



## COUNTY OF SAN LUIS OBISPO

# DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

### REQUEST FOR PROPOSAL (RFP) PS-#969

#### Behavioral Health System Requirements and Selection Consultant

September 17, 2007 The County of San Luis Obispo is currently soliciting proposals to engage a Consultant to gather the requirements for, assist the County in selecting, and submit a Mental Health Services Act (MHSA) funding request to the California Department of Mental Health for a new Behavioral Health Electronic Health Record System.

Each proposal shall specify each and every item as set forth in the attached requirements. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit your proposal by **4:00 p.m. Pacific on October 18, 2007** to:

County of San Luis Obispo  
Department of General Services, Purchasing Department  
Phill Haley, Central Services Division  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

Proposals must be received by mail, recognized carrier, or hand delivered no later than 4:00 PM PST on October 18, 2007. Late proposals will not be considered. Submit **12** printed copies and **12** electronic copies of your proposal. The original submission shall be clearly marked "ORIGINAL." A representative authorized to commit the proposing entity in contractual matters must sign the copy marked "ORIGINAL". All printed copies of the Proposals submitted in response to this RFP shall be typed on 8½" x 11" white paper, printed on two sides, and spiral or ring (**not thermal**) bound. Electronic copies shall be submitted on CD-ROM in Microsoft Word 2003 **and** Adobe PDF file formats; proposed project plans shall be submitted in Microsoft Project 2003 **and** Adobe PDF file formats.

If you have any questions about the proposal process, please contact **Phill Haley, Buyer, at (805) 781-5904**. All other questions pertaining to the content of the proposal must be made in writing via e-mail to Melissa Carey at [mcarey@co.slo.ca.us](mailto:mcarey@co.slo.ca.us) with "**BHSRS PROJECT**" in the subject line of the message. All questions will receive a response within two business days. The question and its response will be posted (anonymously) on the Behavioral Health System Requirements RFP Internet site: <http://www.slocounty.ca.gov/itd/BehavioralHealthSysReqmts.htm>, except that the County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

