

**LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH**



**REQUEST FOR PROPOSALS
FOR AN
INTEGRATED BEHAVIORAL HEALTH
INFORMATION SYSTEM (IBHIS)**

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1.0 INTRODUCTION

1.1 PURPOSE

The County of Los Angeles (County¹) Department of Mental Health (DMH or the Department) is seeking proposals from qualified vendors to install, set-up, configure, implement and maintain a commercially available off-the-shelf (COTS), web-enabled integrated software application, which shall meet all the functional and technical requirements set forth in Appendix A (Statement of Work), Appendix B (Technical Solution Response) and Appendix D (Maintenance and Support Services) of this Request For Proposals (RFP) with minimal customizations. The combined clinical, administrative, and financial system will comprise and be known as the Integrated Behavioral Health Information System (IBHIS, and as further defined in the Agreement, as the System). The proposed System must have a track record of success in other mental health service delivery organizations comparable in size and complexity to DMH and must have the functional ability to support the State of California Department of Mental Health (SDMH) Medi-Cal and federal Medicare programs. DMH invites qualified firms to submit a firm fixed price proposal to provide a fully integrated System as defined herein.

The ultimate goal of DMH is to migrate to a paperless health record environment by obtaining a product that will enable the Department to meet the federal and state mandates for an Electronic Health Record (EHR) and meet County's Strategic Plan goal to achieve a seamless electronic exchange of selected health and human services data across County providers. The proposed System will replace DMH's existing legacy mainframe-based Mental Health Management Information System (MHMIS) and the web-based "wrapper" of the MHMIS known as the Integrated System (IS), which was implemented in 2004 to meet Health Insurance Portability and Accountability Act (HIPAA) Transaction and Code Set requirements.

The proposed System will be pilot tested twice using a subset of directly operated programs in both field and clinic based settings. Authorizations, claims submission, processing, and administration will also be tested for both Directly Operated Facilities and Contract Providers. The proposed System will be deployed to all DMH operated providers upon the successful completion of two (2) pilot tests. Contract Providers of mental health services will access selected information in the proposed System through a secure web-enabled portal and submit claims and other business and clinical transactions through Electronic Data Interchange (EDI) processes.

¹ Defined terms are denoted by initial capitalization. Unless terms are defined herein, definitions are provided in Appendix A (Statement of Work), Appendix D (Maintenance and Support Services) and Appendix F (Glossary) if they are Department-specific terms; otherwise, they are provided in Appendix E (Sample Agreement), Paragraph 1.4 (Definitions). In addition, Appendices may contain Appendix-specific definitions.



1.2 IBHIS PROCUREMENT PROCEDURES

- 1.2.1 This RFP establishes guidelines, criteria, and procedures for submitting proposals. It is the duty of each Proposer to thoroughly review the entire RFP, including all Attachments and Appendices, for terms, conditions and requirements that are included throughout this RFP. Proposals must be received by County by **3:00 p.m., Pacific Standard Time, on February 18, 2010**, to be eligible for consideration. Late proposals will not be accepted.
- 1.2.2 Proposers with relevant COTS product offerings and who are experienced in the design, development, implementation, maintenance, and operations of the systems and services described in Section 1.1 (Purpose) are invited to respond to this RFP. Proposers **must** meet the minimum mandatory requirements detailed in Section 3.2 (Minimum Mandatory Requirements). Failure to meet the minimum mandatory requirements shall result in elimination of the Proposer from further consideration, as determined by County in its sole discretion.
- 1.2.3 The evaluation of proposals is a multi-phased process as described in Section 6.0 (Selection Process and Evaluation Criteria). County may, at its sole discretion, reject any or all responses submitted in response to this RFP at any time. County shall not be liable for any costs incurred by any Proposer in connection with the preparation, submission, or presentation of any proposal.
- 1.2.4 DMH recommendation for Contractor selection is subject to approval by the County's Board of Supervisors (the Board). In its sole discretion, the Board may enter into an Agreement with one (1) prime Contractor for the IBHIS, governing the Work described in this RFP.
- 1.2.5 The selected Contractor shall provide the IBHIS, fully developed and as further detailed in Appendix E (Sample Agreement), implemented according to County requirements; shall benchmark and verify IBHIS performance, and shall perform continuing support, modifications, and Enhancements, in each case as further set forth in the Specifications. County shall own, without limitation, all IBHIS data as well as all information pertaining to the design and configuration of the County's technical infrastructure relating to the System. Contractor shall furthermore implement and otherwise provide all software necessary to manage and operate the Application Software.
- 1.2.6 Any resultant Agreement will be a deliverables-based contract with a total Contract Sum for all Work.



1.3 RFP TIMETABLE

The following timetable is tentative for this RFP and is subject to change without notice to the Proposers at the County's sole discretion:

All dates refer to Pacific Standard Time

➤ Release of RFP	November 18, 2009
➤ Release of RFP Orientation	November 24, 2009
➤ Request for a Solicitation Requirements Review Due Date	December 04, 2009
➤ Written Questions Submission Due Date	December 09, 2009
➤ Enhanced File Transfer (EFT) Access	
Application Due Date	December 09, 2009
➤ Questions and Answers Released	January 13, 2010
➤ Proposal Due Date	3:00 p.m. (PST) February 18, 2010

1.4 BASIS OF RESPONSE TO THE RFP

The RFP, including all Attachments and Appendices as listed in the Table of Contents, sets forth County requirements for the IBHIS. Proposers should formulate and base all responses solely from the information contained in this RFP. Should the County determine any material changes to this RFP are required, an addendum to the RFP will be released. It is the Proposer's responsibility to identify any perceived points of conflict or ambiguity and to request interpretations or clarifications about any language in the RFP. Clarification or explanations may be provided in the form of written responses to written questions submitted by Proposers (see Section 4.3 (Proposers' Questions)).



2.0 IBHIS PROJECT

2.1 BACKGROUND

Los Angeles County is one of the largest counties in the nation. The County covers four thousand (4,000) square miles, and has eighty-eight (88) incorporated cities and more than one hundred and thirty (130) unincorporated communities. More than ten million (10,000 000) people reside in Los Angeles County. DMH serves, directly and/or through contracted providers, approximately one-quarter of a million residents each year, making it the largest mental health service system in the nation. The Director of Mental Health serves as Public Guardian, acting as conservator for persons gravely disabled by mental illness and as appointed by the court for the elderly. The Director is also the County's Conservatorship Investigation Officer and has the responsibility to assure that patients' rights are protected in all public and private programs providing involuntary assessment, care, and treatment. To learn more about the Los Angeles County Department of Mental Health, we suggest viewing our website at: <http://dmh.lacounty.gov/>. In addition, the Department's budget information can be found in the County of Los Angeles 2008-09 Final Budget, pages 147 – 148 at: http://file.lacounty.gov/lac/cms1_115150.pdf.

- 2.1.1 In recent years the Department has transformed into a client-centered, family-involved, and recovery-oriented service delivery system with a comprehensive, multi-level, multi-disciplinary, community-based umbrella of services, provided through a network of public, non-profit and for-profit providers. DMH's progress in its mission requires increased consideration and focus on who the Department serves, the quality of service provided, optimized use of resources and, most importantly, effectiveness in assisting people with mental illness along the road to recovery. Specifying, selecting, and implementing the IBHIS is one of the more important and measured steps DMH can take toward fulfilling these expectations.
- 2.1.2 In November 2004, voters in California passed Proposition 63, now called the Mental Health Services Act (MHSA). MHSA provides a great opportunity for DMH to reengineer the way it delivers mental health services, but it also requires significantly improved automated support in order to meet State expectations for performance and outcome measures reporting. DMH cannot meet MHSA program transformation and reporting expectations with its current information system. The IBHIS will automate DMH clinical and administrative operations, and replace both the MHMIS and the IS for claims processing functions. The IBHIS will bring the operation of our mental health system into alignment with 21st century expectations.
- 2.1.3 DMH is a diverse complex organization that functions both as a provider and as a health plan (i.e., a payer and administrator) for delivering mental health services to its County population.



- 2.1.3.1 DMH provides a range of mental health services to people of all ages, including adults who are functionally disabled by severe and persistent mental illness, or who are temporarily impaired or in situational crisis, and children and youth who are seriously emotionally disturbed and diagnosed with a mental disorder, as well as special education students referred by local schools and educational institutions or those who are in the foster care system. DMH also serves a small number of juvenile clients receiving services outside of the DMH provider network in other California counties and sometimes in other states.
- 2.1.3.2 DMH services include mental health assessment, crisis intervention, case management, recovery-oriented psychotherapy, rehabilitation intervention, and medication support. Services are provided in a broad array of settings including community clinics, on the streets, at home, in board-and-care homes, foster care facilities, in jails, and in juvenile halls and probation camps as further detailed below.
- 2.1.3.3 DMH does not directly operate inpatient facilities, but does capture episode information, process claims for a subset of these facilities, and manage the contracts and service authorizations of these facilities.
- 2.1.3.4 DMH serves people with various levels of income and insurance coverage. The majority of recipients of DMH services are Medi-Cal beneficiaries and uninsured persons; the bulk of the Department's service recipients have low income.
- 2.1.3.5 DMH employs approximately three thousand, six hundred (3,600) full-time staff, approximately half of whom are devoted to direct service delivery. Additional direct service staff includes supervised student professionals, part-time staff and temporary staff. From these various categories, in the fourth quarter of FY 2008-2009, one thousand, seven hundred eight (1,708) individuals provided claimed services to clients through directly operated DMH sites. Our diverse workforce includes psychiatrists, psychologists, social workers, marriage and family therapists, nurses, nurse practitioners, and paraprofessional staff including trained mental health consumers, as well as administrative, management, and support staff. Refer to Section 3.0 (DMH Statistics) of Appendix B.4 (System Hardware Response) for further statistical information.



2.1.3.6 DMH delivers direct services through over one hundred (100) distinct locations/programs including:

- ACCESS Center – a twenty-four (24) hour mental health emergency call center and mental health information center;
- Community Mental Health Clinics;
- Field-based clinical service delivery programs;
- Jails;
- Juvenile Detention Facilities;
- Programs co-located with other County Agencies;
- Schools;
- Service Area Navigator Teams;
- Twenty-four (24) hour psychiatric crisis field response teams, some of which are teamed with local law enforcement agencies;
- Urgent Care Centers; and
- Wellness Centers.

All DMH rendering providers (including both licensed clinicians and non-licensed paraprofessional mental health workers) claim under their own name and the service location site under which the service was delivered. All directly operated service location sites are under a single DMH legal entity.

The number and diversity of programs and program sites are expected to grow as DMH continues to implement additional programs associated with the MHSA.

2.1.3.7 DMH also functions as the administrator for the State of California's Medi-Cal Local Mental Health Plan. Contract Providers account for approximately eighty-five percent (85%) of the Medi-Cal mental health claims volume in Los Angeles County. Beyond our Directly Operated programs, the provider network is administered by DMH through contracts with Non-Governmental Agency (NGA) Short-Doyle/Medi-Cal community mental health facilities, Fee-for-Service (FFS) network providers (individual, group and organizational), approximately thirty (30) psychiatric inpatient facilities, and varying types of residential facilities.

DMH also contracts with over one hundred (100) retail pharmacies that dispense medications to indigent patients, funded by the



Department's uninsured medication budget, as well as to patients insured under Medi-Cal and Medicare.

In general, Contract Providers of mental health services submit clinical, workload and outcomes measures information, along with their claims for reimbursement for services delivered, to DMH. Some providers are already using EDI to submit units of service and claims to DMH. DMH currently forwards reimbursement claims and other relevant data to the State. The State returns payment on approved claims to DMH. However, DMH must modify its existing system and business processes to permit DMH to adjudicate and prospectively pay claims that are not in excess of the Maximum Contract Amount (MCA) of their legal entity agreements. DMH will then forward claims to the State for reimbursement. Claims that are denied at State level will be subsequently denied by DMH and DMH will adjust future payments to the Contract Providers to recoup prospective payments. As a result, this change in processing also requires DMH to track contract limits, adjudicated claims against contract limits and various claims and contract related information through the proposed System.

DMH's administrative function also includes providing formal service authorizations for access to, and/or payment associated with, certain treatment settings or programs. These treatment settings or programs for which DMH serves as an authorizing agent include:

- ***Fee-for-Service (FFS) Inpatient Services*** - The Medi-Cal Inpatient Consolidation Unit of DMH reviews and authorizes payment claims for services already rendered relating to approximately thirteen thousand (13,000) inpatient bed days, from approximately one thousand, eight hundred (1,800) admissions per month.
- ***FFS Professional Services*** - The Professional Services Unit credentials individual and group providers of mental health services, and provides prospective authorization of Day Treatment, Psychological Testing, and Over-Threshold Specialty Mental Health Services for Medi-Cal beneficiaries. The Professional Services Unit processes approximately three hundred fifty (350) authorization requests per month.
- ***Countywide Resource Management*** - DMH centrally tracks capacity and prospectively authorizes access to approximately



one thousand, four hundred (1,400) beds distributed across Institutes for Mental Disease (IMDs), a Psychiatric Health Facility (PHF), State Hospitals, Intensive Residential Facilities, and inpatient facilities serving indigent clients.

