that currently access the MH information systems is shown in the table below. The County expects there will be an increased number of users, despite current staff attrition, due to the system being required for use by more staff and contractors.

Number of Desktop/End-Users in Mental Health

Divisions	Accounts – County Staff	Accounts - Service Providers
Mental Health (NOT including MCU)	201	218
Managed Care Unit	19	71
Substance Abuse	46	104

2.04 Solano County Managed Care and Mental Health Resource and Referral Assessment Center

In 1994, Solano County became the first local mental health authority in the State to move all its Fee-for-Service Medi-Cal recipients to managed care. Managed care program members may receive specialty mental health services through the County's mental health carve out. These services include outpatient mental health services provided by mental health professionals and psychiatric inpatient services.

Partnership Health Plan of California (PHC) began operations in May 1994 as a public/private 0rganization designed to provide a cost-effective health care delivery system to Medi-Cal recipients in Solano, Napa, and Yolo Counties. PHC is the “health authority" that is contracted with the State of California for administration and oversight of the County’s Medi-Cal managed care health plan.

Solano County’s approach to Managed Care and Access affects the requirements for the EHR system. A recent consultant’s report on Managed Care Unit processes is included as Appendix 2 to provide insight into the unique elements of the County’s managed care system.

The Managed Care and Access Unit is being renamed, Mental Health Resource and Referral Assessment Center, and will serve as an entry point for both FQHC behavioral health services and specialty mental heath services

2.05 Solano County Federally Qualified Health Centers

Solano County recognizes that integration of primary care and mental health treatment can benefit mental health consumers. According to the National Council Community Behavioral Health Care, people living with serious mental illnesses are dying 25 years earlier than the rest of the population, in large part due to unmanaged physical health conditions.

To address this gap, Solano County is exploring ways of increasing integration of primary care and mental health treatment. The County’s Federally Qualified Health Centers (FQHC) will play a key role in increasing integration of primary and mental health care. Increasing the capacity of the FQHCs to provide mental health treatment will impact the requirements for the Mental Health EHR system. Mental health staff who work in an FQHC environment are subject to different billing rules and procedures.

The County would prefer to use the Mental Health EHR system to manage and track individuals receiving behavioral health services in the behavioral health FQHC. If the Mental Health EHR system cannot integrate with the Public Health QHC billing process, staff assigned to the FQHC will use the same Public Health EHR system to minimize difficulty in billing for services.

One direct impact on the mental health EHR is the requirement for the Mental Health Resource and Referral Assessment Center to interface with the EHR system used within the FQHC to share information gathered in the initial triage process. Individuals contacting the Resource and Referral Assessment Center would be screened and referred either to SCMH specialty mental health services or the FQHC as appropriate. The figure below shows the flow of between the Mental Health Resource and Referral Assessment Center, the FQHC, and SCMH specialty mental health services.

The Public Health Division is in the process of selecting a new EHR for use in the FQHC. The two EHR systems will need to exchange continuity of care data via a standards based interface.

2.06 Solano County Information Systems Environment

Health and Social Services (H&SS), as one of the departments in Solano County, relies on the Department of Information Technology (DoIT) for the development, implementation, and support of its computing technologies and related technical services. DoIT has approximately 90 employees/contractors who support all areas of the County IT infrastructure.

2.06.1 Current Environment

Over the past 5 years, Solano County has invested in state-of-the-art technology and infrastructure including Opt-E-Man connectivity to the majority of County locations, Cisco Voice over IP, Documentum, SAN, server virtualization, a large centralized data center, and enterprise back-up systems that support data encryption. DoIT hosts and maintains the majority of enterprise systems used within the County including PeopleSoft, Accela, and SunGard Bi-Tech IFAS (Integrated Financial Accounting System).

2.06.2 Connectivity/Network Environment

Solano County uses Cisco networking technology at its facilities to connect to the main data center located at the County's Central Administration Center, 675 Texas St., Fairfield, California. Network connections are via Opt-E-Man or T-1 lines (see Appendix 3). One Mental Health outlying office connects via 56k modem. Tools used to connect to current Mental Health applications include Bluezone, Citrix, SmartTerm, and Rumba. Remote access to the applications is available via VPN and Citrix. Wireless access is allowed via cellular or external wireless connectivity and VPN. Wireless is available in some of the facilities but is not currently used to connect to the current Mental Health applications.

The County also permits the use of smart phones (e.g., Blackberry) to access e-mail. The phones are either County owned or personal phones. At the present time, there is no implementation of County applications using this technology.

Application vendor connectivity to support systems hosted at Solano County's data center is provided via VPN to their systems only.

2.06.3 Desktop/End User Environment

Solano County has standardized on Dell computers (both desktop and laptop). The computers are on a five-year refresh cycle. The standard configurations for new computer purchases are shown in Appendix 4. The oldest units in the computer inventory are Dell 620's with 512k RAM. The standard operating system at this time is Microsoft XP, but Windows Vista and Windows 7 are supported. There is a multi-year project underway to standardize on Windows 7 and Office 2010. The deployed browser is Internet Explorer Version 6+. IE versions 7 and 8 are also supported. Due to application requirements, many computers will be upgraded to IE8 within the next year. The standard virus/spyware protection software is McAfee version 4.5 deployed to the desktop via Desktop Authority.

Solano County is currently deploying e-mail encryption (IronPort), whole disk encryption (PGP) and media protection (EndPoint) to identified H&SS divisions. Mental Health is

not currently receiving this set of software, but may be part of the project if mandated by the State.

Printers deployed in Mental Health include desktop and multi-function copier/printers. Due to security risks, no faxing is allowed by multi-function devices connected to the network. A project is in the initial stages to deploy RightFax network faxing throughout the County.

2.06.4 Telephony

Solano County has deployed VOIP to the majority of Health and Social Services locations. Mental Health locations not currently on VOIP include the administrative offices at 275 Beck Avenue in Fairfield (which uses a Nortel PBX) and the local offices in Vacaville (which use key systems). The VOIP system has been used to implement ACD and IVR applications for Employment and Eligibility Services and Mental Health Managed Care and automated appointment reminders for Public Health. The plan is to eventually have all locations on VOIP.

2.06.5 Systems & Database Support

DoIT supports Windows, AIX, and Linux operating systems and provides database administration services for SQL Server (versions 2000-2008) Oracle (11g), Informix and MySQL.

2.06.6 Application Support

Solano County DoIT includes dedicated staff to support the Mental Health systems currently deployed Support includes ensuring system availability, batch production processing, developing and supporting interfaces to external systems, creating reports, maintaining security and acting as a liaison between the vendor and Mental Health. Systems supported for the Mental Health division include Insyst, ShareCare, PCMS (Patient Care Management System from NetSmart) and SharePoint/Access internally developed systems. For a full list of interfaces, please see Addendum VI-C

2.06.7 Enterprise Tools

Solano County has implemented SharePoint WSS 3.0. SharePoint is being used by Mental Health to share information and track incidents. Available reporting tools include Crystal Reports, SQL Reporting Services and Microsoft Access. Solano County provides a secure FTP site for transmission of files from outside agencies/companies. Documentum has been implemented as the standard document imaging application and is used by multiple departments.

2.07 Services to be Provided

The services and components to be acquired through this RFP include the following:

A. A “state-of-the-art” system that includes: client, provider, practice management, electronic clinical records, call management, managed care, eligibility verification, claims processing, Coordination of Benefits (COB) / Third Party Liability (TPL), financial, electronic prescription and report writing utilities; and interface capability with existing other county and contract provider systems.
B. Automated verification with the California Medi-Cal Eligibility Data System (MEDS).
C. Electronic digital signature (client and clinical staff) functionality supporting the electronic clinical record.
D. Project management.

E. Configuration and implementation services including training, data conversion and system documentation.
F. Ongoing system support and maintenance.

The County intends to purchase any hardware required to support the EHR system separately.

Solano County will consider either purchase of software to be hosted on County provided hardware or the purchase of a service hosted by the Proposer. Proposers may propose either or both approaches to providing the required services. **The Proposer must provide a separate cost proposal for each approach proposed.**

The proposed solution must have a demonstrable track-record of success operating in other California county mental health or behavioral health service delivery organizations similar in nature to Solano County <u>and</u> must be able to cite examples where the proposed solution is successfully being used by other California county mental health or behavioral health programs to submit California Mental Health Medi-Cal claims.

PART 3 – PROPOSAL FORMAT AND CONTENT

The Proposer must provide a narrative describing their proposal including a scope of work, project plan, description of how the proposal meets technical and functional requirements, and address qualifications for providing services. Supporting documentation and proof of financial solvency must be submitted as part of the Proposal. The Proposal will be evaluated and ranked by a review panel as outlined in this Part. The format and content of the Proposal are as follows:

3.01 Proposal Format

A. Use only the forms provided in the Addenda sections unless otherwise instructed in Addendum II, Proposal Submission Deadline and Checklist.
B. Identify the Proposal number G099-0922-10 and Proposer name on every page submitted.
C. All pages, excluding the items in Part 3, Section 3.01 F, must be numbered sequentially.
D. Do not staple or otherwise bind the Proposal or copies except with a heavy clasp.
E. Submit one (1) original, plus eight (8) copies of the Proposal, complete with attachments.
F. Submit two (2) sets of audited financial statements for the last two full fiscal years (including Management Letter(s) if issued). **Note:** Submit one set with the original of the proposal and one additional set. These are to be provided as a separate attachment, clasped separately, from the sequentially numbered pages of the rest of the Proposal
G. All forms and attachments that require signatures must be signed in blue ink for inclusion in the original of the Proposal package. Signature stamps are not acceptable. The eight additional copies may include photocopied signatures.

PART 4 – CONTRACT

4.01 Contract Qualifications

Include statement of acknowledgment that the County of Solano Standard Contract (Exhibit I—Standard Contract, Exhibits C and D), has been reviewed and accepted with or without qualification (Addendum VIII). If the Proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. **Note:** Exhibits A and B, the scope of work and budget detail for the contract, will be finalized during the contract negotiation process. If the Proposer makes no qualifications to the Standard Contract, including Exhibits, then it shall be deemed that the Proposer accepts these items without reservation or any qualifications. Refer to Addendum VIII.

Note: The Solano County Purchasing and Contracting Policy Manual provides that both the lowest reasonable price and the technical superiority of the proposal (within a reasonable proximity to the other similar proposal costs) are taken into account in determining the award of contracts.

END OF REQUEST FOR PROPOSALS

ADDENDUM I-A
PROPOSAL REVIEW PROCESS AND EVALUATION CRITERIA

Proposal Review and Ranking Process

1. Staff Review: RFP Compliance
   Proposals will be reviewed for completeness and compliance with RFP requirements. County reserves the right to reject incomplete proposals or proposals that do not meet RFP requirements. To be considered compliant with RFP requirements, the Proposer must address and/or include all required Proposal components (if a particular component is not applicable, provide a statement to that effect with appropriate documentation).

2. Individual Proposal Review
   Proposals that advance to the next step of the process will be submitted to a proposal review panel assembled by County. Each proposal will be reviewed individually and scored based upon the merit of the proposal and its adequacy and thoroughness in response to the RFP. The review panel members will evaluate each proposal using the specific review criteria below. The weighted proposal evaluation criteria are shown below, along with the maximum number of points possible.