<**Phill Haley**>

Buyer – Purchasing Department, Central Services Division



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

**TABLE OF CONTENTS**

**1 GENERAL INFORMATION..... 6**

1.1 THE COUNTY OF SAN LUIS OBISPO ..... 6

1.2 COUNTY INFORMATION TECHNOLOGY ENVIRONMENT ..... 7

**2 LOCAL VENDOR PREFERENCE ..... 8**

**3 GENERAL INSTRUCTIONS..... 9**

**4 TENTATIVE SCHEDULE OF EVENTS ..... 11**

**5 PRE-PROPOSAL CONFERENCE ..... 12**

**6 VENDOR SELECTION PROCESS ..... 13**

6.1 EVALUATION AND VENDOR NOTIFICATION ..... 14

6.2 NEGOTIATIONS ..... 14

**7 EXCEPTIONS TO THE RFP ..... 16**

**8 PROJECT BACKGROUND ..... 17**

8.1 HIGH LEVEL BUSINESS GOALS ..... 18

8.2 PROJECT SPONSORS AND STAKEHOLDERS ..... 18

8.3 DESIRED STATE ..... 18

**9 BEHAVIORAL HEALTH OVERVIEW ..... 19**

9.1 MENTAL HEALTH SERVICES..... 19

9.2 DRUG & ALCOHOL SERVICES..... 19

**10 BEHAVIORAL HEALTH BUSINESS PROCESSES ..... 21**

10.1 MENTAL HEALTH SERVICES..... 21

10.2 DRUG & ALCOHOL SERVICES..... 24

**11 PROJECT OBJECTIVES, APPROACH, AND SCOPE OF WORK ..... 30**

11.1 ROLE OF THE VENDOR..... 30

11.2 PROJECT ORGANIZATION..... 31

11.3 IN SCOPE ..... 31

11.4 OUT OF SCOPE ..... 31

11.5 PROJECT TASKS ..... 31

11.6 PROJECT PLAN ..... 34

11.7 PROJECT DELIVERABLES ..... 34

11.8 DELIVERABLE CONTENT AND FORMAT ..... 34

11.9 PROCESS DEFINITION ..... 35

11.10 BUSINESS RULES ..... 36



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

11.11	SYSTEM REQUIREMENT SPECIFICATIONS .....	36
11.12	PROJECT SUCCESS CRITERIA .....	38
<b>12</b>	<b>PROPOSAL SUBMISSION CONTENTS AND FORMAT .....</b>	<b>39</b>
12.1	EXECUTIVE SUMMARY .....	40
12.2	UNDERSTANDING OF SCOPE OF PROJECT .....	40
12.3	STATEMENT OF COMMITMENT .....	40
12.4	LOCAL PREFERENCE QUESTIONNAIRE .....	40
12.5	COMPANY BACKGROUND .....	41
12.6	PROJECT MANAGEMENT CAPABILITIES AND METHODOLOGY .....	42
12.7	PROCESS DEFINITION AND BUSINESS CHANGE CAPABILITIES AND METHODOLOGY .....	42
12.8	REQUIREMENTS DEFINITION CAPABILITIES AND METHODOLOGY .....	43
12.9	CONSULTANCY AND FACILITATION ENGAGEMENT STYLE .....	44
12.10	BUSINESS KNOWLEDGE SUBJECT MATTER EXPERTISE.....	44
12.11	PROPOSED PROJECT PLAN .....	46
12.12	PARTNERS AND ALLIANCES.....	46
12.13	REFERENCES .....	46
12.14	COST PROPOSAL .....	46
12.15	EXCEPTIONS TO THE RFP .....	48
12.16	VENDOR MATERIAL AND ADDITIONAL INFORMATION .....	48
<b>APPENDIX A</b>	<b>— SAMPLE COUNTY CONTRACT .....</b>	<b>49</b>
	EXHIBIT A – GENERAL CONDITIONS .....	54
	EXHIBIT B – STATEMENT OF WORK .....	61
	EXHIBIT C – COMPENSATION .....	62
	EXHIBIT D – SPECIAL CONDITIONS.....	63
	EXHIBIT E – QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT .....	66



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

**Index of Tables**

*TABLE 1 – PROPOSED PROJECT PHASES* ..... 6  
*TABLE 2 – TENTATIVE SCHEDULE OF EVENTS*..... 11  
*TABLE 3 – VENDOR EVALUATION CRITERIA* ..... 13  
*TABLE 4 – DRUG & ALCOHOL SERVICES CLIENT ENROLLMENT* ..... 24  
*TABLE 5 – DUI COMPLIANCE STANDARDS* ..... 26  
*TABLE 6 – CLIENT PAYMENTS FOR FISCAL YEAR 2006-07* ..... 28  
*TABLE 7 – BEHAVIORAL HEALTH SYSTEM REQUIREMENTS AND SELECTION PROPOSED PROJECT TASKS* ..... 31  
*TABLE 8 – BEHAVIORAL HEALTH SYSTEM REQUIREMENTS AND SELECTION DELIVERABLES* ..... 34  
*TABLE 9 – COMPANY BACKGROUND QUESTIONNAIRE* ..... 41  
*TABLE 10 – PROJECT MANAGEMENT CAPABILITIES AND METHODOLOGY*..... 42  
*TABLE 11 – PROCESS DEFINITION AND BUSINESS CHANGE CAPABILITIES AND METHODOLOGY* ..... 43  
*TABLE 12 – REQUIREMENTS DEFINITION CAPABILITIES AND METHODOLOGY* ..... 43  
*TABLE 13 – CONSULTANCY AND FACILITATION ENGAGEMENT STYLE* ..... 44  
*TABLE 14 – BUSINESS KNOWLEDGE SUBJECT MATTER EXPERTISE* ..... 45  
*TABLE 15 – COST PROPOSAL* ..... 47

**Index of Figures**

*FIGURE 1 – CALOMS PROCESS* ..... 25



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

# 1 GENERAL INFORMATION

The County of San Luis Obispo is soliciting responses to this Request for Proposal (RFP) to select a Consultant that will engage with the County and conduct the processes needed to define the requirements for a new Behavioral Health Electronic Health Record system, and submit a Mental Health Services Act (MHSA) funding request to the California Department of Mental Health (DMH) to acquire and implement a new system which meets the requirements.

The requirements for the new system must document the current business processes of both the Mental Health Services and Drug & Alcohol Services divisions of the Behavioral Health Department, and incorporate the benefits of modern technical architectures and user interfaces. The requirements must document the processes underpinning the workflows of both divisions.

The request for MHSA funding submittal to DMH must meet the format, content and needs specified by DMH.

**Table 1 – Proposed Project Phases**

Phase	Description
1.	Business process analysis and requirements definition
2.	System selection process
3.	MHSA funding request preparation and submittal

The goal of the County is to select a Consultant that has adequate business knowledge, consultancy skills, and breadth and depth of manpower and experience to ensure that the project can be delivered within agreed timescales and budget.