- **Enrollment-Based Specialized Outpatient Service Programs** - DMH provides centralized authorization for access to specialized outpatient services including MHSA Full Service Partnership programs for all age groups (approximately eight thousand (8,000) funded client slots), Assertive Community Treatment programs (approximately two hundred (200) slots), and Intensive In Home Mental Health Services programs (approximately five hundred (500) slots). These specialized outpatient services are delivered by both contracted and directly operated programs.
- **Interagency Placement Screening Committee (IPSC)** - The IPSC makes recommendations about residential placements for children and adolescents with severe emotional disorders. If the child is ultimately placed in a Residential Care Level (RCL) 14 or Community Treatment Facility (CTF), the DMH Children's Countywide Case Management division then issues the formal Certification for Level of Care.

2.2 DEPARTMENTAL ORGANIZATIONAL OVERVIEW

2.2.1 DMH is organized into service bureaus and administrative bureaus to provide service delivery, program administration and support for mental health services. Attachment RFP 1 (DMH Functional Organizational Chart) and Attachment RFP 2 (Service Areas) are provided to familiarize Proposers with the existing organization of the Department. These charts are for informational purposes only and do not reflect possible organizational changes that the proposed System may facilitate for the Department.

2.2.1.1 Service bureaus oversee the delivery of mental health services to specific population groups and typically are responsible for specialized services provided on a Countywide basis, and policy, program development, technical assistance, and service authorization. Attachment RFP 1 (DMH Functional Organizational Chart) provides the organization's framework for the provision of services while Attachment RFP 2 (Service Areas) displays geographical coverage.

2.2.1.2 Administrative bureaus support DMH in its role as a plan administrator and service provider by aggregating many critical



administrative functions. The major administrative bureaus and executive offices are listed in Attachment RFP 1 (DMH Functional Organizational Chart).

2.2.2 The Chief Information Office Bureau (CIOB) provides information technology (IT) support for DMH and is comprised of the following departmental divisions:

- Data & Integration Services
- Enterprise Applications
- Project Management and Planning
- Information Security
- Technology Services

2.2.3 CIOB significantly increased its budgeted items in the first quarter of FY 2007-2008 in direct response to MHPA related demand for IT services. This thirty-six percent (36%) increase in budgeted Full-Time Equivalent (FTE) personnel will assure that the IBHIS is implemented in an organization prepared to carry its weight during the implementation and deliver the more intensive and responsive level of support that an organization with an EHR requires. See Attachment RFP 3 (Integrated Behavioral Health Information System Organizational Chart) for the IBHIS Project Organizational Chart.

2.3 CURRENT SYSTEMS ENVIRONMENT

Information provided in this Section 2.3 (Current Systems Environment) is solely for the purposes of clarifying County's current systems environment and does not specify requirements for this proposal.

2.3.1 As set forth in Section 2.2 (Departmental Organizational Overview), DMH is responsible for mental health services across a four thousand (4,000) square mile geographic region, containing over one hundred (100) Directly Operated provider sites/programs and approximately five hundred (500) Contract Providers of varying size. Clients can, and often do, receive care at more than one location within the system. When a client receives care at multiple locations, especially in emergency situations, the clinicians would ideally have access to all of the available information about the client's diagnoses, previous treatments and current medications. While the clinicians are able to determine electronically whether a client has previously received care within the DMH system, very little other information is available electronically for review at all sites because clinical information is currently kept in paper charts at each clinic site. Further, the minimal information that is electronically available is not readily accessible by field staff.



- 2.3.2 DMH currently lacks comprehensive, integrated and broadly accessible clinical information systems to support the behavioral health services which are core to its mission. Planning, evaluating and documenting clinical services are performed manually. To track and monitor care, DMH is required to expend duplicative effort to prepare multiple paper forms, logs and charts, and enter data into multiple, non-integrated spreadsheets and stand-alone applications. These manual processes consume a large portion of our clinician's time, thus limiting the number of clients that the clinicians can assist on any given day. Clinician productivity and effectiveness are further impeded by their limited access to current clinical information for clients and the lack of basic, automated clinical tools necessary for effective planning and management of client care. The lack of comprehensive, integrated and accessible clinical information systems also affects DMH's ability to aggregate clinical data from disparate sources into comprehensive organizational data for statistical reporting purposes to support DMH in its planning and service delivery efforts.
- 2.3.3 Automating clinical information is essential to establishing a foundation for a fully functional EHR. Multiple County departments, whose service populations overlap with DMH, collect and rely on healthcare information that is either similar or complimentary to the information collected by DMH for its clients. Sharing data between these County departments and agencies is currently limited, fragmented, and typically a labor intensive manual process.
- 2.3.4 By transitioning to a paperless environment and reducing the fragmented non-standard local systems, DMH expects to more accurately report the services provided and consequently, increase reimbursements. Accurately and consistently capturing clinical information in a standardized electronic format is essential to maximizing DMH legitimate reimbursements.
- 2.3.5 Currently ordering of and access to laboratory results is a manual process. Orders are hand written by providers. A hard copy of the laboratory result is received from Quest Diagnostics, which is DMH's current contracted laboratory services provider. The result is printed and placed in the clinical record for review by treating professionals.
- 2.3.6 Credentialing of medical professionals is an essential function in any medical service delivery organization, and is currently a largely manual, labor intensive process that involves three (3) different units which credential and re-credential physician employees within DMH. DMH has purchased Medical Staff Office for the Web (MSOW) Apogee®: Managed Care Credentialing system, a comprehensive, web-based credentialing and privileging system. The off-the-shelf credentialing system is currently being configured to meet the needs of the Department and will centralize credentialing processes. Deployment will be phased in beginning January 2010. Once the MSOW



Apogee® Managed Care Credentialing system is implemented, DMH will phase in credentialing of non-physician clinical employees.

- 2.3.7 DMH does not operate a community pharmacy or dispense patient medications with the exception of injectable medications and sample medications housed at outpatient program sites. Its pharmacy serves only as a repository for inventory replacement and is not a retail pharmacy. Pharmaceuticals are prescribed, tracked and billed through a custom developed Prescription Authorization and Tracking System (PATS). Contracted pharmacies bill third party payers directly or bill DMH for uninsured clients. Claims are not adjudicated via National Council for Prescription Drug Programs (NCPDP). The Pharmacy Services Division manages contracts associated with the use of pharmaceuticals and laboratory services; tracks, approves, and assesses quality of prescribing activity; communicates with prescribers regarding medication-related clinical activities; and coordinates the enrollment of indigent clients in pharmaceutical company-sponsored Patient Assistance Programs (PAP) through its Indigent Medication Program (IMP).
- 2.3.8 The primary DMH business information systems, comprised of the MHMIS and the IS, capture service delivery information from providers of mental health services, including Contract Providers across the DMH network. The MHMIS/IS also contains HIPAA compliant claims processing capability and serves as the means by which DMH submits claims to Medi-Cal and Medicare. Much of the MHMIS functionality has been or is being migrated to the IS as DMH actively works to shut down the legacy MHMIS in order to reduce cost, simplify its operations, and simplify the transition to the IBHIS.
- 2.3.9 In addition to the MHMIS and IS, other DMH applications and external information exchanges support DMH service delivery and business activities, the replacement of which is discussed further in Section 2.4.8 of this RFP.
- 2.3.10 DMH has a Data Warehouse that includes data imported from the IS, MHMIS, Jail Mental Health, the ACCESS Center and other systems. This data is almost exclusively related to client registration, service delivery and claiming. State mandated reporting, such as the Client and Services Information (CSI), is produced from the data in the Data Warehouse. The Data Warehouse uses Microsoft SQL Server 2005 as its database management system. DMH recognizes that IBHIS will necessitate a redesign of the Data Warehouse to accommodate the greatly expanded scope of data available through the IBHIS. DMH will, as part of this redesign, evaluate whether Microsoft SQL Server continues to be the database management system of choice for the Data Warehouse.
- 2.3.11 The IBHIS Project uses a standard project management methodology adopted from the State of Michigan based on concepts, phases and practices



consistent with the Project Management Institute (PMI). CIOB uses Microsoft Enterprise Project Management Server (EPMS) which is expected to be an important communication tool for the IBHIS Project.

2.4 FUTURE SYSTEMS ENVIRONMENT

Information provided in this Section 2.4 (Future Systems Environment) is solely for the purposes of providing an overview of County's goals for its future systems environment and does not limit or supersede the specific functional and technical requirements set forth in Section 5.0 (Proposal Requirements) of this RFP.

- 2.4.1 A major influence in DMH's development over the next few years will be the continued planning for and implementation of new service programs funded through MHSa. Services already in place under the MHSa Community Services and Supports (CSS) Plan will continue to expand, increasingly shifting the service delivery system from traditional clinic-based operations towards Full Service Partnership (FSP) programs; Wellness Centers; Field Capable Clinical Services; Alternative Crisis Services; and supportive housing interventions. Additional new programs will be developed under other plans, including Prevention and Early Intervention (PEI); Workforce Education and Training (WET); and Innovations (INN). Planning of MHSa activities will continue to involve broad community representation through a formal stakeholder's process. Information regarding MHSa can be accessed via the internet at: http://www.dmh.cahwnet.gov/Prop_63/MHSa/default.asp.
- 2.4.2 Orders for laboratory test will be entered into the proposed System and transmitted electronically to the DMH contracted laboratory services provider. Laboratory results will be received electronically from the DMH contracted laboratory services provider and stored in the client's clinical record in the proposed System. It is anticipated that DMH's future laboratory services provider will be determined prior to June 2011.
- 2.4.3 DMH's purchase of MSOW Apogee®: Managed Care Credentialing system as described in Section 2.3.6 of this RFP will improve the maintenance and accuracy of healthcare professional data and is expected to interface with the proposed System. The specific data elements to be included in the interface and the characteristics of a bi-directional interface between the MSOW Apogee® SQL database and the proposed System will be determined as functionality of both systems is determined.
- 2.4.4 DMH under a separate project proposal, will contract with a Pharmacy Benefits Manager (PBM) to facilitate improvement in the management of pharmaceuticals prescribed to mental health services beneficiaries. It is anticipated that the PBM will permit direct submission of prescriptions to affiliated pharmacies and will allow the dispensing of the medications in a



point-of-sale environment. Adverse drug interactions will be more readily detected and prevented. Pharmacy reimbursement and inventory replacement timeliness is also expected to improve. Most importantly, the PBM is expected to improve the overall quality of pharmacy services for the pharmacy and mental health client communities, and concurrently permit DMH to better manage this very expensive and very important part of its work. DMH expects to replace its existing PATS with the PBM system and will pursue interfacing the PBM system to the proposed System at a later date.

- 2.4.5 DMH expects to retire the legacy MHMIS before the IBHIS is fully implemented. Once that is completed, the IS will be the sole service delivery data capture and claims processing system in DMH. This will simplify operations in advance of the IBHIS and should simplify the task of transitioning to the IBHIS. The IBHIS does not just replace the IS; it goes beyond replacement to transform both how DMH delivers mental health services and how DMH administers the Medi-Cal Local Mental Health Plan. The proposed System is expected to simplify workflow, improve data quality, and allow electronic capture of data previously not available in electronic form or only available on paper.
- 2.4.6 The proposed System is expected to provide DMH clinicians direct access to current client clinical records regardless of where each client was seen previously in the DMH network. The clinicians should have immediate access to medication history information, recent assessments, laboratory and psychological test results and clinician notes from prior visits. Contract Providers will access selected information through a secure web-enabled portal.
- 2.4.7 DMH anticipates using products from EMC Documentum® for its enterprise electronic document management needs. DMH expects integration between the proposed System and the document capturing, indexing, storage, retrieval and workflow capabilities of the Documentum® product suite to be transparent to end users.
- 2.4.8 The IBHIS should eliminate the necessity for many of the small custom applications developed internally. The functions that these applications once served should, for the most part, be part of the IBHIS functionality and should remove a maintenance challenge for CIOB, while simplifying the operational environment for many DMH business units. It is anticipated that Legacy systems not replaced by the functionality of the proposed System will either be replaced by other COTS applications, or redesigned to fit better into the new DMH applications portfolio.