Proposal Elements	Maximum Score	
Section One: Proposed Solution -- Degree to which proposal satisfies Function/Technical Requirements	150 Points	
Section Two: Project Implementation Plan – o Responsiveness to RFP and Statement of Work. o Quality of Project Work Plan, o Quality of Training Plan o Quality of Security Plan	100 Points.	
Section Three: Organizational Capacity, Qualifications, and Experience in California	100 Points	
Subtotal: o ***Solution,*** o ***Professional Services*** o ***Qualifications and Experience***		300
Section Four: Cost	50 Points	
Total Possible Points		350 Points

3. Review Panel Recommendations
   After the initial review and rating of each Proposal, the review panel will meet to discuss the Proposals and establish final ratings, rankings (based on the average of the review panel's final ratings), and recommendations. The County reserves the right at its own discretion to require top ranking Proposers to present their offering to the review panel at the County's site in Fairfield, CA. This requirement will be at the discretion of the review committee and will be based on the results the detailed review and ratings. Should Proposers be invited to make a presentation, the County will not be liable for any travel expenses or associated costs.

4. Fiscal Review
   Proposers and Proposals will be reviewed for fiscal solvency, internal controls, procedures, administration, and appropriate program budget based on the documentation provided.

   Upon completion of all reviews, the Deputy Director will issue a notification of intent to award, contingent upon successful contract negotiations; and award of contract(s). The RFP files shall be made available for public inspection upon award of final contract.

   No Proposer is authorized to begin work until the contracting process is complete and a signed, properly-executed contract is in place. No reimbursement is authorized until and unless a fully executed contract is established.

ADDENDUM 1-B
PROPOSAL REVIEW CRITERIA

A. Proposed Solution 150 Points

The degree to which the Proposer's proposed solution satisfies the functional and technical specifications.

B. Project Implementation Plan 100 Points

A project work plan (including training and security plans) that demonstrates the Proposer understands the RFP and statement of work and presents a clear picture of how the Proposer would plan and manage the implementation of the proposed system.

C. Organizational Capacity and Qualifications and Experience in California 50 Points

Narrative that demonstrates the ability of the Proposer to implement the proposed solution based on the capacity and experience of the company, the quality of the staff proposed for this project, and experience with similar implementations in California.

D. Cost Proposal 50 Points

A complete cost proposal that clearly identifies the costs of acquiring and implementing the proposed solution is provided.

Total Possible 350 Points

Review Panel Criteria
The Review Panel will evaluate each Proposal using the specific evaluation criteria that will be applied to all Proposals as follows:

A. Proposed Solution: (150 Points)
The Proposed Solution will be evaluated on the following criteria:

i. Description (up to 45 points):

1. Does the Proposed Solution provide a description of the Proposer's approach to meeting the requirements of each process area or technical area?
2. Does the description clearly communicate the Proposer's overall approach/solution to the overall process area?
3. Does the overall description completely address the underlying requirements? Is it consistent with those requirements?
4. Does the description demonstrate an understanding of the County's needs?
5. Benefit: Does the overall description communicate the potential benefit to the County?

Each **Description** will be scored HIGH (3 pt.), MEDIUM (2 pt.) LOW (1 pt.), NA (0 pt.)

- Functional Total Possible Points: 10 * 3 = 30
- Technical Total Possible Points: 5 * 3 = 15
- Grand Total: 45 points

ii. Summary of Requirements Set (45 Points):

1. Did the Proposer complete the summary tables in Addendum IV for each functional and technical area?
2. Do the Proposer's responses summarize the highlights and other key elements of the Proposer's solution to meeting the detailed requirements in the table associated with the process or technical area?
   a. The Proposer has indicated for each set of requirements the following:
   - The benefits to the County
   - The impact on the County
   - Potential issues and how your solution will address them
   - Key risk and mitigation strategy

Each **Summary** will be scored HIGH (3 pt.), MEDIUM (2 pt.) LOW (1 pt.), NA (0 pts.)

- Functional Total Possible Points: 10 * 3 = 30
- Technical Total Possible Points: 5 * 3 = 15

iii. Functional and Technical Matrix Response (60 Points)

1. Did the Proposer complete the functional matrix containing detailed requirements for each process area in accordance with the instructions provided in the package?
2. Did the Proposer complete the technical matrix containing detailed requirements for each technical area in accordance with the instructions provided in the package?
3. Did The Proposer include any specific comments on requirements in section A.ii.2 above?
4. Matrices will be self-scored and totals adjusted to 40% of total score for solution.

B. Section Two: Project Management (100 points)

The Project Management plans will be evaluated on the following criteria:

i. Overall Approach (up to 35 points):

1. Is the Project Management Plan comprehensive?
2. Does it identify all key Project activities and shows how they can be related?
3. Has the Proposer demonstrated how its Project Management approach contributes to similar successful projects that have achieved client technical and cost objectives?
4. How well has the vendor demonstrated that the various elements of the Project will be properly coordinated and controlled?

ii. Project Work Plan (up to 25 points):

1. Does the Project Work Plan included with the Proposal meet all requirements in Statement of Work, SOW?
2. Is it realistic, given the County's environment and available resources as presented in this RFP?
3. How well has the vendor demonstrated its understanding of the critical processes required to ensure a successful implementation?

iii. Training Plan (up to 20 points):

1. Does the training approach presented ensure that staff will have the necessary skills at "go-live" and will continue a smooth progression to the effective use of the EHR and process improvements made possible by this automation?
2. Is training provided in multiple formats (e.g. on-line, classroom, and user guides?
3. Does training plan identify County resources (facilities and staffing) required to provide training?

iv. Security Plan (Up to 20 points):

1. Does the security plan address all critical controls for the new system, including compliance with Health Information Technology for Economic and Clinical Health Act (HITECH) and any related privacy and security requirements?

C. Section Three: Organizational Capacity, Qualifications, and Experience in California

The Organizational Capacity, Qualifications, and Experience of the Proposer will be evaluated on the following criteria:

i. Organizational Capacity (up to 10 points)

1. The Proposer has the appropriate qualifications to undertake the proposed work.
2. The Proposer's response demonstrates management ability and organizational infrastructure that is adequate to coordinate and monitor the project.
3. The Proposer's response demonstrates experience working with diverse groups including involving mental health consumers and their family members in the planning and implementation of EHR systems.

ii. Past Experience (up to 25 pts.)

Experience in California: Pass/Fail requirement: **The Proposer must have a demonstrable track-record of success operating in other California county mental health or behavioral health service delivery organizations similar in nature to Solano County, <u>and</u> must be able to cite examples where the proposed solution is successfully being used by other California county mental health or behavioral health programs to submit California Mental Health Medi-Cal claims.**

1. The Proposer has successfully implemented behavioral health Electronic Health Records systems in California.
2. The systems implemented are successfully billing Short-Doyle Medi-Cal.
3. The Proposer provided references to support their experience in California.

iii. Staffing (up to 15 pts).

1. Is the Proposed staffing plan reasonable and adequate to complete the project as described in the RFP and Statement of Work?
2. Did the Proposer demonstrate that they have or will have sufficient staff and/or contracted staff to carry out the work described in the RFP and Statement of Work?
3. Do the qualifications of the staff proposed for the project show the experience and education necessary to complete the work identified in the RFP?

ADDENDUM II

PROPOSAL SUBMISSION DEADLINE AND CHECK LIST

All items listed below must be included in the Proposal package at time of delivery to County as per the Request for Proposals. **Note:** While this list is intended to assist the Proposer(s) in compiling a complete and timely Proposal, timely and complete submission of a Proposal is the sole responsibility of the Proposer(s).

All Proposers submitting a Proposal must mail or deliver one complete original and eight (8) complete copies of their Proposal to:

County of Solano
Department of Health and Social Services Mental Health Division
Attention: Lisa Singh, RFP Coordinator
RFP#G099-0922-10
275 Beck Ave, MS 5-250
Fairfield, CA 94533

All documents required by this RFP must be received as one package at the above designated location. Packages must be delivered such that they are complete and received **NO LATER THAN 5:00 PM on October 1, 2010.** No documents received by facsimile (fax), e-mail or postmarked by the due date but not received by the deadline set for receipt will be accepted. Timely delivery of Proposals is the sole responsibility of the Proposer. Late receipt of the Proposal may be grounds for rejection.

Proposal Checklist

The following checklist is provided as a convenience to Proposers and contains guidance as to items that should be submitted in project proposals. Proposers are responsible for following any additional instructions given by the County after the first published date of this RFP. If the County requests additional proposal elements (e.g. additional supplemental questions, etc.), the County may not update this checklist to reflect the additional proposal elements requested. Proposers are solely responsible for submitting accurate and complete proposals throughout the life of the procurement process. This checklist should not be used as the authoritative or exhaustive list of proposal elements to submit.

- ☐ Attendance at the Mandatory Proposer Conference
- ☐ The following items must be included in the RFP packet:
  - Cover Sheet – (Addendum III) Cover Sheet. The cover sheet must be completed and signed by a representative authorized to commit the proposing entity in contractual matters.
  - Description of Proposed Solution (Addendum IV)
    - Narrative descriptions of the proposers approach to addressing each of the functional and technical requirements areas.
    - Summary tables of highlights and issues for each requirement area.
  - Proposed Statement of Work Narrative.(Addendum V)
    - Including detailed project, training, and security plans
  - Functional and Technical Requirements Matrices (Addenda VI A & B)

- Organizational Capacity, Personnel and Experience (Addendum VII)
- Cost Proposal – Including any modifications to the proposed system (Addendum VIII)
- Financial Statements (refer to Part 3, Section 3.01F)
- Proposer's Standard Agreements
- Exceptions to the RFP
- Statement of Acknowledgment of Acceptance of Exhibit 1 – Solano County Standard Contract, Exhibits C and D Form (Addendum IX)

ADDENDUM III
PROPOSAL COVER SHEET
RFP #G099-0922-10

PROPOSER NAME	
ADDRESS	**Proposer Phone**
	Proposer Fax
	Web Address
CONTACT PERSON	**Contact Phone**
	Contact E-mail
	Contact Fax
PROJECT TITLE/SERVICES	
SUBCONTRACTORS (If applicable)	
Total Cost: (County Hosted System)	Total Cost (Alternative System Configuration):
Software	Software
Implementation Services	Implementation Services
Training	Training
Custom development	Custom development
Maintenance	Annual Services

AUTHORIZATION

I certify that (company name) will perform the services, provide the products, and abide by the terms and conditions stated in the Request for Proposal and Proposer Response

I declare under penalty of perjury under the laws of the State of California that the information provided in this Proposal is true and correct.

_____ _____

Signature of Authorized Official Title

_____ _____

Print/Type Name of Authorized Official Date

ADDENDUM IV
PROPOSED SOLUTION

1.0 Executive Summary

Include an Executive Summary in your response. This part of the response should be limited to a brief narrative highlighting the Proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company may have over your competitors.

In preparing the Executive Summary, the Proposer should not simply restate or paraphrase information in this RFP. The Proposer must describe, in its own words, an understanding of the needs of the Solano County Mental Health Division and the importance of this project.

This section must not exceed two (2) pages in length, not including graphics that the Proposer may use to better illustrate the above items. Evaluators will not review excess pages. **Cost figures should not be included in the Executive Summary.**

2.0 Description of Proposed System

In the following sections, the Proposer should describe the proposed solution that will meet the Mental Health EHR system requirements listed in **Addenda VI-A Functional** Requirements and VI**-B Technical Requirements**.

2.1 Process Group Description and Requirement Highlights

Functional Requirements

a. Screening
   i. Please provide an overview of your solution for Screening.
   ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
   iii. Please provide your highlights for the Screening Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Screening	1.1	Consumer Portal	
	1.2	Call Intake	
	1.3	Application/Pre-Registration	
	1.4	Eligibility	
	1.5	Referrals	
	1.6	Financial Screening	
	1.7	Level of Care & Medical Necessity Screening	

b. Intake Assessment

i. Please provide an overview of your solution for Assessment.

ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.

iii. Please provide your highlights for the Assessment Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Intake	1.8	Registration	
	1.9	Appointments Attendance	
	1.10	Wait List	
	1.4	Eligibility	
	1.6	Financial Screening	
	1.7	Level of Care & Medical Necessity	

c. Billing

i. Please provide an overview of your solution for Billing.

ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.

iii. Please provide your highlights for the Billing Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Billing	1.11	Provider Portal	
	1.12	Payor/Program Management	
	1.13	Coding	
	1.14	Billing/Claims	
	1.15	AR/Collections	
	1.16	Electronic Transactions	
	1.17	AP/Reimbursement (Managed Care)	

d. Clinical Services and Documentation

i. Please provide an overview of your solution for Clinical Services and Documentation.
ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
iii. Please provide your highlights for the Clinical Services and Documentation Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Clinical Services Documentation	1.8	Demographics Management	
	1.19	ADT/Episode Management	
	1.20	Health Record Management	
	1.21	Assessments/Evaluations	
	1.22	Treatment Plans	
	1.23	Education, Counseling, & Therapy	
	1.24	Notes & Documentation	
	1.5	Referrals	

e. Coordination of Care / Benefits
i. Please provide an overview of your solution for Coordination of Care/Benefits.
ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
iii. Please provide your highlights for the Coordination of Care/Benefits Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Coordination of Care / Benefits	1.25	IEP	
	1.5	Referrals	
	1.27	Case Management	
	1.27	Community Education & Outreach	

f. Physician Services
   i. Please provide an overview of your solution for Physician Services.
   ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
   iii. Please provide your highlights for Physician Services Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Physician Services	1.28	Orders/Results	
	1.29	Lab/Drug Testing	
	1.30	Medication Management	

g. Institutional Care Services
   i. Please provide an overview of your solution for Institutional Care Services.
   ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
   iii. Please provide your highlights for the Institutional Care Services Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Institutional Care Services	1.31	Bed Management	
	1.32	Census	

h. Oversight and Compliance
   i. Please provide an overview of your solution for Oversight and Compliance.
   ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
   iii. Please provide your highlights for Oversight and Compliance Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Oversight and Compliance (QI)	1.33	Compliance / Audit	
	1.34	Reporting	
	1.35	Performance Quality	

		Improvement	

i. Planning and Research
   i. Please provide an overview of your solution for the Planning and Research process. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
   ii. Please provide your highlights for Oversight and Compliance Requirements in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Planning and Research	1.34	Reporting	

j. Health Plan Activities
   i. Please provide an overview of your solution for Health Plan Activities.
   ii. Response should be no longer than three pages, not including graphs and tables. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
   iii. Please provide your highlights for Health Plan Activities in the following table.

Process	#	Requirement Set	Highlights Risks / Impacts
Health Plan Activities (Managed Care)	1.11	Provider Portal	
	1.36	Licensing Credentialing	
	1.37	NOAs/Appeals	
	1.38	Provider Contract Management	
	1.39	Provider Network Management	

2. Technical Requirements

a. Application
   i. Please provide an overview of your solution for the Application. Describe the system architecture of the proposed EHR solution. The description should include, but not be limited to:
      1. The components and services in the architecture; include technical specifications of all hardware needed.
      2. The technologies employed; whether it is client-server, n-tier or some combination.

ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
iii. Please list the highlights of your solution in this area, including any risks or impacts to the County.
iv. Please list the highlights of your solution in this area, including any risks or impacts to the County.

Group	#	Requirement Set	Highlights Risks / Impacts
Platform	2.3.1	Platform	
	2.3.2	Processing Environments	
	2.2.3	System Back-up	
	2.3.4	System Logs	
	2.3.5	Data Archival/ Retrieval	

b. Network
i. Please provide an overview of how your solution's network addresses all technical requirements.
ii. Response should be no longer than three pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.
iii. Please list the highlights of your solution in this area, including any risks or impacts to the County.

Group	#	Requirement Set	Highlights Risks / Impacts
Network	2.4	Network	

c. Security
i. Please provide an overview of the security architecture for your solution, addressing all technical requirements.
ii. Response should be no longer than six pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged. Additional pages are allotted to this section because it will be evaluated as your security plan. It should address:
1. "Best practices" for assuring compliance with all security regulations.
2. Known issues and anticipated regulatory changes with respect to security.
3. Your strategy for meeting requirements for additional protection of Substance Abuse patient information.

4. Your approach to encryption of data.
5. Your approach to providing secure access to mobile devices.

iii. Please list the highlights of your solution in this area, including any risks or impacts to the County.

Group	#	Requirement Set	Highlights Risks / Impacts
Security	2.5.1	Security Architecture	
	2.5.2	Access Controls	
	2.5.3	Session Management	
	2.5.4	Data Security	

f. Interfaces

i. Please provide an overview of how your solution will interface other systems described in addendum VI-C addressing all technical requirements.

ii. Describe your company's experience and approach to connecting to current and future Health Information Exchanges.

iii. Describe your experience and approach to developing interfaces with other systems. Specifically address your capability to develop interfaces to the following systems:

1. NextGen
2. eClinicalWorks
3. Cerner in-patient/ER System
4. MIDAS Social Services software

iv. Response should be no longer than six pages, not including tables or graphics. The use of tables or graphics that clearly summarize your solution and approach are encouraged.

v. Please list the highlights of your solution in this area, including any risks or impacts to the County.

Group	#	Requirement Set	Highlights Risks / Impacts
Interfaces	2.6		

3.0 Hardware Requirements and Description of Alternate System Configurations

Provide a separate hardware requirements list for each system configuration proposed. If the proposal includes alternate system configurations, describe the differences between each system configuration proposed.

Regardless of system configuration proposed, the Vendor must specify the hardware requirements for the System environment (such as virtualization, use of County enterprise license for SQLServer, and any specific requirements for remote access such as Citrix for out-lying clinics).

4.0 Implementation and Project Management

4.1 Proposed of Statement of Work

Proposers should submit a proposed Statement of Work (SOW) which outlines the tasks to be accomplished during the course of this project. Included in the SOW should be clearly identified tasks and deliverables.

A proposed SOW has been attached to this RFP for reference (**Addendum V – County Proposed Statement of Work**). It contains the services and deliverables the County anticipates needing for successful completion of this project. Proposers may adopt the County's proposed SOW in its current form, or alternatively, Proposers may submit their own SOW that is similar in structure to the County's proposed SOW. The level of detail in the sample SOW is indicative of the level of detail the County expects in all proposed SOWs.

4.2 Proposed Project Work Plan

Proposers are required to submit a detailed project plan based on their understanding of the information in this RFP and drawing upon their experience in performing similar tasks on projects of comparable scale and complexity. The project plan must be submitted in Microsoft Project 2003 file format.

The Proposer's project plan must include all of the task elements identified in the County's proposed SOW (**Addendum V – County Proposed Statement of Work**) or the Proposer's proposed SOW, and must also identify key sub-tasks and any other resources or activities needed to achieve the goals and deliverables of the project.

The Proposer must:

- Submit a project plan that is detailed, well organized, and includes major phases and milestones.
- Provide sufficient breakdown of activities and tasks to demonstrate a complete understanding of the project.
- Document all assumptions used in creating the proposed project plan, including the expected size and skill sets of the county implementation team needed to meet the proposed implementation time line.
- Identify roles and qualifications of personnel to be supplied by the Proposer, as well as when these resources will be needed during the course of the project.
- State assumptions of the roles and time commitments that you expect to be provided by the County, broken down by each major implementation task.
- Propose the project completion criteria.

4.3 Training Plan

Your responses to the following questions will be evaluated as your training plan.

4.3.1 Training Overview and Approach Description

The County considers training a key to the successful implementation of an EHR system. Please describe your overall approach to training for both clinical and administrative end-users as well as technical staff.

4.3.2 Training Strategy – Example 1

Please provide your training strategy for the following situation: A single county has 200 users spread across a geographic area. Each functional area within this proposal will be implemented. Please give a brief overview of your training strategy for this example.

4.3.3 Training to be Provided by Proposer

Proposers will be expected to provide a variety of training. Please indicate for the following topics, the estimated hours for each topic area and the method of training. Assume 300 users are spread across the county as the basis for your estimate.

Major Training Topics	Hours of Training Performed by Proposer	Train the Trainer Method? Yes/No	Will a sub-contractor do the training? Yes/No
System Administration			
Managed Care			
Clinical Documentation and Electronic Health Records			
Practice Management			
Billing Operations (Bill generation, receipt of payments)			
Report Writing			
Form Development			
Other: Specify			

4.3.4 Configuration Training Provided by Proposer

During the initial implementation of your system, key County staff (e.g. system administrators, business experts, managers, etc.) will be trained to perform various set-up tasks. Please indicate the typical number of training hours required (per trainee) to support the initial setup of the system, the skill set and knowledge required to manage and administer each element of the system into the future, and which kind of position (i.e. programmer, manager, business

analyst, medical records technician, etc.) would likely be qualified to operate successfully in each area.

Configuration (Set-Up) Topic	Training Hours Needed Per Trainee	Required Skill Sets and Knowledge	Typical Position
Table Set-up			
Form Development			
Report Development			
Billing Rules			
Workflow Management			
Tickler Engine			
Interface Engine			
User Authorization			
Security Set-Up			
Other (specify)			

4.3.5 Electronic Clinical Record Training

Please describe your approach to training clinicians, including physicians, who have only previously worked with paper charts. Explain how your training approach supports a successful implementation of your electronic clinical record.

4.3.6 Training Services - Methodologies

Describe the various methodologies or approaches used for training (i.e. formats and media used, etc.). Provide in detail your method for successfully transferring the knowledge needed for the County to successfully operate, maintain, and improve its new EHR system.

4.3.7 Training Services – Location

Please describe the facility needs for the proposed training services (i.e. classroom with 10 PCs, conference room with projector etc.).

Addendum V
Proposed Statement of work

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LIST OF ACRONYMS

Acronym	Definition
COTS	Commercial Off-The-Shelf
DED	Deliverable Expectation Document
EHR	Electronic Health Record
ICD	Interface Control Document
PMI	Project Management Institute
PCD	Project Control Document
RTM	Requirements Traceability Matrix
SaaS	Software as a Service
SCMH	Solano County Mental Health
SOW	Statement of Work
TEP	Test and Evaluation Plan
UAT	User Acceptance Test Plan
WBS	Work Breakdown Structure

1 INTRODUCTION

This Statement of Work (SOW) describes the project objectives for the Solano County Mental Health Electronic Health Record System Project and specifies all tasks and activities for both installation and support. Functional and technical requirements are not directly addressed in this SOW.

1.1 Project Objective

Solano County Health and Social Services (hereafter "the County") is procuring a commercial off-the-shelf (COTS) electronic information management system (hereafter "the System") to support practice management, electronic health records (EHR), and billing for clients receiving services from Solano County Mental Health (SCMH). The County is contracting for goods and services with a Vendor (hereafter "the Contractor") that will provide, install, integrate, test, support, and maintain the System.

1.2 Organization of the Statement of Work

This SOW is organized by tasks and subtasks to simplify the understanding of this project. There are a total of ten tasks. ***Task 10 covers post-implementation support and maintenance of the Licensed Programs.*** The ten tasks are as follows:

- Project Management (Task 1)
- Establish System Environment (Task 2)
- Software Media and Standard Documentation (Task 3)
- Data Migration/Conversion (Task 4)
- System Configuration and Customization (Task 5)
- Training (Task 6)
- Testing (Task 7)
- Interface Development (Task 8)
- System Cutover (Task 9)
- On-Going Software Maintenance, Enhancements, and Support (Task 10)

2 TASK 1: PROJECT MANAGEMENT

The Contractor shall provide comprehensive project management and performance monitoring during System configuration, development, implementation, and transition to on-going maintenance that follows Project Management Institute (PMI) guidelines

The Contractor shall develop a Project Control Document with supporting plans, provide weekly status reports, and conduct monthly meetings to ensure the Project remains on schedule and continues to meet the County objectives.

This section also summarizes the deliverables, details the method for managing the production of the deliverables, and defines the acceptance process. These general requirements are included to ensure that each deliverable provided by the Contractor is acceptable to the County.