## 1.1 THE COUNTY OF SAN LUIS OBISPO

Of the current 58 California counties, San Luis Obispo County is one of the original 11 counties established along with statehood in 1850. The county has over 3,300 square miles of land and a population of over 250,000 people. Employment is principally from tourism, agriculture, education, and local, county, and state government services. The County of San Luis Obispo has 22 departments and employs approximately 3,000 people.

### **County of San Luis Obispo Mission Statement:**

The County’s elected representatives and employees are committed to serve the community with pride and to enhance the economic, environmental, and social quality of life in San Luis Obispo County.

Additional information about the County can be accessed via the web at: [www.slocounty.ca.gov](http://www.slocounty.ca.gov).



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

### 1.2 COUNTY INFORMATION TECHNOLOGY ENVIRONMENT

San Luis Obispo County has adopted a strategic initiative to move from its older, legacy information systems towards the Microsoft architecture.

County departments are standardized on Microsoft Office products. File/print and directory services are provided by Microsoft file servers and Active Directory.

Networking is provided over County-owned fiber optic and leased data circuits that are supported through the centralized Information Technology Department (ITD) network group and provides services to approximately 120 remote locations throughout the County. The network group supports Frame Relay, Point-to-Point, and Ethernet protocols. County-owned fiber is available geographically throughout the County. Leased-line services are provided by local telecom contractors although the need for these services has been decreasing due to an increase in fiber availability.

Internet connection is provided via two local telecom contractors with a total bandwidth of 20Mbps. The County runs a fully certified security zone (DMZ) with redundant firewalls.

Lotus Notes is the County standard e-mail and enterprise collaboration tool.

Almost all departments use Windows 2000 Server, Windows Server 2003, and/or Linux to host their business applications. Microsoft SQL Server is the primary supported enterprise-level database.

ITD's Technical Support staff is available 7:30 AM until 5:00 PM, Monday through Friday to assist users with problems. Technical Support is also available after hours or on the weekend for certain critical applications, on an on-call basis.

The County supports a variety of enterprise and departmental applications. Most departments, including the Behavioral Health department, use applications that are:

1. Commercial Off-The-Shelf (COTS) Applications – applications supported by ITD and/or distributed technical staff within County departments.
2. Custom PC Applications - Custom developed and supported by the County department and/or ITD.
3. Custom Browser Based Applications – Custom developed and supported by the County department and/or ITD.

Desktop and portable hardware is standardized on HP/Compaq and Dell products and the supported operating systems are Windows 2000 and Windows XP.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 2 LOCAL VENDOR PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with a 5% preference for local vendors except when State law or other law or regulation precludes use of a local preference.

A "local" vendor will be approved as such when:

1. It conducts business in an office with a physical location within the County of San Luis Obispo;
2. It holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo; and
3. Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate Proposals considering the local vendor preference described above. The burden of proof will lie with Vendors relative to verification of "local" vendor preference. Should any questions arise, please contact **Phill Haley, Buyer, at (805) 781-5904**. All prospective Vendors are encouraged to quote the lowest prices at which they are willing to furnish the items or services listed in County Request for Proposal.

All Vendors shall include in their proposal a completed and signed Local Preference Questionnaire found in Section 12.4 below.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

### 3 GENERAL INSTRUCTIONS

Vendors should read the information contained herein carefully and submit a complete response to all requirements and questions as directed. Any questions concerning the content of the proposal should be sent via email to Melissa Carey at [mcarey@co.slo.ca.us](mailto:mcarey@co.slo.ca.us) with "**BHSRS PROJECT**" in the subject line of the message.

Vendor's response to this Request for Proposal (RFP) will become part of the contract. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of one-hundred and eighty days (180) from the date the proposal response is received.

All costs associated with the development of the Proposal, including Vendor presentations/demonstrations, travel, or any other costs or expenses incurred prior to awarding a contract, are at the expense of the Vendor and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of Vendor's ability to meet the requirements of the RFP, including the time commitment and expected cost details for the project. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in the Request for Proposal (see Section 6, Vendor Selection Process). Vendor's proposal should contain only information that directly responds to the RFP.

Proposals should expressly state the offer, including a work plan, budget, key staff qualifications, and a project timeline which the Vendor proposes to meet the objectives described in Section 11 of this RFP. Proposals will remain in effect through the duration of the contract. In addition, all information presented in your proposal will be considered binding when a contract is developed (unless otherwise modified and agreed to by the County during subsequent negotiations).