- 2.4.9 DMH expects that federal and state mandated reports will be produced from the proposed System. Since CIOB obtains some of the hosting services through ISD, which serves all County departments, County's existing license for Cognos will be used for transactional reports from the proposed System.

The proposed System will also provide clinical, financial and administrative data extracts to an external Data Warehouse where accessing or reporting against the data in the external Data Warehouse will not impact the proposed System's performance. The existing Data Warehouse will be redesigned as a separate project.

- 2.4.10 Once the IBHIS is implemented, Contract Providers of mental health services are expected to no longer use Direct Data Entry (DDE) to submit units of services and file claims for reimbursement with DMH. They will instead submit claims through Electronic Data Interchange (EDI) processes. Some providers are already using EDI to submit units of service and claims to DMH. In anticipation of the IBHIS, CIOB is working to improve its support for Contract Provider EDI. With the release by the State of the MHSA Capital Facilities and Technological Needs Guidelines, it is expected that ultimately Contract Providers will exchange more than client registrations, units of service and claims/remittance advice with DMH. The State anticipates being able to exchange a standards-based EHR between all agencies who deliver mental health services and receive State funding. The State also anticipates that all MHSA outcome measures data will be exchanged electronically. DMH aggregates information relating to the services delivered in Los Angeles County, so DMH, using the proposed System, will need to be able to receive EHR and outcome measures information in electronic form from the Contract Providers and then pass it to the State, either directly from the proposed System or through the Data Warehouse. Attachment RFP 4 (Proposed EDI Data Exchange Solution) provides additional information about DMH's proposed EDI Data Exchange Solution.

2.5 COUNTY TECHNOLOGY ENVIRONMENT

- 2.5.1 The Los Angeles County Board of Supervisors has adopted a Strategic Plan that sets a standard for the County as a responsive and effective service provider. The Strategic Plan's key measure of success is the delivery of timely and customer centric services. Information about the Los Angeles County Board of Supervisors Strategic Plan is available on the County's website at: <http://ceo.lacounty.gov/pdf/caostrategicplan.pdf>. The County Chief Information Office's (CIO) responsibility is to ensure that the County's information technology resources are used strategically to affect the delivery of information and services to the public while enhancing the business processes of Department operations. Establishing Countywide software and hardware standards ensures interoperability, improves security, simplifies



maintenance and provides opportunities for cost savings through leveraged purchasing. As the County moves toward implementing more enterprise-wide applications, establishing software and hardware standards becomes increasingly important. DMH, in collaboration with County's CIO, has identified technical solutions that will meet its functional needs while adhering to County's information technology strategic direction. The selected Contractor is expected to work collaboratively with County and DMH and must comply with existing Internal Services Department (ISD), CIO, and DMH standards for implementing the IBHIS. These standards, to the extent already developed and/or implemented, are set forth in the instructions to Appendix B.4 (System Hardware Response).

2.5.2 CIOB obtains some of the services needed by DMH through the County ISD, which serves all County departments. ISD provides wide-area network services throughout Los Angeles County, and County-level information security oversight. CIOB purchases some hosting services, particularly for web-facing applications or those requiring 24/7 on-site support, from ISD. Information provided in this Section 2.5.2 is solely for the purposes of providing an overview of the primary systems and software in County's Data Center environment in which the proposed System will be expected to operate, and does not limit or supersede the specific systems and software requirements set forth in Section 5.0 (Proposal Requirements) of this RFP.

2.5.2.1 **Server Hardware and Operating Systems**

- IBM AIX 5.3/6.1 on IBM pSeries p570 with advanced virtualization features
- HP-UX 11i v2 (11.23) or HP-UX 11i v3 (11.31) on HP Integrity rx3660/rx6600
- VMware ESX Server 3.5 supporting Microsoft Windows 2003/2008 Server, Red Hat Enterprise Linux 5, and virtual appliances running on HP ProLiant DL585 servers
- HP ProLiant DL servers supporting Microsoft Windows 2003/2008
- HP ProLiant DL servers supporting Red Hat Enterprise Linux 5

2.5.2.2 **Database Server Software**

- Oracle Database Server 10gR2/11g
- Microsoft SQL Server 2005/2008



2.5.2.3 **Application Server Software**

- Oracle Application Server 10.1
- IBM WebSphere Application Server 6.1

2.5.2.4 **Storage**

- Cisco MDS SAN Switches
- EMC Symmetrix DMX (Tier-1 and Tier-3 disk storage)
- EMC Clariion CX (Tier-2 and Tier-3 disk storage)
- EMC Celerra NSX (Network Attached Storage)
- EMC Centera (Content Addressed Storage – Fixed Content)

2.5.2.5 **Backup**

- Disk to Disk backup with EMC Clariion CX and Clariion Disk Library
- LTO-4 Tape on IBM 3584 Tape Libraries
- IBM Tivoli Storage Manager (AIX, HP-UX, and Linux)
- CommVault Galaxy (Windows and Linux)
- EMC Replication Manager 5.2

2.5.2.6 **Web Server Software**

- Apache (including IBM HTTP Server)
- Microsoft IIS

2.5.3 **User Hardware**

2.5.3.1 **Email, File and Print Servers**

- Exchange 2003 servers
- Single Purpose File servers at DMH Headquarters
- Single Purpose Print servers at DMH Headquarters
- Multi-function servers at remote sites (at remote sites servers function as domain controller, file and print servers)



2.5.3.2 **Workstation and Notebook Operating System Software**

- Windows XP Professional

2.5.3.3 **Internet Browser Software**

- Microsoft Internet Explorer 7.0 or later

2.5.4 **Communication Infrastructure**

The Los Angeles County Enterprise Network (LANet/EN) is the Countywide network backbone. The network uses TCP/IP protocols as the standard to ensure technical compatibility and the efficient use of available data transport resources.

2.6 COUNTY INITIATIVES

County seeks a vendor with a commitment to maintaining compliance with industry standards as they mature over time. Prior to the submission of its proposal, Proposer is responsible for performing due diligence and fully understanding County's regulatory environment, programs and program requirements. As County responds to federal, State, and local mandates, new initiatives will be designed, developed, and implemented.



3.0 IBHIS CONCEPT

County is committed to promoting technologies that improve and/or expand services, improve communications and improve interdepartmental collaboration and data sharing. These improvements can be accomplished by several means, including web-enabled information systems, enhanced User Interface functionality, more robust collaboration and messaging tools and improved data management exchange and reporting capabilities, all of which are expected to be provided by the proposed System.

Without limiting the specific functional and technical requirements set forth in Section 5.0 (Proposal Requirements) of this RFP, the proposed System is expected to achieve the following:

3.0.1 Clinical

- Improves multi-site access to clinical information for clinics and crisis response teams;
- Improves clinical outcomes obtained by better record access and decision support;
- Supports a system of care viewpoint rather than individual service point, with less disjointed treatment; and
- Establishes an EHR.

3.0.2 Data Sharing

- Improves coordination of service delivery and planning activities across County departments;
- Improves ability to exchange data electronically and securely with the Department of Health Services (DHS), Sheriff (Jail Mental Health), Superior Courts, Department of Children and Family Services (DCFS) and the Probation Department;
- Enables the redesign of the Data Warehouse to accommodate a greatly expanded scope of data available through the IBHIS;
- Interfaces with Credentialing software, a PBM and laboratory vendor software when implemented as described in Section 2.4 (Future Systems Environment) of this RFP;
- Supports other relevant standards as they are established for behavioral health information exchange between DMH and all of its business partners; and
- Supports County Strategic Plan – Goal 4, “Health and Mental Health” which establishes a client-centered, information-based health and mental



health services delivery system that provides cost-effective and quality services across County departments.

3.0.3 Efficiency

- Gradually reduces time spent indexing, storing, and retrieving paper medical records;
- Eventually frees up physical space devoted to storage of paper medical records;
- Improves ability to schedule, plan and document services;
- Increases productivity because claiming for services delivered would be a by-product of clinical documentation;
- Improves response to regulatory and business environment changes;
- Improves regulatory and Board reporting;
- Improves information for planning and management decision making; and
- Improves ability to appropriately exchange information electronically with Contract Providers.

3.0.4 Financial

- Improve management process;
- Improve revenue capture;
- Reduce existing System support and maintenance costs; and
- Reduce existing overtime, temporary staff and consultant costs for claiming process.

3.1 SOFTWARE TO BE PROCURED

The overall System Software Components to be acquired through this RFP will support County's intent to implement an EHR consistent with state and federal guidelines, and includes without limiting the specific functional and technical requirements set forth in Section 5.0 (Proposal Requirements) of this RFP, the following:

3.1.1 Software that supports DMH clinical operations:

- Appointment Management
- Assessment Management
- Benefits Determination
- Billing and Accounts Receivable Management



- Caseload Management
- Client Registration
- Clinical Workflow Reminders
- Contact Tracking
- Field Operations Support
- Financial Screening
- Information and Referral Reference
- Medication Management
- Laboratory Order Communication
- Progress Notes Management
- Resource Schedule Maintenance
- Service Capture
- Treatment/Care Plan Management

3.1.2 Software that supports DMH administrative operations:

- Authorization Management
- Call Center Tracking
- Claims Processing
- Contract Provider Portal
- Eligibility Management
- Financial Management
- Information and Referral Maintenance
- Master Patient Index
- Program Management
- Protocol/Rules Administration
- Provider Network Management

3.2 MINIMUM MANDATORY REQUIREMENTS

Proposers **must** meet the minimum mandatory requirements detailed in this Section 3.2. Failure to meet the minimum mandatory requirements will result in elimination from further consideration. [See Section 6.2 (Phase I – Pass/Fail Review (Adherence to Minimum Mandatory Requirements, Proposer’s Responsiveness and Responsibility))].



Proposer must respond affirmatively to the minimum mandatory business and software requirements set forth in this Section 3.2 by completing and signing Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to Appendix V (County Required Forms).

3.2.1 Requisite Business and Software Qualifications

- 3.2.1.1 Are you a legal entity licensed to do business in the State of California?
- 3.2.1.2 Do you maintain an office in the United States of America?
- 3.2.1.3 Does your proposed System have a current installation / customer site whose primary business is behavioral health or substance abuse service delivery and administration?
- 3.2.1.4 Does your proposed System run on one of the following production operating system platforms, at the stated version level or higher (i.e., more recent)?
 - a. IBM AIX 5.3
 - b. HP-UX 11i v2
 - c. VMware ESX Server 3.5
 - d. Microsoft Windows 2003 Server
 - e. Red Hat Enterprise Linux 5
- 3.2.1.5 Does your proposed System share data across modules and minimize the need for redundant data entry of client demographic data?
- 3.2.1.6 Does your proposed System offer role-based access security (RBAC)?
- 3.2.1.7 Does your proposed System have the ability to permit centralized administration and reporting across two (2) or more physical locations?
- 3.2.1.8 Does your proposed System include integrated products that provide practice management and claims processing?
- 3.2.1.9 Do you currently have a customer that is using the claims processing software of the proposed System, whose annual claims volume is one hundred fifty thousand (150,000) or more?



3.2.2 Key Staff Qualifications

3.2.2.1 Dedicated Participation and English Language Fluency

Proposer's core Project Team which has a primary project team role, including without limitation Proposer's Project Manager and technical staff, must be dedicated to the project to the extent necessary to meet project deliverables, deadlines and contractual commitments and **must** be fluent in spoken and written English.

3.2.2.2 Proposer's Project Manager Minimum Qualifications

- Project Manager **must** have previous experience implementing the proposed System.
- Project Manager **must** have at least five (5) years of experience managing large software implementation projects.
- Project Manager **must** have at least five (5) years of experience in the healthcare industry.

3.2.2.3 Proposer's Technical Staff Minimum Qualifications

Proposer must complete and submit Appendix B.6 (Proposer's Technical Staff Minimum Qualifications) identifying Proposer's technical staff members, technical roles and compliance with minimum qualifications and experience requirements.

- Vendor's technical staff members **must** possess a minimum of two (2) years experience within the last five (5) years for each of the following areas:
 - System Configuration;
 - Troubleshooting;
 - Interface Development;
 - Custom Programming Modifications;
 - Business Analysis;
 - Testing;
 - Quality Assurance; and
 - Technical and application training and developing training materials.
- Vendor's technical staff members responsible for System configuration and Interface development **must** have at least six



(6) months experience supporting or implementing the proposed System.

- Vendor's technical staff members responsible for database administration **must** have at least two (2) years of experience within the last five (5) years, with at least one (1) year experience on the proposed System in this capacity.
- At least one project team member of vendor's technical staff **must** have at least two (2) years of experience integrating the Components of the proposed System with other software.
- At least one project team member of vendor's technical staff **must** have prior experience in the applied knowledge of the laws and principles governing SDMH Medicare and Medi-Cal certification process, eligibility, claiming and billing, and payment rules.