2.1 Subtask 1.1: Project Control Document (PCD)

The Contractor shall develop a Project Control Document to manage, track, and evaluate project performance **(Deliverable 1**). The PCD shall include the following:

- ***Project Work Plan.*** The Contractor shall develop a Project Work Plan based on the Contractor's Work Breakdown Structure (WBS) and shall include the following elements:
    - Project Milestones and Key Deliverables
    - Statement of Work Tasks and Deliverables and the detailed lower level Tasks which will comprise each Task set forth in this SOW
    - Sequencing and linking of key dependencies between Tasks
    - Contractor resource assignment and suggested County assignment, to include in each case the quantity and type of resources, distinguishing between suggested County and designated Contractor resources for all Tasks and Deliverables
    - Duration to complete Tasks in eight (8) hour Working Day increments
    - Baseline start and end dates

The Project Work Plan will serve as the basis for contract planning, budgeting, and reporting of cost and schedule status to the County.

- ***Communication Plan:*** The Contractor shall provide a Communications Plan that identifies project stakeholders, types of information, frequency of communication, and method of distribution of information to project stakeholders
- ***Issue/Risk Management Plan:*** The Contractor shall provide an Issue/Risk Management Plan that describes how the Contractor will identify and track issues/ risks which may impact Project performance and/or completion. The Contractor shall describe the actions normally taken to resolve issues, and mitigate risks. The Contractor shall document escalation procedures, if required.
- ***Configuration Management/Change Control Plan:*** The Contractor shall provide a Plan that is specific to this installation, based on the Contractor's standard change management/tracking process for its product(s).

The Contractor shall provide a draft PCD to the County within ten (10) business days of contract award. A project kickoff meeting will be held at a location in Fairfield, CA specified by the County. A finalized PCD, including an approved Project Work Plan, shall be delivered to the County within ten (10) business days after the kick-off meeting. ***The County Project Manager must approve the PCD prior to the Contractor commencing further work on this project.***

The Contractor shall maintain its Project Control Document, excepting the Project Work Plan, based on the approved version. All changes to the PCD, excepting the Project Work Plan, must be approved by the County Project Manager.

The Contractor shall maintain an up-to-date version of the Project Work Plan in Microsoft Project. The Contractor shall provide the County version of the Project Work Plan in electronic formats, both as Microsoft Project 2003 compatible files and as PDF. (This latter will normally be the tracking Gantt Chart unless otherwise requested by the County.) All changes to deliverable time frames must be approved by the County Project Manager. All approved changes shall be reflected in the current Project Work Plan. The Contractor shall use the Project Work Plan as the basis for reporting Project status as outlined in Subtask 1.2.

2.2 Subtask 1.2: Monthly Status Meetings

The Contractor Project Manager shall meet at least monthly with the County Project Manager to review the progress and status of activities under this contract. The meeting shall address the cost, schedule, performance, and status of each key element of the Project. The Contractor shall present all issues and risks, along with any alternatives or recommended solutions.

The Contractor shall prepare and disseminate all Monthly Meeting Materials **(Deliverable 2)**. All agendas and meeting materials shall be provided to the County at least five (5) days prior to the monthly status meeting. The Contractor shall prepare the minutes from this meeting and disseminate to the County Project Manager, all meeting participants, and other stakeholders as identified in the Communication Plan within five (5) business days of the meeting.

2.3 Subtask 1.3: Weekly Status Reports

The Contractor Project Manager shall submit a Weekly Status Report (**Deliverable 3**) to the County Project Manager that contains the following information:

- Overall assessment of project status for the reporting period.
- Accomplishments during the reporting period including the status of critical tasks.
- Status of issues and corrective actions.
- Identified risks, impact if risk is realized, and mitigation strategy.
- Key policy & management decisions needed, identifying concerns that require resolution or attention.
- Planned activities for next reporting period.

2.4 Administrative Considerations

2.4.1 Deliverables

The following table summarizes all proposed deliverables that are outlined in this SOW. All days below should be considered business days unless noted otherwise.

No.	SOW Reference	Deliverable	Requested Date
1	2.1	Project Control Document • Project Work Plan • Communication Plan • Issue / Risk Management Plan • Configuration Management / Change Control Plan	Award + 10 days for draft Kickoff + 10 days for final
2	2.2	Monthly Meeting Materials	Meeting date + 5 days
3	2.2	Weekly Status Report	Due every Monday by 10 AM
4	3.5, 3.6	System Environment Configuration Document	Award + 45 days
5	4.0	Software Media and Standard Documentation.	Award + 45 days
6	5.1	Data Migration / Conversion Plan	Award + 45 days
7	5.3	Data Migration / Conversion Final Report	As required
8	6.1	System Requirements and Design Specification	As required
9	6.1	Requirements Traceability Report	As required
10	7.1	Training and Evaluation Plan	Award + 90 days
11	7.2	Training Materials	As required
12	8.1	Test and Evaluation Plan	Award + 90 days
13	8.2	Detailed Test Procedures	As required
14	8.4	Detailed Test Report	As required
15A	9.0	Interface Control Document (Standard Interface)	As required
15B	9.0	Health Information Exchange Interface Specification	As required
15C	9.0	Interface Control Document (Custom Interface)	As required
16	10.0	Information System Security Plan & Procedures	End of Project
17	10.0	Certification of System Completion	End of Project

2.4.2 Delivery Instructions and Acceptance Process

The Contractor shall deliver all documentation required in this SOW in both hard copy and electronic media. Except for application software, all electronic documentation shall be in the Microsoft Office 2003 or compatible formats. During Subtask 1.1, the Contractor shall develop the Project Work Plan as part of the PCD **(Deliverable 1)** which defines the schedule of Deliverables. In general, the County requires a minimum of ten (10) business days to review each Deliverable, with a corresponding ten (10) business day resolution period for the Contractor to correct any deficiencies. However, the County realizes that some Deliverables may require a more extensive review and resolution. The Contractor shall identify such Deliverables and schedule Deliverable review/resolution periods accordingly in its proposed Project Work Plan. The County reserves the right to increase the review period for each Deliverable prior to final approval of the proposed Project Work Plan.

Prior to the initiation of the Contractor's work on any Deliverable, the Contractor shall provide the County Project Manager a Deliverable Expectation Document (DED) no later than thirty (30) days before the scheduled start of any Task or Subtask, with the exception of Deliverables due within the first ninety (90) days. The DED will include an outline of the Deliverable, including a table of contents, a sample format, and a general description of the type of information that will be contained in each section of the Deliverable.

2.4.3 Period of Performance

The Period of Performance will be negotiated at time of award and is estimated to be May 15, 2011 plus twelve (12) months for Tasks One through Nine. The period of performance for Task 10 will be based on the acceptance of the Licensed Programs by the County and will be for a period of twenty four (24) months, unless otherwise agreed to by the County and the Contractor.

2.4.4 Place of Performance

Unless otherwise specified, work may be performed at the Contractor's site. When the Contractor's presence is required on-site, work will be performed at 275 Beck Ave. Fairfield, CA, with other sites throughout the County as identified by the County and Contractor.

3 TASK 2: SYSTEM ENVIRONMENT

The County is responsible for procuring a secure, operational System Environment that meets the performance requirements established by the County in conjunction with the Contractor. The Contractor's responsibility, unless other arrangements are made, is specific to the operation of its Licensed Programs.

Note: This task depends on what action that the County decides to take regarding the System environment. Options, including:

a) Host the System in the County, vendor provides hardware as part of this RFP
b) Host the System in the County, County-owned and provided hardware
c) Host the system external to the County, County-owned hardware
d) Host the system external to the County, vendor-provided hardware (e.g., Software as a Service (SaaS) model)

Regardless of which approach, the Vendor must specify the hardware requirements for the System environment (such as virtualization, use of County enterprise license for SQLServer, and any specific requirements for remote access such as Citrix for out-lying clinics).

Roles and responsibilities for services and support related System hardware and connectivity to the County will be dependent on what approach is taken. The County may ask the Vendor to provide one or more recommendations on how to establish the System environment, including a cost/benefit that includes a comparison of the risks and risk management for each recommendation.

3.1 Subtask 2.1: Evaluate System Environment

The Contractor shall provide the County recommendations as to the basic hardware configurations needed to run the Licensed Programs. The Contractor shall evaluate the County infrastructure, noting any issues that may impact the performance of its Licensed Programs. The Contractor shall document all recommendations in System Environment Configuration Document (**Deliverable 4)**.

3.2 Subtask 2.2: Install Licensed Programs

The Contractor shall:

- Load the Licensed Programs
- Load any third party support (i.e., database and reporting) products needed by the System and/or its Licensed Programs unless the County has previously installed the products
- Create independent training, testing, staging, and production operating environments within the System Environment
- Perform installation acceptance testing to determine proper functionality before delivery to the County, and ensure that the software is accessible and functional from end-user workstations at each County-designated site

- Demonstrate that the Licensed Programs operate in the System Environment in accordance with the Contractor's specifications for these Programs

3.3 Subtask 2.3: Establish System Standard Configuration

The Contractor shall coordinate with the County to complete configuration of the Licensed Programs to meet the County broad functional and technical requirements. This includes accomplishing any initial file builds, dictionary imports, and all associated performance and integration testing.

The Contractor shall ensure that the System will pass all Solano County security requirements as set forth in the Functional and Technical requirements as well as meet all County information technology (IT) security policies.

3.4 Subtask 2.4: Provide Basic Operational Training

The Contractor shall train County staff on basic operational tasks related to startup, shutdown, backup and recovery procedures, and basic database administration tasks associated with the Licensed Programs. The Contractor shall train County staff on any required configuration and/or installation of client software on County end-user equipment (e.g., desktops, laptops) to support the Licensed Programs.

3.5 Subtask 2.5: Document Installed Baseline Configuration

The Contractor shall document in **Deliverable 4** the System hardware and software baseline as established for the installed and configured Licensed Programs**.** The Contractor shall address any special considerations of which the County should be aware for implementation and on-going operations to include: network considerations, data control, security and audit procedures; archived historical data, current data purging and data entry criteria, scheduling, disaster recovery, special quality assurance factors and configuration control requirements.

The Contractor shall document the security architecture of the System in **Deliverable 4,** showing how the System, as implemented for the County, complies with federal, State of California, and County regulations, standards, and policies regarding privacy and security.

3.6 Subtask 2.6: Certify and Accept Installed System Environment

The Contractor shall certify in writing to the County as part of **Deliverable 4** that the System Environment is ready for User Acceptance Test (Task 7). The County will review and approve this baseline document as certifying that the installation meets all the requirements outlined in paragraph 3.2 above. ***The County must accept Deliverable 4 prior to the Contractor commencing User Acceptance Test.***

4 TASK 3: SOFTWARE MEDIA AND STANDARD DOCUMENTATION

The Contractor shall deliver on electronic media (i.e., CD-ROM or DVD) all Licensed Programs, including license keys, and standard system documentation that addresses the normal operational functions of the software as well as backup and recovery steps and routine maintenance functions. Software Media and Standard Documentation (**Deliverable 5**) shall, at a minimum, include the following:

- User Manual, which details the procedural steps required for the County staff to operate the software via a user's workstation for each business functional area

- System Administrator Manual, which describes the functions to be performed by the County Server/System Administrator
- System Notes and Implementation Formulary for all essential system components.
- Third party documentation for User Manuals, System Administrator Manuals, and System Notes and Implementation Formulary for all third party software being delivered under the original contract

The Contractor shall provide at least one copy of all system documentation in hard copy. The Contractor's license shall provide the County a "right to copy" for their internal use all user documentation associated with the System.