The required written and electronic copies of the proposal must be submitted via mail, recognized carrier, or hand delivered. Facsimile ("FAX") proposals or E-mail proposals are not acceptable as a replacement for delivering the required written or electronic copies in response to this RFP.

**BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT VENDORS READ THE COUNTY INSURANCE REQUIREMENTS OUTLINED IN THE ATTACHED SAMPLE CONTRACT.** The selected Vendor will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract.

RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

The County reserves the right to reject any and all proposals if it determines that select proposals are not responsive to the RFP, or if the proposals themselves are judged not to be in the best interests of the County. The County reserves the right to negotiate with any or all Vendors regarding their proposals, and also reserves the right to select the firm representing their proposal, which in the judgment of the County, best accomplishes the desired results. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with firms at any time to gather additional information. Furthermore, the County reserves the right to delete or add terms up until the final contract signing, and will consider all costs and business terms to be negotiable and not artificially constrained by internal corporate policies.

San Luis Obispo County is under no obligation to award this project to the proposal that represents the lowest cost. Selection of a proposal will be based on the selection criteria described in Section 6, Vendor Selection Process. The County may also reject all proposals.

Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)]. If any Vendor believes that information contained in its response to this RFP should be protected as a "trade secret", the Vendor must mark the top of each sheet of each page containing such information substantially similar to the following "TRADE SECRET – DO NOT DISCLOSE." If there is any dispute, lawsuit, claim, or demand as to whether such information is a "Trade Secret", Vendor shall defend and indemnify the County arising out of such dispute, lawsuit, claim or demand.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 4 TENTATIVE SCHEDULE OF EVENTS

The following timetable is provided to assist Vendors:

**Table 2 — Tentative Schedule of Events**

Date	Event
September 17, 2007	RFP release date
October 3, 2007	Pre-proposal conference (10:00 a.m. Pacific)
October 18, 2007	Proposals due (4:00 p.m. Pacific)
November 2, 2007	Screening process complete
November 13 – November 28, 2007	Vendor meetings (finalists only)*
December 5, 2007	Screening process complete, including reference checks
December 7, 2007	Finalist recommendation approved by project steering committee
December 10 – December 12, 2007	Notify finalist and schedule negotiation meetings
December 13, 2007 – February 6, 2008	Negotiate and finalize contract
February 7 – February 26, 2008	Obtain Board of Supervisors approval and award contract

**\*Note:** Vendor meetings are an integral part of the selection process. Vendors who cannot participate in onsite meetings during the dates prescribed by the County may be eliminated at the discretion of the County, and other Vendors advanced.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 5 PRE-PROPOSAL CONFERENCE

An optional pre-proposal phone conference will be held at 10:00 a.m. Pacific on October 3, 2007. Interested parties may participate by calling 805-781-4425. When the voice mail greeting comes on press "9" to enter the conference; when prompted for a password, enter "4425".

The primary purpose of this conference is to provide background on the County's current environment and specific needs as well as to provide participating firms the opportunity to ask questions related to the RFP. The County's project team will facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. Participation in the pre-proposal phone conference is not required, but is strongly encouraged. It is the Vendor's responsibility to become familiar with all information necessary to prepare a proposal.

The pre-proposal phone conference will be recorded. The County will document questions and answers from the conference which will be posted on the County's web site within five business days following the pre-proposal phone conference at:

<http://www.slocounty.ca.gov/itd/BehavioralHealthSysReqmts.htm>



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

## 6 VENDOR SELECTION PROCESS

The County will evaluate proposals using the process and criteria described below. A summary of the evaluation process timeline is shown in *Table 2 — Tentative Schedule of Events*. Proposals that are late, that do not comply with proposal instructions, or those that take exceptions to mandatory requirements will be eliminated without further consideration.

Proposals from Vendors who are on a State or Federal Disbarment list will not be considered.