NOTE: Without limiting Paragraph 3 (Administration of Agreement) of Appendix E (Sample Agreement), any replacement of key staff shall be required to meet all qualifications and experience as set forth in this Section 3.2.2 as well as have at least equivalent qualifications and experience of the originally proposed key staff member, as determined by County.

3.3 IBHIS PROJECT SCOPE OF WORK

The IBHIS project scope of work, without limiting the more detailed descriptions set forth in the subsequent sections of Appendix A (Statement of Work), Appendix D (Maintenance and Support Services) and otherwise in Appendix E (Sample Agreement), shall include without limitation all services, products and other Work to install, set-up, configure, replicate, integrate, convert data, test, train County Staff to use, and otherwise implement the System and Contractor's Application Software, which shall meet the functional and technical requirements set forth in the Technical Solution Response (i.e., Appendices B.1 through B.7), Statement of Work, Maintenance and Support Services, and the Sample Agreement.



4.0 GENERAL CONDITIONS

The following are the general terms and conditions applicable to this procurement.

4.1 FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, this RFP is a solicitation for proposals only, and is not an offer to enter into a contract.

4.2 COUNTY POINT OF CONTACT AND RFP COMMUNICATIONS

All contacts regarding this RFP or any matter relating thereto must be in English, typewritten and mailed, e-mailed or faxed to County's Point of Contact (POC) as follows:

Dixie Marin, Contract Analyst
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor Reception Room
Los Angeles, CA 90005
Fax: (213) 252-8884
E-mail address: IBHISCommunications@dmh.lacounty.gov

Proposers are specifically directed not to contact any other County person or agent for any matters related to this RFP. **Failure to adhere to this policy shall result in elimination of the Proposer from further consideration, as determined by County in its sole discretion.**

All written communications with County regarding this RFP, including its Attachments and Appendices, must state the reason for communication (e.g., questions, request for EFT access, etc.) and reference the RFP as follows:

- If mailed, the envelope shall be sealed and labeled on the outside:
"Request for Proposals for the Integrated Behavioral Health Information System (IBHIS) RFP #DMH-1109B2."
- If e-mailed or faxed, the subject matter of the message shall state:
"Request for Proposals for the Integrated Behavioral Health Information System (IBHIS) RFP #DMH-1109B2."

Any material received that does not explicitly indicate its RFP related contents will be handled as general mail or communications, which may result in a delay or non-response to the Proposer.



County is responsible only for that which is expressly stated in this RFP and any authorized written addenda thereto. County is not responsible for and shall not be bound by any representations otherwise by any individual acting or purporting to act on County's behalf.

4.3 PROPOSERS' QUESTIONS

Proposers may submit written questions regarding this RFP, including clarification of information by mail, fax or e-mail to County's POC at the address shown in Section 4.2 (County Point of Contact and RFP Communications). All questions must be in English and typed or word-processed and must be received by the Written Questions Submission Due Date set forth in Section 1.3 (RFP Timetable). All questions submitted by Proposer in accordance with this Section 4.3, will be compiled with the appropriate answers, without identifying the submitting company, and issued as an addendum to the RFP. The County will post the addendum on the County's DMH website. County reserves the right, in its sole discretion, to group or paraphrase similar questions when providing answers and to respond only to those questions it deems to be substantively relevant and appropriate for this RFP.

Proposers submitting questions must identify the firm's name, specify the document (e.g., Attachment RFP 1, Appendix A, etc.), section, line number or paragraph, page number, and quote the passage that prompted the question. This will ensure that the source material pertaining to the question can be found quickly in the RFP.

Only those questions which are compliant with the format described in this Section 4.3 and received by the County in a timely manner will be considered by the County. Any questions received after the Written Questions Submission Due Date set forth in Section 1.3 (RFP Timetable) may also be disregarded by County in its sole discretion.

4.4 COUNTY RIGHTS & RESPONSIBILITIES

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the RFP and any authorized written addenda thereto. Such addenda shall be made available as an addendum to the RFP. The County will post the addendum on the County's DMH website. Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 AGREEMENT TERM

4.5.1 The Term of the resultant Agreement shall be seven (7) years unless otherwise terminated or extended as provided in the Agreement. The Agreement is



expected to commence on the Effective Date, following its approval by County's Board of Supervisors.

- 4.5.2 The County at its sole option shall be entitled to extend the Agreement for up to three (3) additional one-year terms and up to twelve (12) months on a month-to-month basis. Each option and extension shall be exercised at the sole and absolute discretion of the County for a maximum Agreement Term of eleven (11) years unless otherwise terminated as provided in the Agreement.

4.6 AGREEMENT RATES

The fees payable in respect of the System and Contractor's professional services shall remain firm and fixed for the entire Term of the Agreement, and the total expenditure by the County on the System and all services under this RFP shall not exceed the amount set forth as the Contract Sum in the resultant Agreement. The County reserves the right to amend the Agreement as set forth therein, including without limitation due to budgetary changes or an increase or decrease in workload, and Proposer shall be compensated in accordance with the agreed upon rates set for in Appendix C (Price and Schedule of Payments) of this RFP.

4.7 DAYS OF OPERATION

Implementation, testing, on-site maintenance and any other services that require access to County facilities may only be performed during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except on County observed holidays), unless specified otherwise in the Agreement (e.g., as to Maintenance and Support Services), or requested by the County.

However, Proposer shall provide any necessary services, including without limitation as set forth in Appendix D (Maintenance and Support Services), that do not require physical access to County facilities, regardless of County's normal business hours and/or observed holidays.

4.8 FORMAL BOARD APPROVAL OF CONTRACT

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal, and the terms of any resultant Agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determination necessary to arrive at a decision to award, or not to award, a contract.



4.9 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to an Agreement award, all potential Contractors must register in the County's WebVen. The WebVen contains the Proposer's business profile and identifies the goods/services the business provides. Registration on the County's WebVen can be accomplished online via the Internet at: <http://camisvr.co.la.ca.us/webven/>.

4.10 COUNTY OPTION TO REJECT PROPOSALS

County has the sole discretion and reserves the right to:

- 4.10.1 Reject any or all proposals submitted in response to this RFP. County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal;
- 4.10.2 Waive any and all informalities and/or minor defects, irregularities, or inconsequential disparities in a submitted proposal;
- 4.10.3 Cancel this RFP at any time;
- 4.10.4 Reissue this RFP with either the identical or revised Specifications, if it is deemed to be in the County's best interest to do so;
- 4.10.5 Modify the scope of the project, including adding and/or deleting functionality throughout the procurement process. This may include adding and/or deleting specific functional areas from the final procurement in accordance with Section 4.4 (County Rights & Responsibilities); and
- 4.10.6 Without limiting the County's rights in any manner whatsoever, County, in its sole discretion, reserves the right to conduct independent diligence, which may include attendance by County representatives at trade shows, conferences, or other events presented by IT subject matter experts, which may be related to the service needs identified in this RFP.

4.11 PROHIBITION FROM PARTICIPATING IN THE BIDDING PROCESS

Pursuant to Board of Supervisor's motion dated November 17, 1981 – File No. 43/68: "Any individual, firm or its subsidiaries...assisting a County department in development and preparation of any RFP is prohibited from being involved in any way in the bidding process on that RFP, including acting as a Subcontractor to another bidder" [See Attachment RFP 5 (Prohibited Organizations and Individuals)].



4.12 COUNTY RESERVATION OF RIGHTS IN RFP

County reserves all right, title, and interest in and to this RFP including, but not limited to, Appendices B.1 (Functional Requirements Response) and B.2 (Technical Requirements Response). No License or other rights whatsoever in any material comprising this RFP is granted to Proposer, or any person or entity, other than for use in responding to this RFP.

4.13 PROTEST POLICY REVIEW PROCESS

4.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services agreement, as described in Section 4.13.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed agreement award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed agreement award, as the case may be.

4.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of agreement based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

4.13.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services agreement provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of Solicitation Requirements described in Section 4.14 (Solicitation Requirements Review) of this RFP.
- Review of a Disqualified Proposal described in Section 4.15 (Disqualification Review) of this RFP.
- Review of Proposed Contractor Selection described in Section 4.16 (Department's Proposed Contractor Selection Review) of this RFP.

4.14 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix N (Transmittal Form to Request a RFP Solicitation Requirements Review) to the Department conducting the solicitation as described in this Section. A request for a



Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
- The request for a Solicitation Requirements Review includes documentation, that demonstrates the underlying ability of the person or entity to submit a proposal;
- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All Requests for Solicitation Requirements Review should be submitted to the County POC as set forth in Section 4.2 (County Point of Contact and RFP Communications).

4.15 DISQUALIFICATION REVIEW

- 4.15.1 A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.
- 4.15.2 Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.
- 4.15.3 A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:
- 4.15.3.1 The person or entity requesting a Disqualification Review is a Proposer;
 - 4.15.3.2 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and



- 4.15.3.3 The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
- 4.15.3.4 The Disqualification Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

4.16 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

4.16.1 Departmental Debriefing Process

- 4.16.1.1 Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.
- 4.16.1.2 The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because agreement negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.
- 4.16.1.3 During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 4.16.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

4.16.2 Proposed Contractor Selection Review

- 4.16.2.1 Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.



- 4.16.2.2 A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:
- 4.16.2.2.1 The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
 - 4.16.2.2.2 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department); and
 - 4.16.2.2.3 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 4.16.2.2.3.1 The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document
 - 4.16.2.2.3.2 The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - 4.16.2.2.3.3 A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.



4.16.2.2.3.4 Another basis for review as provided by state or federal law.

4.16.2.2.4 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

4.16.2.3 Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the agreement award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see Section 4.16.3 below).

4.16.3 **County Review Panel Process**

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for review by a County Review Panel may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

4.16.3.1 The person or entity requesting review by a County Review Panel is a Proposer;

4.16.3.2 The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and

4.16.3.3 The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 4.16.2 above.

Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.



4.17 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

- 4.17.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, the Department completes agreement negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated agreement is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, the Department recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 4.17.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal which are actually trade secrets, confidential, or proprietary in nature. **A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.**
- 4.17.3 By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless the County for any liability arising from or in connection with the County's failure to disclose, in response to a request under the California Public Records Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

4.18 INDEMNIFICATION, INSURANCE AND PERFORMANCE SECURITY

- 4.18.1 Contractor shall be required to comply with the indemnification provisions contained in Appendix E (Sample Agreement), including without limitation as set forth in Paragraph 15 (Indemnification, Insurance and Performance Security) thereof. The Contractor shall furthermore procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraphs 15.3 (General Provisions for All Insurance Coverage) and 15.4 (Insurance Coverage Requirements) of Appendix E (Sample Agreement).



- 4.18.2 In addition, at Contractor's own expense, Contractor shall be required to procure, maintain, and provide to the County an instrument of performance security as further described in Paragraph 15.5 (Performance Security Requirements) of Appendix E (Sample Agreement).
- 4.18.3 Prior to commencing Work on the resultant Agreement, and no later than ten (10) days following the Effective Date of the Agreement, proof of insurance and performance security as described above shall be submitted by Contractor to County in accordance with Paragraph 15 (Indemnification, Insurance and Performance Security). Failure to timely provide these items shall be deemed a material breach allowing the County to immediately terminate the Agreement.

4.19 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 4.19.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: (1) that is a non-profit organization recognized as tax exempt pursuant to Section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with its application form and three most recent annual tax returns to the department with its proposal response to the contracting solicitation for which it is competing; (2) that has been in operation for at least one (1) year providing transitional job and the related supportive services to program participants; and (3) that provides a profile of its program with a description of its program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- 4.19.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 4.19.3 To request the Transitional Job Opportunities Preference, Proposer must complete Exhibit 19 (Transitional Job Opportunities Preference Application) of Appendix V (County Required Forms) and submit it along with all supporting documentation with their proposal.



4.20 INJURY & ILLNESS PREVENTION PROGRAM (IIPP)

Contractor shall be required to comply with the State of California's Cal/OSHA regulations. Without limiting the foregoing, Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

4.21 BACKGROUND AND SECURITY INVESTIGATIONS

4.21.1 Without limiting Paragraph 3.5 (Background and Security Investigations) of Appendix E (Sample Agreement), background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing Work under any resultant Agreement. This may include U.S. Department of Justice (DOJ) background investigation and/or the use of Live-Scan fingerprinting, more information about which may be found at <http://caag.state.ca.us/fingerprints/>. The successful Proposer shall be responsible for and incur all cost of background checks regardless of the result.

4.21.2 Disqualification of any Contractor personnel due to a background check shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions set forth in Appendix E (Sample Agreement).

4.22 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as set forth in Appendix V (County Required Forms), Exhibit 3 (Certification of No Conflict of Interest).