5 TASK 4: DATA MIGRATION/CONVERSION

The Contractor shall provide, for County's review and approval, a proposed strategy and plan for (a) data clean up prior to data migration/conversion, (b) the migration/conversion of all active client identification, demographic, and benefit data, (c) the migration/conversion of all client treatment episodes where feasible for the twelve (12) months prior to cutover to production, and (d) the validation of migrated and/or converted data.

Upon approval of the Data Migration/Conversion Plan **(Deliverable 6)**, the Contractor shall aid the County in migrating/converting all data from the County's legacy systems and any additional approved systems, help validate the conversion, and document the results.

5.1 Subtask 4.1: Plan Data Migration/Conversion

The Contractor shall work with the County to plan the migration of data from the County legacy system(s) into the System. As a minimum, this task will include the import of the client data as designated by the County for all active clients or client receiving services during the period from one (1) year prior to cutover that is contained in the current County information systems – Insyst, ShareCare, PCMS, and SharePoint.

The County will identify any additional data sources, both electronic (i.e., Adobe-based progress notes) and paper (i.e., scanning of charts), that should be considered for import into the System. The Contractor will meet with the County to discuss these additional sources and provide recommendations for migrating/converting these data sources. The Contractor will document these additional data sources and the recommended migration/conversion approach in the Data Migration/Conversion Plan **(Deliverable 6)**, specifying these sources as optional. The plan should identify the costs of importing any additional sources. Tasking of the Contractor by the County to actually perform the migration/conversion of this data will be subject to the change management process established in **Deliverable 1** and the availability of additional funding.

The Contractor shall provide a Data Migration/Conversion Plan **(Deliverable 6)** based on their recommended practices and experience with their product. The plan should address:

- Approach (e.g., sample record size, representative data, increasing volume of converted data, conversion process, number of final conversion files)
- Workflow, process and procedures, including the use of any Contractor tools for data import
- Schedule, responsibilities, and required resource
- Pre-conversion requirements (e.g., data definitions and mapping, field formatting);
- Data clean-up procedures pre- and post- conversion/migration

- Approach to confirming the integrity of the data after conversion/migration and import to the System
- Contingency plan if any data cannot be converted
- Costs for any additional data (i.e., data source is not one of the identified County legacy systems)

The County shall review and accept the Data Migration/Conversion Plan prior to the performing data migration/conversion.

5.2 Subtask 4.2: Perform Data Migration/Conversion (Optional)

The Contractor shall perform the data migration/conversion in accordance with the approved plan. The Contractor shall work with the County to resolve all issues identified during the import, such as errors or data rejected during the import, until the data import is accomplished to the satisfaction of the County.

5.3 Subtask 4.3: Document Data Migration/Conversion Results (Optional)

The Contractor shall document the results of the data migration in a Data Migration/Conversion Final Report (**Deliverable 7**), documenting any remaining issues that may impact the integrity of the data imported to the System and any lessons learned from the migration process. ***The County must accept the Data Migration/Conversion Final Report before this task is complete.***

6 TASK 5: SYSTEM CONFIGURATION AND CUSTOM DEVELOPMENT

The Contractor's approach to System configuration and customization should reflect the overall implementation approach (e.g., phased by functionality, big-bang, etc.) as presented by the Contractor and approved by the County. The Contractor will have documented the general requirements and overall priorities for the configuration effort in its proposal and confirmed with the County what requirements will be considered standard functionality, what will require configuration, and what will require custom development of the Licensed Programs prior to contract award.

6.1 Subtask 5.1: Plan for Configuration/Custom Development

The Contractor, together with the County, shall:

- Review all County workflows and related data (e.g., progress notes, treatment plans, and assessments) and provide the County with recommendations for System configuration (i.e., reports and forms) and/or custom development. The Contractor shall provide documentation that outlines the approach and instructions for the configuration of its product.
- Document System baseline capabilities and processes in a System Requirements and Design Specification **(Deliverable 8)**, including all appropriate data flows, data dictionary entries, dialogue specifications, and inputs/outputs by module or subsystem. The Contractor shall document those required features that require custom development and propose the approach to achieving the desired outcome.
- Establish and maintain traceability between System features and functions, whether standard, configured, or custom developed, and County functional and technical requirements, included in the RFP and finalized at contract award.

The Contractor shall provide the County an initial Requirements Traceability Report **(Deliverable 9)** prior to the start of configuration and any custom development and updates as requested by the County.

The County must accept **Deliverable 8** prior to any custom development of the Licensed Programs being initiated in Subtask 5.3.

The Contractor shall provide a 'sandbox' environment, possibly as part of the training environment, for the County to confirm all configuration and/or customization changes to the system.

6.2 Subtask 5.2: Perform Configuration

The Contractor shall provide any additional special software tools used in the design and maintenance of the Licensed Programs and shall provide specific training to the County on the use of these special tools, such as specific templates for forms or reports.

The County may request the Contractor to assist in forms, reports, and workflow development and/or prototyping using these tools.

The Contractor shall provide an updated Requirements Traceability Report (**Deliverable 9**) based on the configuration of the System.

6.3 Subtask 5.3: Custom Development

The Contractor shall have identified in **Deliverable 8** all requirements that will require custom software development (as opposed to configuration) and have provided the County with the schedule and cost as to the implementation of the required features.

The Contractor shall complete all custom development as agreed to with the County. The Contractor shall certify in writing that the customized system modules are ready for formal testing and acceptance by the County. When the Contractor is directly responsible for any customization, the Contractor shall ensure that the customized application software has been tested by Contractor staff, is properly installed and fully operational in the County System Environment prior to release to the County for User Acceptance Testing (UAT).

The Contractor shall verify that the changes do not interfere with the correct operation of the Licensed Programs and can be maintained by the Contractor in future releases of the Licensed Programs.

7 TASK 6: TRAINING

The Contractor shall provide training support for the installed system to include planning, materials, and possible presentation. The County anticipates that all training will be conducted at County training facilities in Fairfield and/or Vallejo, CA.

7.1 Subtask 6.1: Develop Training Plan

The Contractor shall develop a Training Plan **(Deliverable 10)** specifying its recommended training approach, methods, schedules, tools, and curriculum for all levels of system users. The Contractor shall work with the County to identify the appropriate individuals that will form the core training team as well as any key users that provide on-going end-user support. The Training Plan should be organized by the major functional areas in the County and organized to allow the inclusion of future training manuals and training materials.

As a minimum, the Contractor's training plan shall address the following:

- Training for the County information technology staff and system administrator(s) in the operation, maintenance, and problem resolution procedures for the system. The training provided by the Contractor shall include database administration, resulting in complete understanding of the System's database organization and structure to include a working knowledge of the System's database design and administration requirements, application configuration (i.e., forms and workflow development), and use of report and query writer.
- Training for all staff involved in system acceptance testing. This training shall be provided in stages as the various functional components of the system are implemented.
- Training for the County end-users to include managers, clinical, financial, and administrative staff in the functions of the system available to them

The County will conduct a formal review of the Training Plan with the Contractor. This review shall be thorough and meeting minutes will be taken, describing issues requiring follow-up by the Contractor. ***The County will formally accept the Training Plan upon the Contractor's remediation of all outstanding issues related to the Plan.***

7.2 Subtask 6.2: Provide/Customize Training and Support Materials

The Contractor shall provide Training Materials **(Deliverable 11)**, to include course objectives, instructor guides, student guides, course materials and manuals (in both English and Spanish), distance learning tools and computer-based tools.

The Contractor shall deliver Training Materials in reproducible format that can be customized for use by the County. All training materials shall be easy-to-read with detailed illustrations. The Training Materials must include a list of acronyms, a glossary of technical terms, and step-by-step dialogues showing a user how to perform all necessary functions.

The County will conduct a formal review of the training materials with the Contractor. This review shall be thorough and meeting minutes will be taken, describing issues requiring follow-up by the Contractor. ***The County will formally accept the Training Materials upon the Contractor's remediation of all outstanding issues related to the Training Materials.***

7.2.1 Subtask 6.2.1 Provide Training Materials for IT Staff

The Contractor shall provide Training Materials for IT staff, including all system administration and management staff as well as all staff whose responsibilities will include database administration, application configuration (i.e., forms and workflow development), and report and query writer.

7.2.2 Subtask 6.2.2 Provide Training Materials for User Acceptance Testing

The Contractor shall provide Training Materials for County staff involved in User Acceptance Testing. This shall include both the standard training materials for all System modules, including any custom developed features.

7.2.3 Subtask 6.2.3 Provide Customized Training Materials for End-Users (Optional)

The County may request that the Contractor customize specific Training Materials for use in the education and training of the County end-users.

7.3 Subtask 6.3: Conduct Training Classes

The Contractor shall, at County direction, conduct training for County staff using manuals and materials approved by the County. Training will include “train-the-trainer” and may include direct training of end-users. The training will be consistent with the approved methodology contained in the approved Training Plan (**Deliverable 10**) and shall include the Training Materials (**Deliverable 11**) approved by the County.

The type of training required by the County and conducted by the Contractor will be determined jointly by the County and Contractor. The Contractor shall document any lessons learned related to training in the Weekly Status Report.

7.3.1 Subtask 6.3.1 Conduct Training for IT Application Support Staff

The Contractor shall conduct its standard technical training for the County information technology staff, in house or outsourced, and system administrator(s) in the operation, maintenance, and problem resolution procedures for the system. This will be for up to 10 staff.

7.3.2 Subtask 6.3.2 Conduct Training for Staff Involved in Acceptance Testing

The Contractor shall support the training for all staff involved in system acceptance testing. This training shall be provided in stages as the various functional components of the system are implemented. This may be for up to 25 staff.

7.3.3 Subtask 6.3.3 Conduct Training for the County Training Staff

The Contractor shall provide a training class for the County training staff. The County training staff is designated to train the County managers, administrators, clinicians, financial analysts, and clerical staff. This course will train the training staff on how to train the above personnel to use the system. This will be for up to 10 additional staff members.

8 TASK 7: TESTING

The Contractor shall actively participate in all formal testing activities, beginning at the unit and/or module if needed. The Contractor shall coordinate with the County to schedule all formal test activities. In no event shall the Contractor commit the County resources to a test event or test schedule prior to the County approval.

8.1 Subtask 7.1: Develop Test and Evaluation Plan

The Contractor shall develop and implement a measurable test and evaluation process to ensure that all services, deliverables, and documents called for under this contract meet the County and contract requirements prior to delivery to the County. The Contractor shall document their approach in a Test and Evaluation Plan (TEP) (**Deliverable 12**) that describes the methodology and approach that will be used by the Contractor to independently validate product performance, prior to “walk-through” and evaluation by the County or its designated agent. The TEP shall identify participants in test activities, describe the roles and responsibilities of each participant, and reference the specific test procedures. It shall also document how the Contractor plans to verify that all key functionality is tested against the contents of **Deliverable 8** and the requirements (**Deliverable 9**), how problems are documented and tracked through the correction and retesting steps, and how the test results will be reported to the County.

The TEP will address points in the Project where System testing and evaluation is required, to include:

- Installation
- Configuration of the Licensed Programs to meet the broad County requirements
- Module/feature custom development (e.g., unit test, system test, integration test)
- Interface development
- System integration activities
- System cut-over

The Contractor shall certify in writing that each level of testing is complete and accurate based upon County-approved specifications and requirements, that all identified deficiencies have been successfully corrected, that the System functions as specified, and that the System is ready for user acceptance testing.

8.2 Subtask 7.2: User Acceptance Test Scenarios and Procedures

The County will develop the User Acceptance Test (UAT) Plan. The Contractor shall help the County develop detailed Test Scenarios and Procedures (**Deliverable 13**) in support of the UAT Plan. Test Scenarios and Procedures shall tie directly to the current version of the Requirements Traceability Report (**Deliverable 9**), ensuring that each requirement is covered by a specific test scenario and/or procedure. The sequence of events shall also be specified to ensure proper verification. Each procedure shall identify who is responsible for executing the event, exactly what actions/processes are involved, how the event will be documented, and the required outcome.