All other proposals conforming to RFP submittal requirements will be given a thorough and objective review based on the following criteria (not listed in order of importance):

**Table 3 — Vendor Evaluation Criteria**

Item	Description
1.	Overall completeness, clarity of content, responsiveness, quality, attention to detail, and general understanding of RFP requirements
2.	Local Vendor Preference Questionnaire response (see Section 12.4)
3.	Ability to provide credible and demonstrable evidence in understanding the project scope and ability to achieve the project goals and success criteria (see Section 11)
4.	Demonstrated knowledge of the primary Behavioral Health Systems used in the State of California
5.	References from clients that demonstrate completion of successful projects similar to that described in this RFP
6.	Amount, type, and scale of experience with local, state or federal government agencies
7.	Project/program management and facilitation skills, methodology, and experience
8.	Business process analysis and requirements definition skills, methodology, and experience
9.	Information technology skills and capability
10.	Credentials, résumés, quality, and sufficient numbers of proposed project staff and the ability to provide appropriately skilled resources throughout the project
11.	Demonstrated experience with previous relevant projects and initiatives
12.	An evaluation of company background – the County may request further information regarding the financial stability of the Vendor
13.	A consideration of the value offered in the proposal including overall cost
14.	Assessment of impact to the project based on any Vendor stated clarifications, exceptions or deviations in response to this RFP



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

Item	Description
15.	Innovation and creativity regarding suggestions on best methods to facilitate the project making efficient use of County internal expertise, risk avoidance, and maximizing project success
16.	An assessment of the Vendor's proposed project plan and timeline needed to complete the requirements gathering process of the project
17.	An evaluation of proposals as detailed in Section 12, Proposal Submission Contents and Format
18.	An evaluation of vendor meetings (finalists only, see 6.1 below)
19.	Any other criteria the County deems to be appropriate

## 6.1 EVALUATION AND VENDOR NOTIFICATION

Once the RFP submission deadline has passed, proposals received shall be opened and considered per the process described below.

The County, through an impartial process, will thoroughly review and evaluate the responses to this RFP. The evaluations will be based upon, but not necessarily limited to, the criteria summarized in *Table 3 — Vendor Evaluation Criteria*. It is expected that the RFP evaluation process will result in the selection of a small number of final candidates (short-list). At this stage, all Vendors will be notified whether they were successful in achieving the final short-list.

Short-listed Vendors will be required to attend meetings with County personnel for further assessment. The meetings will consist of an interview and a vendor-managed workshop that will be used to test vendor facilitation skills and evaluate other engagement criteria. The topics and format of these meetings will be provided to finalists in advance. Failure to attend or comply with the meeting schedule, once arranged, may result in disqualification of the Vendor. Submission of a proposal does not guarantee the right to an interview.

Following the vendor meetings, the County will undergo a final evaluation process which will consider all documents, the interviews and workshop, the responses to this RFP, information gained while evaluating responses, and any other relevant information to make its determination. The County will then recommend a Vendor to the project steering committee. Upon ratification, the County will notify the finalists of the outcome.

Throughout the process, all Vendors will be notified concurrently in writing regarding their status during each of the evaluation and selection stages. The County is under no obligation to explain why a Vendor was or was not selected as a finalist and the County reserves the right to go back and talk with any Vendor at any time.

## 6.2 NEGOTIATIONS

Upon the conclusion of the evaluation process, the County may, at its sole option, reject any and all proposals for any reason, or enter into contract negotiations with the selected finalist.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

Negotiations shall then be conducted with the selected Vendor. Price shall be considered, but need not be the sole determining factor. Should the County determine in its sole discretion that one Vendor is highly qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor without any further evaluation. The County of San Luis Obispo is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous. The sample contract attached to this RFP as Appendix A is for reference to the anticipated terms and conditions governing the County and the successful Vendor. The County reserves the right, in its sole discretion, to add, delete, or negotiate additional terms and conditions to the attached sample contract.

During contract negotiations, the project team and selected vendor, in conjunction with County Counsel, will finalize the statement of work, project plan and timeline, project costs, Terms and Conditions, etc. Upon successful completion of contract negotiations the Contract will be signed by all parties and will then be submitted to the County Board of Supervisors for final approval.

If compensation, contract requirements, and contract documents cannot be agreed upon with the top-ranked Vendor, a written record stating the reasons thereof shall be placed in the County's file and the County will send a confirming notice to the Vendor of the termination of such negotiations.

Upon failure to negotiate a contract with the top-ranked Vendor, the County may enter into negotiations with the next highest ranked Vendor. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Vendor. If negotiations fail, negotiations shall be terminated as described above and may be commenced with the next highest ranked Vendor.

During the course of the project, the Vendor may be exposed to sensitive or confidential information regarding residents and non-residents of the County of San Luis Obispo. Accordingly, Vendor and its employees may be subject to a background check and may be required to sign a confidentiality agreement, either prior to or concurrently with entering into a contract with the County.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 7 EXCEPTIONS TO THE RFP

All information requested in this RFP must be supplied. All exceptions should be clearly identified in the proposal. Exceptions to the RFP section and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages and disadvantages to the County as a result of the exceptions. The County, at its sole discretion, may reject exceptions within the proposal.