4.23 DETERMINATION OF PROPOSER RESPONSIBILITY

4.23.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Proposers.

4.23.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any agreements, including but not limited to County agreements. Particular attention will be



given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- 4.23.3 The County may declare a Proposer to be non-responsible for purposes of the resultant Agreement if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 4.23.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 4.23.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 4.23.6 These terms shall also apply to proposed subcontractors of Proposers on County agreements.

4.24 PROPOSER DEBARMENT

Proposer is referred to Paragraph 69 (Contractor Responsibility and Debarment) of Appendix E (Sample Agreement) for the applicable County procedures pertaining to debarment.



4.25 PROPOSER'S ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

4.26 GRATUITIES

4.26.1 Attempt To Secure Favorites Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Agreement or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

4.26.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or via the internet at: <http://www.LACountyFraud.org>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

4.26.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

4.27 NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration



requirements upon individuals meeting the definition. The complete text of the ordinance can be found in the Los Angeles County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or agreement must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and that each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix V (County Required Forms), Exhibit 4 (Familiarity with the County Lobbyist Ordinance Certification), as part of their proposal.

4.28 FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, as referenced in Appendix Q (IRS Notice 1015).

4.29 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for Agreement award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs, or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide GAIN/GROW participants employed by such Proposer access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Agreement award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix V (County Required Forms), Exhibit 6 (Attestation of Willingness to Consider GAIN/GROW Participants), along with their proposal.

4.30 COUNTY'S QUALITY ASSURANCE PLAN

After Agreement award, the County or its agent will evaluate the Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the resultant Agreement and performance standards identified in the Statement of Work. Contractor's deficiencies



which the County determines are severe or continuing and that may jeopardize performance of the Agreement may be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures to be taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the resultant Agreement in whole or in part, or seek other remedies at law or in equity, including without limitation as specified in the Agreement.

4.31 RECYCLED BOND PAPER

The selected Contractor shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 73 (Purchasing Recycled-Content Bond Paper) of Appendix E (Sample Agreement).

4.32 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix L (Safely Surrendered Baby Law) of this RFP and is available on the Internet at: www.babysafela.org for printing purposes.

4.33 JURY SERVICE PROGRAM

The prospective Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, set forth in Appendix T (Jury Service Ordinance) and the pertinent jury service provisions of Paragraph 25 (Compliance with Jury Service Program) of Appendix E (Sample Agreement), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

4.33.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that require its employees receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy provides that employees deposit any fees received for such jury service with the Contractor or that the Contractor may deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the



Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

4.33.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has an agreement with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Agreement is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4.33.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Appendix V (County Required Forms), Exhibit 7 (County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

4.34 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

4.34.1 The County will give preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as a business that: 1) is certified by the State of California as a small business and 2) has had its principle office located in Los Angeles County for at least one year. The business must be certified by the



Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

- 4.34.2 To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at:

<http://oaac.co.la.ca.us/contract/sbemain.html>

- 4.34.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to Exhibit 5 (County of Los Angeles Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) of Appendix V (County Required Forms) with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

- 4.34.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at: <http://www.pd.dgs.ca.gov/smbus/default>.

- 4.34.5 Additionally, County's Policy on Doing Business with Small Business is set forth in Appendix O (County of Los Angeles Policy on Doing Business with Small Business) of this RFP.

4.34.6 **Local Small Business Enterprise (SBE) Prompt Payment Program**

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

4.35 COUNTY SEAL AND IBHIS LOGO

Without limiting Section 4.12 (County Reservation of Rights in RFP) of this RFP, the County retains all right, title and interest in and to all intellectual property rights to the materials comprising this RFP, including without limitation the insignia, emblems, seals and the like used herein, and further expressly including the County Seal and IBHIS project logo. Except to the extent otherwise expressly authorized by the County in writing, no license or other rights in or to any such County intellectual property are granted hereby, and any such items shall not be reproduced, copied, distributed, republished, downloaded, displayed, posted, transmitted or otherwise used in any way whatsoever.



4.36 IRREVOCABLE OFFER

Any proposal in response to this RFP shall be an irrevocable offer which shall remain in full force and effect for a minimum of three hundred ninety (390) days after the proposal submission due date set forth in Section 1.3 (RFP Timetable), or until execution by County's Board of Supervisors of any resultant Agreement, whichever occurs later.

4.37 SPARTA PROGRAM

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, Proposers may call Municipality Insurance Services at (800) 420-0555, or can access their website directly at: www.2sparta.com.

4.38 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to Appendix V (County Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

4.39 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix U, and the pertinent provisions of the Sample Agreement, Appendix E, Paragraphs 84 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 85 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Bidders/Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 23 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) to Appendix V (County Required Forms).



Failure to maintain compliance, or to timely cure defects, may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.



5.0 PROPOSAL REQUIREMENTS

5.1 SUBMISSION COMPLIANCE

Proposer must meet the following conditions in submitting proposals:

- Proposers must respond completely and adhere to each of the requirements in this RFP;
- Adding any conditions to the proposal that are not specified, authorized or requested, may result in the proposal's rejection and elimination from further review;
- Neither Proposer, nor any proposed Subcontractor, nor any person or entity who or which owns an interest of ten percent (10%) or more in Proposer's firm, or in any proposed Subcontractor's firm, are on the County's debarment list, as set forth in Appendix P (Listing of Contractors Debarred in Los Angeles County);
- Proposals must be received no later than the filing due date. [See Section 1.3 (RFP Timetable) of this RFP]. Proposals received after the specified date and time will be returned unopened;
- No correction or resubmission of proposals shall be accepted after the proposal submission due date;
- Proposals and all documents submitted therewith, must be clearly written in the English language; and
- Responses provided by Proposer which reference other materials provided by Proposer must cite the title of the referenced document(s) and include the page number and section or line number. Failure to adhere to these procedures may at County's sole discretion render the proposal non-responsive.

5.2 TRUTH AND ACCURACY OF REPRESENTATIONS

- 5.2.1 All information provided in the proposal is subject to verification by the County. If the response in one document conflicts with the response given in one or more other documents, County reserves the right, in its sole discretion, to disqualify the proposal or to reduce the score accordingly.
- 5.2.2 False, misleading, incomplete, or deceptively unresponsive statements in connection with the proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and shall be final.



5.2.3 Realistic Proposals

While past experience makes it appear that some Proposers deliberately “bid low to get the County’s business,” County advises against such a practice. Every proposal amount must be sufficient to assure that the Proposer is able to perform its contractual obligations within the standards specified and to maintain financial stability.

5.3 PRIME CONTRACTOR

County’s interest is in acquiring the most appropriate and cost-effective System, which best meets its needs, whether by a single vendor or an integrated multi-vendor solution. County will only accept proposals from a single vendor or an integrated solution containing products from one or more vendors, with the strict understanding that any integrated multi-vendor solution must identify a prime Contractor that will act as the sole party legally, and be financially and operationally responsible for all System Software, services and other Work provided in connection with this RFP. One consolidated response with all price items included in Appendix C (Price and Schedule of Payments) must be submitted.

5.4 PROPOSAL PREPARATION

- Proposers must read this RFP carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their proposals to ensure that errors or omissions do not cause Proposers to be eliminated from consideration;
- Each proposal must respond clearly and comprehensively to all requirements of the RFP. Any request lacking a response will be considered “non-responsive.” Failure to comply with the proposal instructions shall disqualify the proposal. Noncompliant, inadequate, incomplete, or otherwise non-responsive proposals may, in County’s sole discretion, result in disqualification or elimination; and
- County reserves the sole right to judge the content and presentation of the proposals. Any proposal that deviates from the format, sequence, content or submission procedure may be rejected without evaluation, in County’s sole discretion.

5.5 PROPOSAL SUBMISSION

By the submission of a proposal, Proposer agrees to provide County with an explanation of any information provided in its proposal, which County, in its sole discretion, may require for an accurate determination of the Proposer’s qualifications to perform its obligations under the resultant Agreement.

Proposer is admonished not to alter or modify any Attachments, Appendices, Exhibits, or any information provided either in hardcopy or electronic format, with the exception of



filling in blanks in applicable response forms or complying with directions provided in said forms. Do not leave the response field blank, where a specific item does not apply, use N/A to respond (i.e., Not Applicable). If County determines that Proposer has altered or modified any County-provided forms or data in any other manner whatsoever, County may, in its sole discretion, determine the Proposer's submission to be non-responsive, and not evaluate the proposal further.

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission due date. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including, but not limited to, the United State Postal Service. Any proposal received after the scheduled closing date and time for receipt of proposals, as listed in Section 1.3 (RFP Timetable), of this RFP, will not be accepted, and will be disregarded. **No fax or electronic mail proposals will be accepted.**

Proposer must submit: one (1) original hard copy proposal and fourteen (14) additional hard copies, each in a three-ring binder to County's POC and an electronic copy of the proposal documents to County's EFT site as specified in this Section 5.5. **Electronic submissions will be accepted from County's EFT site only.**

- 5.5.1 Proposer must submit one (1) original hard copy designated as Original Proposal to County's POC at the address set forth in Section 4.2 (County Point of Contact and RFP Communications). This proposal shall contain all original documents including those requiring original signatures.
- 5.5.2 Proposer must submit fourteen (14) proposal hard copies designated as Proposal Copies to County's POC at the address set forth in Section 4.2 (County Point of Contact and RFP Communications).
- 5.5.3 Proposer must submit three (3) hard copies of any additional Proposer materials as described in Section 5.7.12 (Additional Proposer Materials (Section H)) in three (3) separate binders designated as Additional Proposer Materials to County's POC at the address set forth in Section 4.2 (County Point of Contact and RFP Communications).
- 5.5.4 All proposal cover pages shall identify the name and address of Proposer and bear the words, "Request for Proposal for the Integrated Behavioral Health Information System (IBHIS) **RFP #DMH-1109B2.**" It shall also identify the type of submission as "Original Proposal"; "Proposal Copy" or "Additional Proposer Materials" as appropriate.
- 5.5.5 The proposal must be printed on 8½ X 11 inch paper (letter size). The designated original hard copy must be single sided. The text font of all Proposer responses must be Arial, the text font size must be eleven (11) point, and line spacing of multi-line text responses must be set at 1.5 line spacing.



The proposal must be organized using a decimal numbering system. Section tabs are not required but may be included to improve readability.

5.5.6 Proposer must additionally submit one (1) electronic copy of the proposal.

The only acceptable formats for electronic responses of proposed alternative "redlined" language for Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work) are Microsoft® Office Word 2003.

The only acceptable formats for electronic responses to Appendix B.1 (Functional Requirements Response), Appendix B.2 (Technical Requirements Response) and Appendix C (Price and Schedule of Payments) are Microsoft® Office Excel 2003.

The only acceptable formats for all other electronic responses are Microsoft® Office Word 2003, Microsoft® Office Excel 2003, Microsoft® Office Project Professional 2003, and Adobe® Acrobat PDF 6.0.

Failure to use the format of the original electronic document provided by County may eliminate the proposal from further consideration in the County's sole and absolute discretion. Proposer must have the typed name of the individual who signed the original document on all documents requiring signatures.

5.5.7 The electronic proposal must be submitted to the EFT site provided by County and in accordance with the instructions provided in this Section 5.5 as follows:

5.5.7.1 Complete Attachment RFP 6 (Enhanced File Transfer (EFT) Access Request Form).

5.5.7.2 Submit original Attachment RFP 6 (Enhanced File Transfer (EFT) Access Request Form) to County's POC at the address set forth in Section 4.2 (County Point of Contact and RFP Communications) by the date set forth in Section 1.3 (RFP Timetable).

5.5.7.3 Receive User ID, Password, Internet link to County's EFT site and EFT upload instructions. County will e-mail EFT access and instructions to the contact person listed on the Proposer-submitted Attachment RFP 6 (Enhanced File Transfer (EFT) Access Request Form).

5.5.7.4 Upload proposal and confirm proposal submission in accordance with EFT upload instructions herewith by the date and time set forth for proposal submission in Section 1.3 (RFP Timetable).



5.6 ERROR CORRECTIONS REQUIREMENT

If Proposer realizes, before the proposal submission due date, that the submitted proposal contains one or more errors, Proposer may request in writing that the proposal be withdrawn. If there are one or more errors, Proposer may resubmit another proposal with each error corrected up to the proposal submission due date in accordance with the instructions set forth in Section 5.0 (Proposal Requirements). Once the proposal submission due date has passed, all proposals shall stand as written.

In addition, if County determines at any time that there are one or more obvious errors (e.g., clerical or arithmetic errors) in any submitted proposal, County, in its sole discretion, may request in writing that the particular Proposer submit a written correction of the applicable portions of its proposal within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such correction shall be limited to correcting the errors identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the proposal for all purposes, including proposal evaluation. If Proposer fails to submit such correction within the County-specified time period, the proposal shall stand as written.