The Contractor shall assist the County in creating test scripts in an electronic file format acceptable to County and creating System test data in the System test environment to allow the County to test the Licensed Programs. The Contractor shall ensure that test scripts include validation of standard forms and reports and that the test scripts are designed to validate that each System function operates properly and that overall system performance is acceptable.

8.3 Subtask 7.3: Support User Acceptance Test

County staff will conduct formal testing and document test results and problems encountered. The County or its agent(s) will oversee user testing activities to ensure that each system function operates properly and that overall system performance is acceptable.

The Contractor shall provide onsite support during UAT with phone back up as required. The Contractor shall assist in determining whether problems encountered are due to software malfunctions, problems with test data, or procedural issues. The Contractor may also be required to help implement quick fixes so that UAT can proceed.

In the event that modifications or changes to the Contractor's software are identified during testing, these modifications or changes will be treated in accordance with the change control process described in the PCD. The County and Contractor staff will re-test the system's functions that failed the first round of testing to determine that the functions work properly. The testing/software modification/re-testing process will be repeated until no significant software malfunctions exist.

User Acceptance Testing must be successful before any major element of the Licensed Programs can be placed into production (e.g., practice management, clinical, managed care, or portal).

8.4 Subtask 7.4: Provide Test Report

The Contractor shall provide a Test Report (**Deliverable 14)** that summarizes in detail formal and informal test events, test findings, action items, and lessons learned. The Contractor shall certify that all significant deficiencies have been resolved and the software is ready for production use. The Contractor shall also certify that all custom development will not void or invalidate the Contractor's software warranty and that the Contractor will maintain these features in future releases of the Licensed Programs. ***The County will review this deliverable and formally accept the tested software by its written acceptance of the Test Report.***

9 TASK 8: INTERFACE DEVELOPMENT/CONFIGURATION

The County has specified several mandatory interfaces to include State of California Department of Mental Health and Medicare Fiscal Intermediary. (Note: A list of these interfaces is provided in the System Requirements Specification, developed by FOX Systems and included in the RFP.) Additionally, the County may require custom interfaces be developed between the System and external systems.

For each designated interface, the Contractor shall configure, code if needed, and test all applications, application extensions, data conversion, and data acquisition/interfaces. The Contractor shall document the nature of each mandatory and custom interface in an Interface Control Document (ICD) (**Deliverable 15**) and provide appropriate application and System operations documentation.

For each interface under consideration, the corresponding ICD shall include the following:

- Scope of the Document identifying all systems participating in the interface
- Concept of Operations including information on the functionality of the interface, the hardware and software components, methods for data transfer, transactions involved, and security and integrity requirements
- Detailed Interface Requirements including data protocols, data formats, communications methods, and processing priorities
- Qualification Methods to verify that the interface requirements have been met
- Approvals

9.1.1 Subtask 8.1 Provide Mandatory Interfaces

The Contractor shall provide all mandatory interfaces as documented in **Deliverable 8**. The Contractor shall document and test each interface in accordance with any procedures required by the external agency (i.e., the State of California DMH for 835/837 HIPAA transactions).

The Contractor shall certify the correctness of each interface according to the criteria, policy, and procedures required by the external agency and document the complete interface in the Interface Control Document (ICD) for that interface. **(Deliverable 15A)**

9.1.2 Subtask 8.2 Prepare Custom Interface Specification

The County anticipates that there will be the need to develop interfaces between the System and other healthcare related applications to ensure coordination of client care. The County is very interested in standardizing the approach to develop these interfaces. The Contractor shall develop a formal Health Information Exchange Interface Specification **(Deliverable 15B)** that describe(s) the exchange of information (i.e., clinical, financial, administrative) between itself and external healthcare oriented system(s).

9.1.3 Subtask 8.2 Develop Custom Interfaces

During the Contract, the County may request the Contractor develop custom interfaces between the System and an external system if it becomes necessary to maintain data in both systems for coordination of client care and billing of services. The County will follow the change request procedures outlined in Configuration Management/Change Control Plan provided in the PCD (**Deliverable 1)**. Possible custom interfaces may include interfaces between the systems used by County contract providers Seneca and Laurel Creek and the NextGen, the EHR that has been selected by County Public Health.

The Contractor shall provide an Interface Control Document **(Deliverable 15C)** for each custom interface***.*** The Contractor shall develop and test the interface in accordance with the procedures outlined in the ICD.

10 TASK 9: SYSTEM CUTOVER ("GO LIVE") AND FINAL SYSTEM ACCEPTANCE

The Contractor shall support end to end system testing and final training (if required) for the final "go live". This will entail the final cutover from all the functionality in the County legacy system(s) to that provided by the System, including all mandatory interfaces. The Contractor shall provide support, on-site as required, to the County during system cutover.

The Contractor shall participate with the County in a post-implementation review meeting to identify, discuss, and determine how to resolve any issues from the system cutover. The Contractor shall work with the County to resolve all outstanding issues. All outstanding issues from cutover must be resolved before System cutover is considered complete.

The Contractor shall provide the County with an Information System Security Plan and Procedure document **(Deliverable 16)** based on the final installation and configuration of the System Environment.

The Contractor shall certify in writing to the County the successful completion of the system cutover **(Deliverable 17)**. The County will review the Contractor certification. ***The County will formally accept this certification in writing, signifying that System cutover is complete.***

> **Note:** System cutover may be phased by major System function, such as practice management followed by clinical workstation and portal. The County expects that a vendor may decompose this task into logical segments according to function. However, final System acceptance and the final payment (i.e., withholds) will be dependent on total System performance over a designated time of at least 30 days.

For final System acceptance, the System must operate in a continuous mode for at least 30 days without a major defect.

11 TASK 10: ON-GOING SOFTWARE MAINTENANCE, ENHANCEMENTS, AND SUPPORT

The Contractor shall maintain the Licensed Programs to ensure the System's continued operation in accordance with a separate, negotiated support agreement. The Contractor may also be asked to enhance the application software to meet the changing requirements of the

County and provide ongoing systems analysis, training, problem resolution and other technical support services, as required, to the County staff.

11.1 Subtask 10.1: Standard Software Support

The Contractor will provide routine maintenance support services for the system software, based upon a fixed yearly rate, in accordance with the Contractor's standard support agreement that incorporates these requirements:

Routine maintenance is considered to include the following:

- Software fixes to resolve defects. A defect is considered to be a reproducible variation from the Contractor's published documentation and specifications. If a program correction is necessary, the Contractor will either send a Patch Update that will already contain the correction or attempt to develop a fix and send it to the County with installation instructions and additional documentation as soon as the fix has been implemented and tested.
- Software updates that provide minor fixes to the product(s). The Contractor shall notify the County via e-mail when an update is available, a detailed list of what issues it addresses, and instructions for obtaining it. Updates should include revised documentation affected by the update, including any recommendations for training on the update by the Contractor.
- New program versions/enhancements that provide major changes or improvements to the product(s). All new versions or enhancements of the Contractor's Licensed Programs, that the County has purchased, released during the duration of the support agreement shall be available to the County at no additional charge. This shall include the Contractor's standard documentation and training materials.
- Provisions to ensure ongoing compliance with Federal or State of California mandates applicable to mental health and substance abuse programs affecting the use or operation of the Licensed Programs

All System software and documentation fixes, updates, or versions/enhancements will be made available to the County free of charge, either via electronic download or media shipment. All software fixes, updates, or versions/enhancements shall continue to be subject to the same terms and conditions of the original License Agreement.

Under this task, the Contractor shall provide to the County the following services:

- Distribute any software upgrades or version replacements to which the County is entitled under the software license along with updated user and operational documentation. If requested by the County, assist in its installation in the test environment and migration to production.
- Provide Tier 3 support for up to five (5) contacts designated by the County. The Contractor shall respond to all support requests from the County staff in a timely manner. This includes requests to: fix a defect in existing application code, diagnose problems, resolve problems by working in partnership with the County personnel, and configuration changes to the System.
- Provide the necessary information so that the County can maintain compatibility and integration with the Contractor's system environment, including operating system upgrades or changes, network modifications, updates to any 3rd party reporting tools, and so forth which have been implemented in conjunction with this project. The County

will notify the Contractor in a timely manner of any critical infrastructure changes so that any required analysis, recommendation and/or configuration changes by the Contractor can be implemented as quickly as possible.

- Utilize the Contractor's standard procedures for problem prioritization and escalation, including the Contractor's stated problem escalation and resolution guidelines based on their severity index for categorizing and prioritizing application code errors as documented in the PCD. The Contractor shall correct any errors in their application code that the County reports or which the Contractor identifies within a reasonable (and agreed upon) period, depending upon the severity of the error as outlined in the following table.

Priority	0	1	2	3
Description	**Critical**	**High**	**Medium**	**Low**
Criteria	• Problems in completing 10% or more of business transactions • Problems having an immediate adverse impact to business • Disruption in service to 10 or more end-users due to software failure • No acceptable workaround to the problem	• Problems in completing 3-10% or more of business transactions • Problems having an adverse impact to business within 24 hours • Disruption in service to 5 – 9 end-users due to software failure • Acceptable and implemented workaround to the problem • VENDOR: Licensed Program or a material Licensed Program functional component is not operational	• Minor impact on business transaction (<1%) • Disruption in service to less than 5 end-users • Minor disruption in service to end-users • VENDOR: Less critical functions, such as low impact screens and report printing errors	• Questions and requests for information • VENDOR: Problems not having a major impact on the Licensee's ability to run the Licensed Program but which obviously requires correction.
Response Time	Within 1 hour	Within 4 hours	Next business day	Next business day
Target Resolution	Within 24 hours	Within 2 business days	Within 5 business days	Within 10 business days Note: Resolution may be description of future release.
Possible Nature of Resolution	Fix or workaround	Fix or plan with scheduled target date for implementation of correction	Fix or plan with scheduled target date for implementation of correction	Description for Future Release

- Toll-free number and direct telephone support available during normal County business hours (8 to 6 Pacific Time), exclusive of the County or Contractor holidays. The

Contractor shall provide its holiday schedule to the County at Contract start and report any changes to the County Project during the project.

- Capability for emergency support after hours and on holidays
- Web-enabled customer support and e-mail. All e-mail requests from authorized personnel will be responded to within 24 hours
- Access for designated County users to information, tools, techniques and procedures that can assist in the resolution of problems and reduce the need for the County to transfer problems to Contractor staff. The support area of the Contractor's web site shall contain on-line access to the problem reporting, tracking and resolution database (i.e., trouble tickets), searchable knowledge base and e-mail subscriptions services.

The County agrees to:

1. Maintain the Software on a standard platform in normal, unmodified operating conditions as determined by the Contractor's current revision level.
2. Document all support requests in writing that includes the user's name, telephone number, e-mail address, description of the problem, and any additional information requested by the Contractor.
3. Install Software maintenance updates when provided by the Contractor and determined by the County not to impact the operation of its production systems. The County agrees to maintain all production systems according to standards established by the County and the Contractor (e.g., anti-virus, patch management), (Note: This is only if the System is hosted at the County.).

11.2 Subtask 10.2: Additional Professional Services

During the Project, modifications or enhancements of the Licensed Programs may be required. Modifications (i.e., software deficiencies) or modifications that are determined to be the Contractor's responsibility shall be resolved at no cost to the County, including testing of any revisions to the Licensed Programs (installed at the County) that are considered system upgrades. For all other instances, the Contractor will provide a firm, fixed price for additional professional services to provide the required modification or change. These services shall be provided based on a fixed hourly rate. The hourly rate for these services shall represent the composite rate for systems analysis and programming services and will be exclusive of travel costs if on-site service is required.