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

### 8 PROJECT BACKGROUND

In 2004 the County created the Health Agency which combined the Behavioral Health and Public Health departments. The Behavioral Health department includes the Mental Health Services and Drug & Alcohol Services divisions. The Health Agency has been reviewing its key systems and applications with the goal of improving existing automation and automating manual processes.

- For the past thirteen years Mental Health Services has used the commercial product, InSyst, to facilitate storing client data related to demographic information, insurance information, and billing for mental health services to various payor sources, such as the State of California and insurance companies. InSyst does not meet clinical documentation or managed care documentation requirements. Although InSyst facilitates billing outside payor sources, it does not function adequately as an accounts receivable application. As such, compliance, reporting, and accounts receivable are provided in stand-alone, non-integrated applications; and in some cases are not automated at all.
- Drug & Alcohol Services currently uses five non-integrated systems that provide basic client information, tracking of client services such as attendance and drug testing; and financial transactions including private-pay billing. Four of the five systems were custom developed in-house about ten years ago and have been modified numerous times over the years. The result is a functional, but increasingly difficult to maintain set of applications. The fifth system is a commercial product that is no longer maintained or supported by the vendor.

In 2003 the Mental Health department started the process of replacing the InSyst system and addressing its current and future automation needs. The first step was to join with 26 other counties to create the California Behavioral Systems (CBS) Coalition. CBS created a joint RFP to identify requirements and determine which system vendors could meet those requirements. During 2004 and into 2005, the County continued its participation with the CBS Coalition. The CBS Coalition concluded in mid 2005 with the ranking of all the viable vendors.

In 2003 the Drug and Alcohol Services department hired an employee to integrate the existing systems into an easy to use single application.

In 2004 two events caused the early efforts of both Mental Health and Drug & Alcohol Services to be delayed and reassessed:

- The Health Agency was created combining Public Health, Mental Health and Drug & Alcohol Services.
- In November 2004 Proposition 63, the Mental Health Services Act (MHSA), was passed.

In mid-2006 a new Health Agency Director was appointed, and efforts again commenced to replace the InSyst system and address the non-integrated systems used by both Mental Health and Drug & Alcohol Services. In September 2006, the County received an MHSA grant to hire a consultant to assist the County in updating the requirements developed by the CBS Coalition and submit documentation to California Department of Mental Health for funding to implement a new Behavioral Health Department Electronic Health Record system.



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

### 8.1 HIGH LEVEL BUSINESS GOALS

The primary goal is to implement a new Electronic Health Record (EHR) system for all of the Behavioral Health Department. To reach this goal, the County needs to document the Behavioral Health system requirements and submit a plan to the California Department of Mental Health for Mental Health Services Act (MHSA) funding to allow the purchase of a new system that encompasses the business practices of both departments and addresses the Federal requirement to produce an EHR for each client.

### 8.2 PROJECT SPONSORS AND STAKEHOLDERS

This project is sponsored by the Health Agency Director, the Health Agency Deputy Director, and the Behavioral Health Administrator. The project is also sponsored by the County Administrative Office and by the Information Technology Department (ITD). The ITD Project Management Office (PMO) has provided a project manager who is leading the project.

### 8.3 DESIRED STATE

The project team and sponsors recognize the need to examine and, to the extent necessary, re-design and/or re-engineer departmental business processes. The desired goals of refined processes in conjunction with implementing a new Behavioral Health EHR system would be:

- Improve efficiency and quality.
- Improve effectiveness of Behavioral Health staff. Provide a system with a “modern” and consistent user-interface designed to harmonize “look and feel” among various modules across the system in order to improve efficiency and quality, and to reduce training requirements.
- Meet all legal mandates.
- Improve access to electronic health records.
- Improve public service.
- Provide a modular and scalable system that is easy to expand, update or configure to provide new functionality, etc.
- Provide a system that is “user configurable” to allow maintenance, updates, and changes based on new legislation, business rules, process changes, etc., by setting values in user-maintained tables.



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 9 BEHAVIORAL HEALTH OVERVIEW

The Behavioral Health Department plays an important role as an integrated component of the San Luis Obispo Health Agency. The Department is comprised of the Mental Health Services and Drug & Alcohol Services divisions. Approximately 555 employees work for the Health Agency; 220 of these are employed within Mental Health Services, and 85 in Drug & Alcohol Services. In addition, behavioral health services are provided by 214 staff members of Organizational Providers and 80 independent Network Providers.