5.7 SEQUENCE AND CONTENT

Submittal of responses to this RFP must be made according to the instructions and requirements contained in this Section 5.7. Proposer shall fill out all forms and submit all materials and responses in accordance with the instructions therein.

The sequence of submission for proposal content must be as follows:

- **Cover Page**
- **Letter of Transmittal**
- **Table of Contents**
- **Executive Summary (Section A)**
- **Proposer's Qualifications (Section B)**
 - Appendix B.3 (Vendor Information Response)
 - Audited financial statements for fiscal years 2008, 2007 and 2006
 - Detailed Staffing Plan
 - Project Organization Chart
 - Proposed Project Manager Resume
 - Appendix B.6 (Proposer's Technical Staff Minimum Qualifications)
 - Pending Litigation and Judgments, if applicable



- **Proposer’s Approach (Section C)**
 - Appendix B.7 (Proposed Project Approach and Schedule)
 - Proposed Detailed Work Plan
 - Relevant Assumptions
- **Proposer’s Technical Solution Response (Section D)**
 - Appendix B.1 (Functional Requirements Response)
 - Appendix B.2 (Technical Requirements Response)
 - Appendix B.2.1 (Technical Narrative Requirements Response)
 - Appendix B.4 (System Hardware Response)
 - Appendix B.5 (System Software Response)
- **Acceptance of or Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Requirements of Appendix A (Statement of Work) (Section E)**
 - Statement of offering: Appendix E (Sample Agreement)
 - Statement of offering: Appendix D (Maintenance and Support Services)
 - Statement of offering: Appendix A (Statement of Work)
 - Alternative language redlined against original language for each applicable Appendix where exceptions are taken (e.g., Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), Appendix A (Statement of Work))
- **Additional Proposer Information and Certifications (Section F)**
 - Appendix V (County Required Forms) [Exhibits 1 – 23]
- **Price Proposal (Section G)**
 - Appendix C (Price and Schedule of Payments)
- **Additional Proposer Materials (Section H)**

The content of the proposal must be as follows:

5.7.1 **Cover Page**

The proposal cover page shall identify the name and address of Proposer and bear the words, “Request for Proposal for the Integrated Behavioral Health



Information System (IBHIS) RFP #DMH-1109B2.” As to the hard copy Original submission, it shall also identify the proposal as “Original.”

5.7.2 Letter of Transmittal

This section of the proposal shall be entitled “Letter of Transmittal,” and shall contain a letter of transmittal, printed on Proposer’s letterhead. The letter must include the following:

- 5.7.2.1 Proposer’s name and address, and the name, title, address, telephone number, fax number, and e-mail address of the person authorized to represent the Proposer during negotiations;
- 5.7.2.2 A statement that the Proposer understands and agrees that its submission of a proposal constitutes a firm and irrevocable offer and an acknowledgment and acceptance of, and a willingness to comply with, all the terms and conditions of this RFP and any RFP addenda thereto, subject to the exceptions set forth in the proposal, if any;
- 5.7.2.3 A statement indicating whether Proposer intends to perform this project as a single Contractor or as a prime Contractor with one or more subcontractors. If the proposal is not a single Contractor proposal, the letter shall clearly indicate the other entity(ies) proposed to be involved and the nature of its/their proposed role(s);
- 5.7.2.4 Identity of all proposed Subcontractors, the amount of all Work to be done by each of the Subcontractors and a description of all Work to be performed by each of the Subcontractors in accordance with Exhibit 21 (List of Subcontractors) to Appendix V (County Required Forms);
- 5.7.2.5 A statement from each proposed Subcontractor indicating its willingness to work with Proposer as a Subcontractor under any resultant Agreement, and its intent to sign a formal subcontract agreement with the Proposer shall be submitted with the signature of the person authorized to bind the proposed Subcontractor. All subcontract agreements shall be required to be fully executed before any resultant Agreement is approved by County;
- 5.7.2.6 Any subcontracts entered into during the term of any resultant Agreement shall comply with the provisions of Paragraph 14 (Subcontracting) of Appendix E (Sample Agreement);



5.7.2.7 A statement confirming that Proposer is qualified to do business in California and including its corporate charter number, and an assurance that any Subcontractor proposed is also qualified to do business in California; and

5.7.2.8 The Proposer's federal tax identification number.

5.7.3 The Letter of Transmittal must be executed by: (1) an owner, if Proposer is a sole proprietorship; (2) an authorized officer (preferably with corporate seal attached), if Proposer is a corporation; (3) an authorized general partner, if Proposer is a general or limited partnership; or (4) the manager or a managing member, if Proposer is a limited liability company. A proposal signed by an agent other than the above, must include a power of attorney authorizing the signature. In addition, all persons signing on behalf of the Proposer are required to warrant that they are authorized to sign for and on behalf of the Proposer. Otherwise, the proposal shall be rejected as irregular.

5.7.4 **Table of Contents**

The Table of Contents shall be a comprehensive listing of material included in the proposal response, identified by sequential page numbers and by section reference numbers.

5.7.5 **Executive Summary (Section A)**

The proposal shall include an executive summary of the Proposer's understanding of the project, in terms of scope, technical solutions, project approach, challenges and risks (with suggestions for mitigating them) and Proposer's experience and other qualifications to meet all the requirements set forth in this proposal. Proposer's executive summary will be used as County's orientation to the proposal. The executive summary shall not exceed ten (10) pages, with a suggested length of approximately seven (7) pages.

5.7.6 **Proposer's Qualifications (Section B)**

Proposer's response shall clearly describe how the Proposer's organization has the background, experience and financial stability to provide and perform the Work described in the Specifications set forth in Appendix E (Sample Agreement).

Proposer shall complete and include in Section B (Proposer's Qualifications), of its proposal the following:



5.7.6.1 Vendor Information Response (Section B.1)

Proposer must complete and submit Appendix B.3 (Vendor Information Response) all requested documentation, including sufficient documentation on the financial status of the entity, to establish that the Proposer will continue in business through the Term of any resultant Agreement, and can finance the costs of all System Software, personnel, maintenance, and other Work. Proposer shall, at a minimum, provide the following:

5.7.6.1.1 Copies of the Proposer's AUDITED financial statements for fiscal years 2008, 2007, and 2006, prepared in compliance with Generally Accepted Accounting Principles (GAAP). Income tax returns **shall not** be accepted to meet these requirements. Financial statements will be kept confidential if so stamped on the top of each page.

5.7.6.1.2 Failure or refusal to submit complete audited financial statements and information in Section 2.0 (Vendor Profile) to Appendix B.3 (Vendor Information Response) shall result in the Proposer being found non-responsive and the proposal rejected without further review in the County's sole and absolute discretion.

5.7.6.2 Proposed Staffing Plan (Section B.2)

Proposer must develop and submit a detailed staffing plan including a proposed project organizational chart that will ensure full compliance with the minimum requirements set forth in Section 3.2.2 (Key Staff Qualifications) and the Work described in the Statement of Work. The plan shall describe the roles and staff resources that will be assigned to complete the Work described in the Statement of Work and Specifications and clearly identify if any one individual is proposed to cover more than one (1) staffing area described in Section 3.2.2.3 (Proposer's Technical Staff Minimum Qualifications). The plan shall be supported by and consistent with the Proposer's fixed costs as listed in Appendix C (Price and Schedule of Payments). The narrative response shall not exceed four (4) pages with a suggested length of approximately three (3) pages.



5.7.6.3 Project Manager Qualifications (Section B.3)

Proposer must identify and provide a resume for the proposed Project Manager and list degrees and certifications. The resume must clearly describe how the proposed Project Manager meets the minimum qualifications and experience requirements set forth in Sections 3.2.2.1 (Dedicated Participation and English Language Fluency) and 3.2.2.2 (Proposer's Project Manager Minimum Qualifications), and is otherwise qualified to oversee the performance of all Work hereunder. The narrative response shall not exceed four (4) pages with a suggested length of approximately three (3) pages.

Note: County recognizes that Proposer cannot guarantee availability of the proposed Project Manager named at time of proposal submission. Without limiting Paragraph 3 (Administration of Agreement) of Appendix E (Sample Agreement), any replacement of key staff, shall be required to meet all qualifications and experience as set forth in Section 3.2.2 as well as have at least equivalent qualifications and experience of the originally proposed key staff member, as determined by County.

5.7.6.4 Technical Staff Minimum Qualifications (Section B.4)

Proposer must complete and submit Appendix B.6 (Proposer's Technical Staff Minimum Qualifications) to identify technical staff members, and technical roles (e.g., technical architect, System Administrator, Database Administrator, application development manager, etc.). Proposer shall clearly indicate that each proposed technical staff member meets the minimum qualifications and experience requirements set forth in Sections 3.2.2.1 (Dedicated Participation and English Language Fluency) and 3.2.2.3 (Proposer's Technical Staff Minimum Qualifications) for such person's position and is fully qualified to provide and perform the Work proposed hereunder.

5.7.6.5 Pending Litigation and Judgments (Section B.5)

In addition to the submission and completion of Exhibit 12 (Proposer Involvement in Litigation/Contract Compliance Difficulties) to Appendix V (County Required Forms), Proposer must list any pending or threatened litigation including, where appropriate, an opinion by Proposer's counsel as to the likelihood that any liability resulting from litigation will materialize, and an estimate of the dollar value of the liability. Proposer shall also



comment on whether any pending or potential financial commitments as well as any pending or threatened litigation will adversely affect the Proposer's ability to perform any resultant Agreement. A PDF copy of the list shall be included in Section B of the proposal.

5.7.7 Proposer's Approach (Section C)

5.7.7.1 Approach to Providing the Required Work (Section C.1)

Proposer must complete and submit Section 1.0 (Approach) of Appendix B.7 (Proposed Project Approach and Schedule) to clearly describe the benefits of its approach for providing all required Work described in the Statement of Work.

5.7.7.2 Proposed Detailed Work Plan (Section C.2)

Proposer must develop and submit a proposed Detailed Work Plan using the most recent version of Microsoft Office Project in accordance with Section 2.0 (Proposed Project Schedule) of Appendix B.7 (Proposed Project Approach and Schedule) and Task 1.3 (Develop and Present Detailed Work Plan) of the Statement of Work.

5.7.7.3 Relevant Assumptions (Section C.3)

Proposer must submit a narrative summary not to exceed five (5) pages in accordance with Section 3.0 (Relevant Assumptions) of Appendix B.7 (Proposed Project Approach and Schedule).

5.7.8 Proposer's Technical Solution Response (Section D)

Proposer shall define their business solution by providing responses in each and every required section as requested in:

5.7.8.1 The Microsoft Excel workbook file name "Appendix B.1 Functional Requirements Response":

- Section I Referral-In
- Section II Screening
- Section III Authorization
- Section IV Intake
- Section V Service Delivery



- Section VI Billing
- Section VII Closure
- Section VIII Claims
- Section IX Portals

5.7.8.2 The Microsoft Excel workbook file name “Appendix B.2 Technical Requirements Response”:

- Section I System Architecture
- Section II Database
- Section III Reporting
- Section IV Security
- Section V EDI
- Section VI Ease of Use
- Section VII System Reliability
- Section VIII Production Control
- Section IX Other Environment
- Section X System Standards
- Section XI Interfaces

5.7.8.3 Appendix B.2.1 – Technical Narrative Requirements Response

5.7.8.4 Appendix B.4 – System Hardware Response:

- Section 4.0 Required Hardware
- Section 4.1 Recommended User Hardware
- Section 4.2 Required Peripheral Hardware

5.7.8.5 Appendix B.5 – System Software Response:

- Section 2.0 Proposed System Software
- Section 3.0 Proposed Software For Applicable Technical Requirements
- Section 4.0 Correspondence to DMH Functions



- Section 5.0 Proposed Software Not Matched to Specific Requirements Listed in Section 4.0 (Correspondence to DMH Functions)

Note: County will purchase System Hardware under a separate contract as set forth in Appendix B.4 (System Hardware Response) of this RFP.

5.7.9 Acceptance of or Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Requirements of Appendix A (Statement of Work) (Section E).

5.7.9.1 It is the duty of every Proposer to thoroughly review Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work) to ensure compliance with all terms, conditions, and requirements. Unless expressed otherwise by the Proposer in its proposal, each Proposer is deemed to have accepted, as stated, the County's terms and conditions in Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and the County's requirements in Appendix A (Statement of Work). Proposer may take exceptions to the County's terms, conditions, and requirements only as provided in Section E of its proposal as described below.