In the event that the County requests a modification or enhancement of the functionality of the Licensed Programs, the Contractor and the County shall employ the change management approach outlined in the approved version of the PCD (**Deliverable 1)** to formally document, assess, authorize, and track all modifications, including associated statement of work, functional, and technical requirements, target completion dates and firm, fixed costs.

At a minimum, the Contractor's change management process, documented in the approved PCD, shall address the following:

- Content of original change request from County (to include Statement of Work, functional, and technical requirements, priority of request, and estimated budget), impact assessment of the change (performed by the Contractor), and the final change order package (to include functional description and/or design document, project work plan with estimate of hours for the completion of the change, and cost).

- Approval process. The County Project Manager must specifically approve each change order before the Contractor performs the requested change.
  - Testing and acceptance process. The Contractor shall test the software after the implementation of the modifications or change and certify that the modified software functions properly before it is delivered to the County and installed in the County system environment.

Addendum VII

Organizational Capacity, Personnel and Experience

Corporate Profile Questionnaire

Vendors must provide their response to the statements and sections below. Responses can be entered directly into the tables, where applicable, and/or into the expandable text boxes of this RFP document.

1.0 Background and Capacity

1.1 Prime Contractor

In the sections below, please respond with information about the prime contractor for this proposal.

Prime Contractor

Corporate Name:	
Name of Parent Corporation (if applicable):	
Corporate website address:	
Proposed Product(s):	
Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number	
Is your company registered with the California Secretary of State to do business in California?	
Contact Name:	
Contact Address:	
Contact Email:	
Contact Telephone:	

Prime Contractor Years in Business

Prime Contractor Type of Company

(Check all that apply)

Software Manufacturer:	
Value-Added Reseller:	
Consulting Firm/System Integrator:	
Other (Specify):	

Prime Contractor Legal and Ownership Structure

Provide information about the Prime Contractor's Legal and Ownership Structure (e.g. Public Company, Privately Held Corporation, Stock Exchange Symbol, Dun & Bradstreet number).

Name(s) of Individual(s), if any, owning 25% or more in the Prime Contractor

Number and Locations of Prime Contractor's Corporate Offices

Sub-Contractors

List all other companies who may serve as sub-contractors during the course of the proposed system implementation. For each listed company, please note the associated products which are proposed to address the functional, technical and data requirements of this request for proposal.

Sub-Contractor 1

Corporate Name:	
Proposed Product(s):	
Contact Name:	
Contact Address:	
Contact Email:	
Contact Telephone:	

Sub-Contractor 2

Corporate Name:	
Proposed Product(s):	
Contact Name:	
Contact Address:	
Contact Email:	

Contact Telephone:	

Sub-Contractor 3

Corporate Name:	
Proposed Product(s):	
Contact Name:	
Contact Address:	
Contact Email:	
Contact Telephone:	

Financial and Market Information

Prime Contractor's Installations and Contracts

Please provide the total number of current customer organizations by Market Category. If a customer organization uses your solution in multiple Market Categories, count one install for each Market Category in the table below:

Market Category	Total # of Active Installs	# of Active California Installs
a. Behavioral Health		
1. **Public** sector **out**-patient		
2. **Private** sector **out**-patient		
3. **Public** sector **in**-patient		
4. **Private** sector **in**-patient		
b. Medicine/Surgery		
c. Public Health		
d. Mental Retardation/Developmental Disabilities		
e. Social Services		
f. Other (specify)		
g. Total		

Prime Contractor's Source of Revenue

Please provide the source of revenue for the prime contractor as indicated below. Last Year's Revenue Ratios (a. – h. should total 100%):

Revenue Category	Percentage of Total Revenue (column should total 100%)

a. Software Licenses/Fees	
b. Custom Programming, Configuration, Data Conversion	
c. Implementation and Training	
d. Hardware Sales	
e. Software Maintenance	
f. Hosting/ASP Fees	
g. Consulting Fees (not included above)	
h. Other Revenue	
i. Total	100%

Prime Contractor's Financing – Revenue and Sales Volume

A. Please provide the prime contractor total revenue for each of the past 3 years, and include in parenthesis the % generated from behavioral health implementations similar to the one described in this RFP:

	Total Revenue	**Revenue from Similar Behavioral Health Implementations**
2007:		
2008:		
2009:		

C. Please provide the number of new customer contracts executed within the last 3 years:

	All Contracts	**Behavioral Health Contracts**
2007:		
2008:		
2009:		

D. What is the average contract size (dollars) in last 3 years?

	Average all Contracts	**Average Behavioral Health Contracts**
Dollars		

E. What is the size of the largest contract (dollars) in last 3 years?

	Any Contract	**Behavioral Health Contract**
Dollars		

Leadership, Staffing and Infrastructure

Prime Contractor's Leadership

Please provide a brief biographic summary for each of the following positions in the Prime Contractor organization:

Chief Executive Officer:

Chief Financial Officer:

Product Development Executive responsible for the behavioral health product line:

Implementation Executive responsible for the behavioral health product line:

Technical Support Executive responsible for the behavioral health product line:

Prime Contractor's Strategic Plan

Please describe your strategic plan to develop and sell information systems in the public sector behavioral health area. Using today as a base point, where do you expect your company to be in the next 5 years? How does your plan address the national economic situation? Please take care to address your strategy for the public sector.

Participation in Trade Associations and Standards-Setting Bodies

Please describe your participation in trade associations and standard-setting organizations germane to the Behavioral Health arena.

Prime Contractor's Mergers, Acquisitions, and Partnerships

Please describe any current or recent (previous 24 months) mergers or acquisitions by your company. Please note the name of any company relevant to such corporate activity and the dates of acquisition or merger. Please explain how these actions will benefit your corporation's capacity.

Prime Contractor's Contract Termination History

During the past 24 months, please note by organization name, any customer that initiated contract terminations for the solution being proposed for Solano County. Cite the date of termination, the customer contract manager, and the listed contact information.

Organization	Termination Date	Name of Customer Contract Manager	E-mail	Telephone

Legal History

Has your corporation ever been sued? If so, what was the nature of the complaint and what was the outcome?

Contested Proposals

Has your firm contested any competitive procurement process within the last 3 years? If so, on what basis was the decision or process contested? What was the outcome?

Prime Contractor's Human Resource Allocation

Please provide the following information regarding your current staffing. Indicate the percentage of staff that are currently sub-contractors.

Category	Full Time Equivalent (FTE) 2009	Percent Sub-Contractor
Total Employees		
Installation / Setup		
Research and Application Development		
Application / Technology Support		
Customer Service / Helpdesk Support		
Other technical staff		
Those with Clinical Backgrounds:		
Physicians / Psychiatrists		
Psychologists		
Nurses (RN and LVN)		
Other Clinicians		

Capacity and Strategy for Human Resource Growth

Assume that your company is awarded several contracts with California counties. Further, assume the new contracts are spread throughout California and that 5 counties wish to have operational systems within 24 months. Drawing on this hypothetical (but possible) scenario, please describe your strategy for meeting the associated resource demands.

Ability to Service California Counties

Counties in California have many federal, state and local mandates with which they must comply. These mandates have changed significantly in the past, and will continue to change in the future. In the sections below, please describe your firm's approach to servicing California counties.

Current California County Operations

Please note the indicated information for each of your current behavioral health California County contracts (add rows as necessary).

County Name	Date of Original Contract	Status: (C)Contracted but not started (I)Implementing (O)Operational	Product Name	Your (vendor's) Implementation Project Manager Name

If warranted, please discuss briefly why you consider the above noted current customers are relevant to the Solano County's project.

Current California Non-county Behavioral Health Contracts

Please note the indicated information for your current California behavioral health (non-County) contracts. Include non-profit and for-profit behavioral health organizations.

Organization Name	Date of Original Contract	Status: (I)Implementing (O)Operational	Product Name	Your (vendor's) Implementation Project Manager Name

Please discuss briefly why you consider the above noted current customers are relevant to the Solano County's project.

National Customer Contracts

Please indicate the 5 active customer sites outside of California that you believe are most relevant to California county behavioral health requirements.

Organization Name	State	Date of Original Contract	Organization Type (e.g. behavioral health, healthcare)	Name of Installed Product

Please discuss briefly why you consider the above noted current customers are relevant to the Solano County's project.

Relevant California Experience

Briefly describe how your past work with customers has prepared your organization to provide service to California county customers. In particular, indicate two key recent contracts in which you have provided services to a customer base with a similar multi-disciplinary, out-patient service delivery system. Note how you have worked to assist your customers with governmental regulations relevant to your system.

Plan for Content Expertise in the California Regulatory Environment

As in many States, California has a demanding and dynamic set of regulations which affect the operation of key elements of county behavioral health programs. How does your organization secure and retain personnel with expertise in California requirements?

References and Qualifications of Vendor and Key Staff

Considering the scale and scope of this project, in the sections below please provide three (3) customer references including contact information, date, and brief overview of the project. References citing projects performed in the Public Sector are preferred.

Vendor References

First customer reference for Vendor:

Reference Contact Information	Completion Date

Overview of project:	

Second customer reference for Vendor:

Reference Contact Information	Completion Date
Overview of project:	

Third customer reference for Vendor:

Reference Contact Information	Completion Date
Overview of project:	

Project Manager Background

Please provide a biographical summary and reference for the staff person that would likely be assigned to be the project manager of the Solano County implementation of your proposed system. Include any professional affiliations related to project management.

Project Manager Reference (primary choice): Please provide a reference that can speak to the project managers' skills, abilities and personality.

Reference Contact Information	Completion Date
Overview of project:	

Alternate Choice #1 Project Manager Background

If the primary choice for project manager is unavailable for, or becomes unavailable during, the Solano County implementation of your proposed system, please provide biographical summary and reference of an equivalent staff person that would likely be assigned to the Solano County implementation:

Alternate PM #1:

Alternate Choice #1 – Project Manager Reference: Please provide a reference that can speak to the project managers' skills, abilities and personality.

Reference Contact Information	Completion Date
Overview of project:	

Trainer Qualifications

Please provide a brief summary of qualifications of the representative training lead that would be assigned to the County's project.

Involvement of Mental Health Consumers and Family Members

The full benefits of an EHR system will only be fully realized if consumers and family members accept and use the system. Please provide a description of your approach and experience involving mental health consumers in planning and implementation of your systems.

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ADDENDUM IX
STATEMENT OF ACKNOWLEDGMENT OF ACCEPTANCE OF EXHIBIT 1 – SOLANO COUNTY STANDARD CONTRACT, EXHIBITS C AND D FORM

RFP #G099-9022-10
PROPOSER AGENCY NAME_____

Complete either 1) or 2) below:

1) I, the undersigned, certify that I am legally authorized to contractually bind the agency listed below. I further certify by signing below that I have reviewed the Exhibit 1, Solano County Standard Contract, Exhibits C and D, and accept it <u>without</u> qualification.

_____	_____
Signature	**Date**
_____	_____
Print Name	**Agency**
_____	
Title	

2) I, the undersigned, certify by signing below that I am legally authorized to contractually bind the agency listed below. I further certify by signing below that I have reviewed the Exhibit 1, Solano County Standard Contract, Exhibits C and D, and accept it <u>with</u> the following qualification(s).

A. _____
B. _____
(attach one separate sheet if necessary)

_____	_____
Signature	**Date**
_____	_____
Print Name	**Agency**
_____	
Title	

EXHIBIT 1

County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBOBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME _____

2. The Term of this Contract is:

3. The maximum amount of this Contract 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 this Contract:

Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the ___ day of _____, 20___.