### 9.1 MENTAL HEALTH SERVICES

The Mental Health Services division offers a full range of specialty mental health services provided by a culturally diverse network of community mental health programs, clinics, and private psychiatrists, psychologists, and therapists. In fiscal year 2006-07, this division served 4,300 clients and provided 171,000 services. There are six service sites throughout the county. Programs include Outpatient Services, Residential Services, Long-Term Care Facilities, Psychiatric Health Facilities, and the Mental Health Services Act programs of Full Service Partnership, Client and Family Wellness and Recovery, Latino Outreach and Engagement Services, and Enhanced Crisis Response and Aftercare. The outpatient programs provide a variety of services to people of all ages in the community in a variety of settings. Some of the services provided include crisis intervention; individual, group and family therapy; medication and medication management; case management; social and vocational rehabilitation; and outreach to the homeless. A number of the outpatient programs are provided by organizational contractors. As an adjunct to outpatient services, a network of independent providers are accessed through the Managed Care unit. Mental Health services are also provided at the County Jail and Juvenile Services Center. Residential services are 24-hour programs providing treatment for more extended periods of time but at lower cost than acute hospitalization. They are usually provided in unlocked residential settings and range in care level from on-site supervised intensive treatment programs to independent living arrangements with periodic staff monitoring visits. Long-Term Care Facilities provide long-term, 24-hour care for the severely mentally ill unable to function in a residential setting. Facilities include State hospitals and Institutions for Mental Disease (IMD). They are generally locked facilities and have the capability for medical care as well as intensive psychiatric treatment. The County's Psychiatric Health Facility serves the 24-hour care needs of those in acute mental health crisis. It is a locked facility generally providing short-term, intensive psychiatric treatment.

Licensed and credentialed staff provide treatment services and all programs are certified by the California Department of Mental Health.

### 9.2 DRUG & ALCOHOL SERVICES

Drug & Alcohol Services provides a framework for collaborative county-wide prevention and treatment of substance abuse and its related problems by engaging families, neighborhoods, and communities to promote safe and healthy environments. In fiscal year 2006-07, this division served 2,262 clients in treatment and provided approximately 88,000 units of service. Additionally, the division involved approximately 33,000 individuals in prevention activities. Drug & Alcohol Services has five service



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

sites in the county. Programs include primary prevention, intervention, and treatment. Prevention activities seek to prevent alcohol and other drug problems before they occur. A primary focus is placed on youth and assisting the community-at-large in the development of an alcohol and other drug-free social environment. Prevention includes Friday Night Live programs, community coalitions such as The Prevention Alliance, and the HIV street outreach and educational campaigns. Intervention programs such as the Driving Under the Influence (DUI) programs encourage participants to take responsibility for their own recovery. Treatment services are provided through regional centers located in Atascadero, San Luis Obispo, and Arroyo Grande. Outpatient treatment programs provide individual, family, and group counseling for community members seeking recovery from alcohol and other drug problems. Licensed and credentialed staff provide treatment services and all programs are certified by the California Department of Alcohol and Drug Programs.



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 10 BEHAVIORAL HEALTH BUSINESS PROCESSES

This section gives an overview of the business functions and processes of the County of San Luis Obispo Behavioral Health department. This overview is not comprehensive – it is included in this RFP as information to give prospective Vendors an opportunity to understand some of the processes and for Vendors to assess the required breadth and depth of knowledge and personnel they will need to supply for the project.

### 10.1 MENTAL HEALTH SERVICES

The following section gives a high level overview of Mental Health Services business functions and processes.

#### 10.1.1 MANAGED CARE

##### **Initial Consumer Contact, Client Registration and Client Referral**

Initial consumer contact with the Mental Health system is logged into a Managed Care Central Access program, which is engaged in Client Registration and referral. This registration is logged and tracked in one of the stand-alone, non-integrated applications, the Managed Care database. At the time a contact is logged, a client registration number is generated in the InSyst billing system, thus tying the Managed Care logging system to a client identifier in the InSyst billing system. During the initial contact with the Central Access Program, client eligibility for services is determined with a search of the California MediCal Eligibility (MEDS) File. From the Managed Care Central Access program, referrals are made and intakes are scheduled for one of six service sites, Mobile Crisis Intervention, the Psychiatric Health Facility, or other community referrals. The cost of the entire Managed Care Central Access program is charged to the Quality Improvement activity, as an activity providing Access to the Mental Health Service. Thus, no direct service billing is generated for the initial screening and referral process into the system, which receives about 5,600 calls per year.