5.7.9.2 Section E of Proposer's response must include the following documents:

5.7.9.2.1 A statement offering the Proposer's acceptance of or exceptions to the terms and conditions specified in each Appendix E (Sample Agreement); Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work).

5.7.9.2.2 As to each exception in Appendix E (Sample Agreement); Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work), Proposer shall provide the proposed alternative language as a "redlined" against the original language for County's consideration.

Furthermore, each "redlined" submission must be entered directly into the electronic Microsoft® Office Word 2003 document provided by County for each applicable Appendix E (Sample Agreement),



Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work).

- 5.7.9.3 Regarding the “redlined” versions of the provisions in question, edit only substantively changed portions of each such provision. Do not provide an alternative proposed Agreement or substitute entire new provisions where mark-up of the existing provisions will provide the same substantive effect. Mark-up or editing of any existing provisions must be clearly identifiable (i.e., use of strikeout, colored fonts to identify changes, or Track Changes in Microsoft® Office Word, etc.). Failure to adhere to this procedure may at County’s sole discretion render the proposal non-responsive. The County relies on this procedure to evaluate and consider Proposer’s exceptions. Any provision to which no exception is taken in the proposal shall be deemed accepted by the Proposer and proposed changes to such provisions will not be subsequently accepted by County during negotiations or otherwise. Any attempt to later introduce new proposed revisions may constitute cause for a determination of Contractor nonresponsibility.
- 5.7.9.4 As to each exception, the Proposer must provide all information requested in Exhibit 22 (Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work)) to Appendix V (County Required Forms), which will allow County to evaluate and consider Proposer’s exceptions.
- 5.7.9.5 The County reserves the right to determine if Proposer’s exceptions are substantially material to deem the proposal nonresponsive and not subject to further evaluation.
- 5.7.9.6 The County reserves the right to make changes to Appendix E (Sample Agreement), including any Exhibits and Attachments thereto, at its sole discretion.
- 5.7.9.7 Failure to provide a statement of acceptance or to list the exceptions to the terms and conditions in each of Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work) as described above will result in the Proposer being found non-responsive in the County’s sole and absolute discretion.



5.7.10 **Additional Proposer Information and Certifications (Section F)**

Include all of the County Required Forms of Appendix V (County Required Forms) as listed below. Complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement. Forms may be expanded, as necessary, to provide complete responses.

- Exhibit – 1 Proposer’s Organization Questionnaire/Affidavit
- Exhibit – 2 Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
- Exhibit – 3 Certification of No Conflict of Interest
- Exhibit – 4 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit – 5 County of Los Angeles Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
Note: Proposer must already be certified as a Local SBE prior to proposal submission to be eligible to request the proposal be considered for the Local SBE Preference.
- Exhibit – 6 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit – 7 County of Los Angeles Contractor Employee Jury Service Program – Certification Form and Application for Exception
- Exhibit – 8 Offer to Perform and Acceptance of Terms and Conditions for an Integrated Behavioral Health Information System (IBHIS)
- Exhibit – 9 Certification of Employee Status
- Exhibit – 10 Proposer Certification
- Exhibit – 11 Proposer’s Agreement to Adhere to the County’s Child Support Compliance Program
- Exhibit – 12 Proposer Involvement in Litigation/Contract Compliance Difficulties
- Exhibit – 13 Current Members of Board of Directors
- Exhibit – 14 Intentionally Omitted
- Exhibit – 15 Charitable Contributions Certification
- Exhibit – 16 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- Exhibit – 17 Request for Proposal/Grounds for Rejection
- Exhibit – 18 Proposer’s Nondiscrimination in Services Certification
- Exhibit – 19 Transitional Job Opportunities Preference Application



- Exhibit – 20 Proposer’s References
- Exhibit – 21 List of Subcontractors
- Exhibit – 22 Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work)
- Exhibit – 23 Certification of Compliance with the County’s Defaulted Property Tax Reduction Programs

5.7.11 Price Proposal (Section G)

Proposer shall provide fixed total price responses to install and implement the proposed System. The Proposer shall not include any assumptions in its Price Proposal other than as expressly stated in its responses to the other sections. Furthermore, the Price Proposal shall not reflect any price reductions based on County’s acceptance of any exceptions set forth in Section E of the proposal. Template pricing schedules are provided in Appendix C (Price and Schedule of Payments) as blank templates for completion and inclusion with the proposal. No other templates shall be accepted. If Proposer believes that any formula is incorrect, such Proposer shall not attempt to modify any formula, but shall immediately notify County’s POC, in writing, as set forth in Section 4.2 (County Point of Contact and RFP Communications). Proposer’s stated prices and rates shall cover Proposer margins and all direct and indirect costs whatsoever, including without limitation all costs of Third Party Software, taxes, out-of-pocket expenses (e.g., lodging, travel, parking and supplies), salaries, employee benefits, transportation charges and other overhead costs. No costs or fees other than those expressly provided in the response to Appendix C (Price and Schedule of Payments) shall be permitted. In the event County requests additional training, the proposed fixed price per trainer shall not exceed the proposed fixed labor rates specified in Section V (Other Professional Services) to Appendix C (Price and Schedule of Payments).

The Proposer shall complete each and every required section as requested in Appendix C (Price and Schedule of Payments) and provide fixed total price responses as requested in The Microsoft Excel workbook file name “Appendix C Price and Schedule of Payments”:

- Section I.A System Software: Baseline Application Software
- Section I.B System Software: Third Party Software
- Section II System Training
- Section III.A Professional Services: Custom Programming Modifications
- Section III.B Professional Services: Interfaces



- Section III.C Professional Services: Fixed Price Professional Services
Part A: Other SOW Professional Services
Part B: Other Implementation Tasks
- Section IV Maintenance and Support Services
- Section V Other Professional Services
- Schedule of Payments

5.7.12 **Additional Proposer Materials (Section H)**

Proposer may include in this Section H limited, specific material not specifically requested by County. **Note: Materials submitted in this Section H will not be scored and will have no bearing on final selection.** Furthermore, consideration should be given to providing substantive, accurate, appropriate and relevant information to support an accurate understanding of Proposer's response. All such materials must be submitted in accordance with Section 5.5.3 of this RFP.



6.0 SELECTION PROCESS AND EVALUATION CRITERIA

6.1 EVALUATION OVERVIEW

All proposals will be evaluated based on the criteria listed in this Section 6.0 and in accordance with newly established Board approved County Policy No. 5.054 (Evaluation Methodology for Proposals). County will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. County will review each proposal to ensure that the Proposer was responsive to the RFP requirements, and is a responsible Proposer, which will include without limitation a review of the County's contract database as well as the list of debarred County contractors. County will review all responses to Appendix B (Technical Solution Response) documents to determine the adequacy, soundness and thoroughness of the proposed solution. Consideration will be given to capabilities or advantages of each proposed System which are clearly described in the proposals and confirmed by presentations, demonstrations, reference checks and site visits.

County reserves the right to contact individuals, entities, or organizations who have had contracts or relationships with the Proposer and/or with staff intended for this effort, whether or not they are identified as references, to verify that the Proposer has successfully performed its contractual obligations in other similar efforts, and otherwise to audit or verify the Proposer's qualifications and/or request additional information at any time during the selection process. The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the most qualified proposal.

The selection process will begin with receipt of the proposals on the due date indicated in Section 1.3 (RFP Timetable) of this RFP. Proposals will be evaluated by the County Evaluation Committee (Committee) which will include representatives from DMH. The sole objective of the Committee shall be to recommend to DMH's Director and the Board, the Proposer whose proposal is most advantageous and provides the best value to County, price and other factors considered. The Committee and DMH will use the evaluation criteria described herein to select a prospective Contractor. The County may utilize the services of appropriate subject matter experts throughout the selection process. The evaluation will be conducted in three (3) phases:

- Phase I – Pass/Fail Review
- Phase II – Evaluation of Qualifying Proposals
- Phase III – Demonstrations, References and Site Visits

Failure of the Proposer to adhere to the proposal submission requirements as outlined in Sections 5.0 (Proposal Requirements) and 6.0 (Selection Process and Evaluation Criteria) shall eliminate its proposal from any further consideration at any point in the evaluation, in the County's sole and absolute discretion. Failure of a Proposer to address



or meet the requirements stated in the RFP, as determined by County, may result in disqualification of the proposal or lower points scored, as determined by County. Proposals must pass each phase to advance to the next phase. County will notify non-qualifying Proposers in writing.

County will evaluate all properly submitted proposals. County reserves the right to reject any or all of the proposals received, or cancel this RFP, at any time. County also reserves the right to waive any minor irregularities or immaterial defects in proposals as determined by County. Where County waives any minor irregularities or immaterial defects, such waiver shall in no way modify RFP requirements or excuse the Proposer from compliance with RFP specifications and other contract requirements if the Proposer is awarded any resultant Agreement.

County reserves the sole right to judge the contents and presentation of the proposals submitted and select the successful proposal, if any. Evaluations will be based upon the information provided in the proposals and such other information as County deems appropriate.

6.2 PHASE I - PASS/FAIL REVIEW (ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS, PROPOSER'S RESPONSIVENESS AND RESPONSIBILITY)

6.2.1 The "pass/fail" review shall verify that Proposer meets all minimum mandatory requirements as outlined in Section 3.2 (Minimum Mandatory Requirements) of this RFP. Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to Appendix V (County Required Forms) provided in Section F and applicable proposal responses shall be reviewed without limitation to confirm Proposer's compliance.

6.2.2 The "pass/fail" review shall determine Proposer's compliance with Letter of Transmittal requirements set forth in Section 5.7.2 (Letter of Transmittal) of this RFP.

6.2.3 The "pass/fail" review shall verify Proposer's compliance with all County Required Forms requested in Section F.

6.2.4 A "pass/fail" review shall determine Proposer's compliance with each requirement for submission, as outlined in Section 5.0 (Proposal Requirements) of this RFP.

6.2.5 County will notify non-qualifying Proposers in writing.

6.3 PHASE II - EVALUATION OF QUALIFYING PROPOSALS

Qualifying proposals remaining after Phase I (Pass/Fail Review) will be evaluated based on a combination of Proposer's qualifications, financial stability, project management approach, business solution, technical solution and price, including the soundness of the



proposed technical approach and solution; as well as the impact of exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), and requirements of Appendix A (Statement of Work).

Points will be allocated to remaining proposals based on a review and assessment of Proposer's response provided in the proposal content in accordance with Section 5.7 (Sequence and Content). Proposals will be evaluated using a ten thousand (10,000) point scoring process. All proposals will receive a composite score and be ranked in numerical sequence from high to low.

6.3.1 Evaluation Criteria and Scoring

Phase II evaluation points will be allocated to each evaluation criteria category in accordance with the percentage weight shown in the Phase II Evaluation Criteria Category table below. Seventy-five percent (75%) of the total points will be allocated to the Phase II score [i.e., seventy-five percent (75%) of the ten thousand (10,000) points apportioned to Phase II of the evaluation]. The remaining twenty-five percent (25%) of the total points will be allocated to the Phase III score.

Phase II Evaluation Criteria Category	Maximum Points	Weight
a. Qualifications	1,500	20%
b. Approach	1,125	15%
c. Functional Requirements Response	1,875	25%
d. Technical Requirements Response	1,125	15%
e. Exceptions ²	—	—
f. Price	1,875	25%
Overall Scoring	7,500	100%

For each Phase II evaluation criteria category, the Proposer with the highest raw score will receive the maximum points available for such evaluation criteria category. The raw score of each evaluation criteria category for each of the other Proposers will be normalized by awarding a percentage of the maximum points available for such evaluation criteria category, as follows:

² See Section 6.3.7 [Proposer Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), and Appendix A (Statement of Work)] for a description of the exception category.



$Y = (N \text{ divided by } X) \text{ times maximum points available}$

Where:

N = Phase II evaluation criteria categories (a-f) raw score for Proposer n

X = Highest response evaluation criteria categories (a-f) raw score of all qualified Proposers

Y = Phase II evaluation criteria categories (a-f) normalized score for Proposer n

6.3.2 While Section A Executive Summary will not be scored, it will be used as County's orientation to the proposal.

6.3.3 **Proposer Qualifications (1,500 Points)**

Section B of the proposal will be evaluated as follows:

6.3.3.1 Section B.1 of the proposal will be evaluated as to financial stability, experience and capacity to provide and perform the Work described in the Statement of Work.

6.3.3.2 Section B.1 of the proposal will be evaluated with respect to Proposer's insurability and financial capability in accordance with audited financial statements provided for fiscal years 2008 - 2006 to perform and maintain itself throughout the Term of the proposed Agreement. The County reserves the right to request, obtain, and evaluate additional information regarding Proposer's financial capability and/or insurability.

6.3.3.3 Section B.2 of the proposal will be evaluated on the adequacy of its staffing approach to complete the Work described in the Statement of Work.