CONTRACTOR	COUNTY OF SOLANO
CONRACTOR'S NAME	AUTHORIZED SIGNATURE — DATED
SIGNATURE — DATED	TITLE Approved as to Content:
PRINTED NAME AND TITLE	DEPARTMENT HEAD OR DESIGNEE — DATED Approved as to Form:
ADDRESS CITY — STATE — ZIP CODE	COUNTY COUNSEL — DATED ADDRESS CITY — STATE — ZIP CODE

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

EXHIBIT B

BUDGET DETAIL & PAYMENT PROVISIONS

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$5,000,000** **$1,000,000 if entity is a nonprofit agency (must show proof of nonprofit status)**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano , its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano , its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano . This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor’s manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor’s professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code

section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under

investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS; SIGNATURES BY FACSIMILE OR PDF

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed to be original copies.

37. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding paragraph 4 of Exhibit C, and unless terminated by either party prior to June 30, 2013, at County's sole election, this Contract may be extended from July 1, 2013 through September 30, 2013 to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. ADDITIONAL REQUIREMENTS FOR PAYMENT

Contractor must complete and attach a Solano County Proposer Claim form, in the form attached to this Contract as Exhibit D-1, to all invoices submitted for payment.

3. ADDITIONAL INSURANCE

In addition to the insurance required in Section 7 of Exhibit C, Contractor shall maintain the following insurance:

Professional liability/Malpractice insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars ($1,000,000.00) combined single limit per claim and in the aggregate.

4. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-2.

5. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibit D-3 and Exhibit D-4.

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit D-5.

7. REPORTS

A. Contractor shall provide management of program information in a format as required by County Health and Social Services Director or designee.

B. Contractor shall provide County, to the satisfaction of County Health and Social Services Director or designee, with budgets and reports of planned and actual expenditures, the units of services provided, a description and reference to the appropriate regulation describing such service, and revenues for services provided under this agreement.

C. Contractor shall, without additional compensation therefore, make further fiscal program evaluations and progress reports as required by County or the State immediately following the completion of the Contractor's fiscal year, or at termination of this agreement.

D. Contractor shall submit to County Health and Social Services Director or designee an expenditure and revenue report for the preceding twelve (12) months, or portion thereof. Such report shall be prepared in accordance with the procedures that are provided in writing by County Health and Social Services Director or designee.

8. PATIENT RIGHTS

A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.

B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:

(1) Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;

(2) They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

9. CULTURAL COMPETENCE

A. Contractor shall provide services pursuant to this agreement in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements." Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference. County and Contractor compliance with cultural competence requirements is defined in Welfare and Institutions Code section 14684 (h) as "Each mental health plan shall provide for culturally competent and age-appropriate service, to the extent feasible. The plan shall assess the cultural competence needs of the program. The plan shall include, as part of the quality assurance program required by Section 4070, a process to accommodate the significant needs with reasonable time lines."

B. Agencies which provide mental health services to Medi-Cal beneficiaries under contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions including:

(1) Development and assurance of compliance with administrative and human resource policy and procedural requirements;

(2) Participate in agency cultural competence self-assessment, the protocol of which will be provided by County of Solano Mental Health Services;

(3) Culturally sensitive service provision including assurance of language access through availability of bi-lingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services; participate in county and agency sponsored training programs to improve the quality of services to the diverse population in Solano County; participate in county of Solano Mental Health Services quality management program to assess the access, appropriateness and outcomes of services delivered by Contractor.

10. QUALITY IMPROVEMENT

A. Contractor shall meet and maintain all requirements for certification as a MediCal Provider Site, as outlined in the Solano County Mental Health Division MediCal Certification Tool, which is incorporated into this Contract by this reference, including but not limited to:

(1) Participation in additional certification review as necessary following changes in ownership, site location, organizational and/or corporate structure, programs and/or services provided.

(2) Written notification from the designated Head of Service to the Deputy Director of the Department of Health and Social Services, Mental Health Division of any changes more than 60 days in advance of such changes occurring.

(3) Participation in additional certification review as necessary following significant staff changes such as a change in the person designated as Head of Service.

B. Contractor shall maintain medical records in such a manner that all required documentation to independently establish the medical necessity of all services provided by the Contractor, as outlined in California Code of Regulations, Title 9, are present, which includes, at a minimum, the following documents:

(1) Client whose Coordinated Service Unit Initial Opening Date is

less than 12 months:

a. Initial Assessment;

b. Initial Client Services Plan (with client signature);

c. Client Services Plan Addendum (if Contractor was not authorized on the original Client Service Plan); and

d. Service Authorization form

(2) Client whose Coordinated Service Unit Initial Opening Date is more than 12 months, in addition to the above, shall also have:

a. Update of client information completed within the last 12 months; and

b. Client Services Plan (with client signature), completed within the last 12 months.

C. Contractor will maintain a County-approved written Quality Improvement Plan, which meets the County and State Department of Mental Health guidelines for such a program. The plan shall include mechanisms by which the Contractor will evaluate the appropriateness of client admission, treatment and length of stay based on the medical necessity and specified behavioral criteria for the program. The plan will also include procedures addressing the quality of clinical records, internal medical record review policies, and for those agencies authorized to provide medication services, medication monitoring policies.

(1) Contractor shall maintain on file, at its facility, documentation of minutes and the implementation of the Quality Improvement Plan in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Such records and minutes shall be made available to County Quality Improvement Unit staff during each chart review and at other times upon request.

D. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

E. Contractor shall adhere to all standards and expectations as set forth in the Organizational Provider Manual.

11. PROBLEM RESOLUTION PROCESS – Grievance, Appeal, Expedited Appeal, and Fair Hearing Procedures

A. The Contractor shall develop, have and maintain an acceptable problem resolution process that meets requirements of California Code of Regulations title 9, § 1850.205 through § 1850.209 for service related issues for all Medi-Cal specialty mental health services.

B. This requirement may be met if the Contractor adopts and implements the established Solano County Health and Social Services Department's Mental Health Grievance, Appeal, Expedited Appeal, and Fair Hearing Procedures, which is incorporated into this Contract by reference.

12. SPECIAL INCIDENT REPORTING

Contractor shall provide written notification to County of any critical incidents and outcomes that may have occurred at their facility, County owned facility, or to the staff or clients under the Contractor's jurisdiction. Contractor shall prepare a Health and Social Services Department "Incident Report" form (48-18), attached as Exhibit D-6, in accordance with Solano County Health and Social Services, Mental Health Policy and Procedures within 48 hours of the incident. Contractor shall make all records relevant to the incident available to County in order for County to properly investigate the incident as required by the State Department of Mental Health.

13. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-7, indicating that voter registration activities are actively conducted.

14. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

Exhibit D-1

Proposer Claim form

SIMONA PADILLA-SCHOLTENS, CPA
AUDITOR-CONTROLLER

PROPOSER CLAIM
(For H&SS Use Only)

AUDITOR-CONTROLLER'S OFFICE ONLY
CLAIM NO.
PROPOSER NO.
WARRANT ISSUED DATE

NAME AND ADDRESS OF PROPOSER	ORGANIZATION TITLE

Acct Key	Subobject	JL Key	JL Subobject	Misc	Encumbrance	Contract	Period	Amount	P or F Payment
							TOTAL	$ -	

CERTIFICATE OF PROPOSER (CLAIMANT):

I hereby certify upon my own personal knowledge that the above claim and the statements, items, and amounts as forth are true and correct; that no part has been paid; therein set that the amount claimed is justly due and is presented within one year after the last item has thereof I further certify that all contractor directors and therefore accrued. employees (i) are not currently excluded, debarred, or otherwise ineligible to participate officers, "Federal Healthcare but in the federal health programs as defined in 42 USC § 1320a-7b(f) have not not, to Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense (the the provision of healthcare items or the best Federal related to yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal services any state healthcare programs, and Healthcare Healthcare Programs or (iii) are of its knowledge, under investigation or otherwise aware of any circumstances which may result in excluded from participation in the Contractor being Programs or any state healthcare programs.

SIGNED: _____

PAYMENT OF: ENTER ANY EXPLANATORY REMARKS BELOW. ATTACH INVOICE. (30 character limit)

PREPARED BY: **PHONE:** **06/16/09**

CLAIMANT WILL NOT WRITE IN THE SPACE BELOW THIS LINE

CERTIFICATE OF DEPARTMENT HEAD	CERTIFICATE OF AUDITOR-CONTROLLER
I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were ordered for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth above, with the exceptions noted. $ -	I hereby certify that the computations are correct and the claim is therefore approved for payment.
Department Head	**Auditor-Controller**

EXHIBIT D-2

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace;
   (b) The person's or organization's policy of maintaining a drug-free workplace;
   (c) Any available counseling, rehabilitation and employee assistance programs; and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free policy statement; and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

EXHIBIT D-3
CHILD ABUSE REPORTING REQUIREMENTS

Penal Code section 11166, requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature:

Name:

Title:

Date:

EXHIBIT D-4

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Welfare and Institutions Code section 15630 requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

1. Health facility
2. Clinic
3. Home health agency
4. Educational institution
5. Sheltered workshop
6. Camp
7. Respite care facility
8. Residential care institution including foster homes and group homes
9. Community care facility
10. Adult day care facility, including adult day health care facilities
11. Regional center for persons with developmental disabilities
12. Licensing worker or evaluator
13. Public assistance worker
14. Adult protective services agency
15. Patient's rights advocate
16. Nursing home ombudsman
17. Legal guardian or conservator
18. Skilled nursing facility
19. Intermediate care facility
20. Local Law enforcement agency
21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Name: _____ Signature: _____ Title: _____ Date: _____

Supervisor's Name: _____ Signature: _____

EXHIBIT D-5

SOLANO COUNTY

HIPAA BUSINESS ASSOCIATE CERTIFICATION

45 C.F.R. Parts 160-164

(Contractor Name)

The Contractor or grant recipient (hereinafter "Contractor") named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
   (a) For functions and activities on the County's behalf;
   (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
   (c) As required by law.
   (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
   (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).

2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.

3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.

4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).

5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.

7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.

8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.

9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.

10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.

11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).

12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).

13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.

14. Upon termination of this Agreement for any reason:
    (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
    (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
    (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
    (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying

the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.

16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

_____
Contractor or Grant Recipient Signature Date

_____
Official's Name (type or print)

_____
Title Federal Tax ID Number

EXHIBIT D-6

County of Solano
Health & Social Services Department
INCIDENT REPORT

Type of Incident: ☐ Bomb Threat ☐ Vandalism ☐ Theft ☐ Assault ☐ Other Threat(s)

☐ Other- _____

Date and Time of Incident: _____ Location: _____

Incident Directed Against (Name/Facility) _____

DESCRIBE THE INCIDENT FULLY. What happened? Give exact words used by you and others, including any "four letter" words that may have been used.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

If known, provide the name of the subject/perpetrator: _____
If appropriate, provide the subject's physical description:
☐ Male ☐ Female Race: _____ Hair Color: _____ Eye Color: _____
Build: ☐ Very Thin ☐ Thin ☐ Medium ☐ Stout ☐ Heavy Approximate Height: _____
Clothing: _____
Age: ☐ Under 16 ☐ 17 - 20 ☐ 21 - 30 ☐ 31 - 40 ☐ 41 - 50 ☐ 51 - 60 ☐ 61 - 70 ☐ Over 70
_____

Name: _____ Signature: _____ Date: _____

Name of Supervisor: _____ Initials of Supervisor: _____

IMMEDIATELY FORWARD A COPY OF THIS REPORT TO THE SPECIAL INVESTIGATIONS BUREAU
Use the reverse side of this form for any additional comments/remarks
48-1-8 (rev. 02/2001)

County of Solano
Health & Social Services Department
INCIDENT REPORT
Additional Comments/Remarks

EXHIBIT D-7

NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

CONTRACT NAME

SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

UNDER CONTRACT WITH Solano County Health and Social Services Department (Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano . The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,

2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and

3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date, in the county below, is made under penalty of perjury under the laws of the State of California.

Official's Name/Title: _____

Signature: _____

Date: _____ County: _____