6.3.3.4 Section B.3 of the proposal will be evaluated for the qualifications and experience of the proposed Project Manager.

6.3.3.5 Section B.4 of the proposal will be evaluated on the proposed roles of proposed technical staff members and their experience and qualifications to perform the Work set forth in the proposal.

6.3.3.6 Section B.5 of the proposal will be evaluated and a review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer. Pending or actual litigation or judgments against the Proposer may or may not negatively impact Proposer's score. However, failure and/or refusal to report litigation and/or judgments will result in the proposal being found non-



responsive and the proposal shall be eliminated from further review at the County's sole and absolute discretion.

6.3.4 Proposer's Approach (1,125 Points)

6.3.4.1 Section C of the proposal will be evaluated on the practicality, associated risks, feasibility and relevant assumptions of the Proposer's approach for providing all required Work of this RFP and the efficiency of the Detailed Work Plan as it relates to Proposer's planning and timing of project activities in the performance of each Deliverable set forth in the Statement of Work.

6.3.4.2 Section C.1 of the proposal will be evaluated on the practicality, associated risks, and feasibility of the Proposer's approach for providing all required Work of this RFP and in accordance with the Statement of Work.

6.3.4.3 Section C.2 of the proposal will be evaluated on the practicality, associated risks, feasibility and the efficiency of the Detailed Work Plan as it relates to Proposer's planning and timing of project activities in the performance of each Deliverable set forth in the Statement of Work.

6.3.4.4 Section C.3 of the proposal will not be evaluated but will provide information to support an accurate understanding of Proposer's relevant assumptions to its approach and timeline.

6.3.5 Proposer's Functional Requirements Response (1,875 Points)

Section D of the proposal will be evaluated to determine the extent to which the proposed solution meets County's clinical, financial and administrative requirements. While the Functional Requirements Response matrix is designed to be a self scoring assessment of Proposer's ability to provide requested functionality, County in its sole discretion may elect to adjust Proposer's scores where discrepancies between Proposer's comments and score exist.

6.3.6 Proposer's Technical Requirements Response (1,125 Points)

Section D of the proposal will be evaluated to determine the extent to which the proposed technical solution, approach and technology comprehensively meets County's technical requirements and preferences and supports County's strategic direction and existing information technology standards. While the Technical Requirements Response matrix is designed to be a self



scoring assessment of Proposer's ability to provide requested functionality, County in its sole discretion may elect to adjust Proposer's score where discrepancies between Proposer's comments and score exist.

6.3.7 Proposer Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), and Appendix A (Statement of Work)

Section E of the proposal will be evaluated to determine the extent and acceptability of the exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), and requirements of Appendix A (Statement of Work) and qualification for continued evaluation. County, in its sole discretion, may deduct up to ten percent (10%) or may disqualify a proposal based on the impact of the exceptions.

6.3.8 Price Proposal Evaluation Criteria (1,875 Points)

Section G of the proposal will be evaluated as follows:

6.3.8.1 The price proposal will be scored based on the lowest total price as stated in the Total Pricing Summary Table of Appendix C (Price and Schedule of Payments) provided in Section G of the proposal. The Proposer with the lowest total price will receive one thousand, eight hundred seventy-five (1,875) score points.

6.3.8.2 The County reserves the right to select the pricing structure deemed by the County, in its sole discretion, to be the most beneficial and cost effective for the County. If any price schedule or component thereof is incomplete or unreasonable, County may at its sole discretion, deduct points or disqualify the proposal.

6.3.8.3 The County may request written clarification(s) of the price proposal at any time during this evaluation. Each Proposer shall submit such a written clarification of the applicable portions of its price proposal within a County-specified time period and in compliance with all County instructions as set forth in the request. Proposer understands and agrees that any such clarification shall be limited to clarifying the County-specified portions of its price proposal, shall comply with all County instructions as set forth in the request, and shall be considered part of the proposal for all purposes, including proposal evaluation. If Proposer fails to submit such a clarification within the County-specified time period, the price proposal shall stand as written for all purposes, including proposal evaluation.



6.3.8.4 Should one or more of the Proposers' request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the cost component points will be determined as follows:

6.3.8.4.1 **Local SBE Preference:** Five percent (5%) of the lowest absolute cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference for the purpose of the points award. The adjusted price will then be used to compute price scoring as set forth above.

6.3.8.4.2 **Transitional Job Opportunities Preference:** Five percent (5%) of the lowest cost proposed will be calculated and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

6.3.8.5 While Section H of the proposal will not be scored and will have no bearing on final selection, it will be reviewed for relevant information to support an accurate understanding of Proposer's response.

6.3.9 **Phase II Scoring**

The normalized points for each Proposer's Phase II evaluation criteria category will be combined for a composite score and all proposals will be ranked in numerical order from high to low at the conclusion of Phase II evaluation of qualifying proposals.

6.4 **PHASE III – DEMONSTRATIONS, REFERENCES AND SITE VISITS**

The three (3) highest ranking proposals based upon Phase II composite scores will advance to Phase III. County will notify non-qualifying Proposers in writing. Evaluation of qualifying proposals under Phase III will be based on a combination of demonstrations, reference checks and site visits.

6.4.1 **Evaluation Criteria and Scoring**

Phase III evaluation points will be allocated to each evaluation criteria category in accordance with the percentage weight shown in the Phase III Evaluation Criteria Category table below. Twenty-five percent (25%) of the



total points [i.e., twenty-five percent (25%) of the ten thousand (10,000) points apportioned to Phase III of the evaluation] will be allocated to the Phase III evaluation criteria categories as follows:

Phase III Evaluation Criteria Category		Maximum Points	Weight
a.	Demonstrations	1,500	60%
b.	References	250	10%
c.	Site Visits	750	30%
Overall Scoring		2,500	100%

If the point differential between any of the top three (3) highest ranking proposals based upon Phase II composite scores is greater than the two thousand, five hundred (2,500) points allocated in Phase III, County in its sole and absolute discretion may not request a demonstration of Proposer's proposed System functionality and cease further evaluation of said proposal.

For each Phase III evaluation criteria category, the Proposer with the highest raw score will receive the maximum points available for such evaluation criteria category. The raw score of each evaluation criteria category for each of the other Proposers will be normalized by awarding a percentage of the maximum points available for such evaluation criteria category as follows:

$Y = (N \text{ divided by } X) \text{ times maximum points available}$

Where:

N = Phase III evaluation criteria categories (a-c) raw score for Proposer n

X = Highest response evaluation criteria categories (a-c) raw score of all qualified Proposers

Y = Phase III evaluation criteria categories (a-c) normalized score for Proposer n

6.4.2 **Demonstrations (1,500 Points)**

County, in its sole and absolute discretion, will request demonstrations to evaluate Proposer's proposed System functionality. Proposers shall be required to make a presentation and provide a demonstration of the proposed System as described in this Section 6.4 to County, at County's request. County will notify each Proposer in writing as to the date, time, and location, and provide guidelines for the content and format of the presentation, including any proposed key staff that will be required to attend. Upon notification, Proposer must be willing and able to make a presentation in person to the Committee at a County Facility. As part of the presentation,



County may request clarifications from the Proposer regarding any portion of its proposal.

The presentation will have standardized guidelines for content and format, including without limitation a question and answer session and demonstration of proposed System functionality based on scripts provided in advance by County. Demonstrations of the appropriateness and thoroughness of solutions presented and the proposed System functionality as described further in this Section 6.4.2 will be evaluated. County may elect to videotape the presentation.

Proposer should note that County is expressly interested in each Proposer's demonstrated understanding of County's role as both a mental health provider and plan administrator during its presentation and demonstration. During the presentation, Proposer will demonstrate how its proposed COTS functionality meets County's clinical and business requirements. This shall include without limitation:

- A demonstration of service delivery from the initial referral of the client to claims submission and administration using a "day in the life" scenario to demonstrate the typical daily interactions County Staff will have with the proposed System;
- The Proposer's approach to outcome measures data collection and reporting;
- Key features, navigational expedience, and logical process flow;
- Ability to provide satisfactory response time, run on existing or planned equipment, and scale for increasing transaction volume and user counts;
- Ease of use and intuitiveness of the processes used to perform the functions of the proposed System; and
- Ability to meet field level edits, cross-edits, and System alerts to ensure data integrity.

In addition to the scripted elements of the demonstrations, County may also request information and ask questions specific to Proposer's responses at the presentation, and/or ask other questions of a general nature.

6.4.3 **References (250 Points)**

Reference checks will be performed to provide County with a basis for determining the level and quality of Proposer's experience and success in supporting systems similar in functionality to the proposed System, and to verify that the Proposer has successfully performed its contractual obligations in other similar efforts.



6.4.3.1 References requested in Exhibit 20 (Proposer's References) of Appendix V (County Required Forms) of Section F of the proposal will be contacted and their responses evaluated on the scope of Proposer's prior experience and level of performance. County must be able to establish at least one (1) favorable reference for a Proposer. In addition to the references provided, a review will include the County's contract database, if applicable, reflecting past performance history on County agreements, and a review of terminated agreements.

6.4.3.2 It is the Proposer's responsibility to inform each point of contact that she/he is being named as a reference and of DMH's normal working hours of Monday through Friday, from 8:00 a.m. to 5:00 p.m., Pacific Standard Time. Proposers are responsible for the accuracy of the contact information of their references including providing current and accurate mailing addresses, telephone numbers and e-mail addresses. References should be able to describe completed and/or ongoing projects in which the size, volume, and scope are as close as possible to the project described in this RFP. References should be able to describe Proposer's performance and responsiveness to the project, including without limitation adherence to deadlines, customer support, maintenance, troubleshooting, agreement compliance, Proposer's response to changes, ability to stay within project budget, Proposer's knowledge, staffing changes, Proposer's ability to implement updates, and types of hardware and software used.

6.4.3.3 County, in its sole discretion, will lower Proposer's overall score in this category if:

- Reference(s) fail to substantiate Proposer's description of the services provided; or
- Reference(s) fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
- DMH is unable to reach references with reasonable effort within three (3) Working Days following DMH's initial attempt to do so.

6.4.4 **Site Visits (750 Points)**

County will conduct site visits to evaluate Proposer's experience and success in implementing and supporting systems similar in functionality to the proposed System. Upon notification by County in writing, each Proposer shall be required to provide the names and addresses of customers where the core



of the customer's system is similar in scope and complexity to the proposed System, and preferably processing Medi-Cal claims and recommend the two (2) most appropriate sites to visit based on Proposer's knowledge of this RFP. Site visit arrangements will be made by County directly with the agency hosting the site visit, independent of the Proposer. County may elect to conduct a site visit at any agency provided as a reference by the Proposer, at any agency listed as a current or past customer in its proposal, or at any agency otherwise known to County. Proposer shall not attend or participate in the site visit.

6.5 CONTRACTOR SELECTION

Phase III scores will be added to Phase II scores to produce final scores and ranking of proposals. The Proposer receiving the highest composite score at the end of Phase III (Demonstrations, References and Site Visits) may be selected for negotiation. The County retains the right to select a proposal other than the proposal receiving the highest number of points, if County determines, in its sole discretion, that another proposal is otherwise the most qualified, cost-effective, responsive, responsible and/or otherwise in the best interests of the County.

Without limiting the foregoing, County may select the next highest ranking Proposer if it discovers disqualifying problems with the highest ranking Proposer (e.g., insolvency, contract default, state or County debarment, any business practice, or false, misleading, or unrealistic information or pricing submitted in response to this solicitation). Those Proposers not selected will be so notified in writing.

County additionally reserves the right, in its sole discretion, to enter into simultaneous negotiations with more than one Proposer, at the same time or separate times, and to terminate negotiations with any Proposer with which it is negotiating, at any time, also as determined by County in its sole discretion.

Upon selection of one or more Proposers with whom to negotiate, in accordance with the provisions of this RFP, a recommendation to commence contract negotiations with the selected Proposer(s) may be made by the Committee to the Director of DMH. Appendix E (Sample Agreement) serves as the foundation for contract negotiations.

6.6 CONTRACT NEGOTIATIONS

After one or more prospective Contractors have been recommended by the Committee and approved by the Director of DMH for negotiation, County and the prospective Contractor(s) shall negotiate toward agreements for possible submission to the Board for consideration. Negotiations will be held at a site to be determined by County.



6.7 FINAL CONTRACT AWARD BY BOARD OF SUPERVISORS

After a prospective Contractor has been selected and an Agreement has been successfully negotiated, DMH will submit the Agreement to the Board for its consideration for approval. Notwithstanding the foregoing or anything in this RFP to the contrary, the Department's recommendation to award an Agreement will not bind the Board to award such Agreement to any prospective Contractor.