##### **Approval of Fee for Service Treatment Plans and Authorization of Specific Number of Sessions of Outpatient Services in the Fee-For-Service System**

Another function of the Managed Care Central Access Program is the approval of Fee-For-Service treatment plans and authorization of a specific number of sessions of outpatient service. One type of provider is a network of community located independent providers who render services in a Fee-For-Service managed care system in which all services require preauthorization. The Managed Care Central Access Program refers to a pool of approximately 75 providers in this program, about 50 of which are active each month. Treatment plans are reviewed and services are preauthorized by the session in the Central Access Program by the Site Authorization Committee. Authorizations for the Fee-For-Service providers are tracked in the stand-alone, non-integrated application, Provider Payment.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

### **Payment Authorization and Generation of Explanation of Benefits (EOBs) for Outpatient Fee for Service Providers**

The authorized Fee-for-Service services are tracked, and payments and EOBs are generated by the Managed Care billing technician, utilizing the Provider Payment application, which is semi-automated. The billing technician compares services authorized with services billed and payments are authorized through the County Auditor's office. Ultimately, services from this system must be hand entered into the InSyst billing system to bill to third party payors.

### **Receipt and Processing of Treatment Authorization Requests (TARs) for Inpatient Services**

The Managed Care Central Access Program logs and reviews for approval or denial all TARs, both in-county and out-of-county, for inpatient hospitalization. Review and approval of the TARs are accomplished in a Point Of Authorization system, involving two-level clinical review, which is independent of the local inpatient Utilization Management system. Logging and tracking of the TARs are accomplished in the Managed Care database. On an annual basis, this system is used to review approximately 3,300 TARs.

### **Arrange (Authorize) and Monitor Out-of-County (Non-system) Providers of Services**

The last business function of the Managed Care Central Access Program is the establishment and monitoring of services for out-of-county clients with single service purchase order agreements with out-of-county (non-system) service providers. This usually involves coordination of services with caregivers, case managers and service providers, resulting in the establishment of single service purchase orders. In some instances, another county has been the single provider in the service purchase orders. The single service agreement is utilized when other venues, such as the County contract with Value Options, have been exhausted. The tracking of these services is currently dependent on coordination between the service provider, the Mental Health Services Case Manager, and Mental Health Services site Authorization Teams.

## **10.1.2 CLINIC AND INPATIENT RELATED SERVICES**

### **Translation of Direct Service Documentation and Coding into Billing Submissions**

Staff inputs approximately 171,000 services into the billing system on an annual basis. Service types included in this data input are standard mental health intervention services provided on an Outpatient basis (includes crisis intervention; individual, group and family therapy; medication and medication management; case management; social and vocational rehabilitation; and outreach to the homeless), Residential Services, Long-Term Care Facilities, Psychiatric Health Facilities, and the Mental Health Services Act programs. Supporting documentation must back up each billed service. The bulk of the documentation is produced in a paper-based clinical note system, filed in medical record charts. These clinical notes are produced in another stand-alone, non-integrated application, Clindox. As a result, each service contact, identified by client number, service procedure code, and time in minutes must be input into the InSyst system by hand. The Clindox product also produces the treatment planning documents for all clinic authorized services, in a documentation system which integrates the treatment planning elements into the daily clinical documentation, when required. However, this treatment planning process is not integrated into the Utilization Review element of the InSyst system,



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

rendering an additional layer of hand data entry, as episodes are opened and closed to delineate authorization periods.

### **Billing Third Party Payors, Including MediCal and Medicare**

After data input, the InSyst system generates billing of services based on a complex matrix involving client eligibility, payor source service location codes, staff type, and service authorization. Electronic bills are submitted to the MediCal system which provides the bulk of third party revenue. Paper bills are submitted to all other payor sources including Medicare. As a part of the billing cycle, denials based on audit, test claims, and error correction functions are performed to ensure billing accuracy. The InSyst system contains all the elements to support current MediCal and insurance billing activities with the exception of the Network Provider system. The Network Provider system is managed through the stand-alone, non-integrated application, Provider Payment.

### **Review EOBs and Claims Denied by Payors**

After receipt of payment, EOBs are reviewed for denials or other payment irregularities. Adjustments to the year-end budget reconciliation can be made based on these reports. The InSyst product produces some standardized reports for review of claims and payment information. All adjustments are external to the billing system. Currently there is no Accounts Receivable system available to track patient payments.

### **Audit of Documentation and Coding to Support Billing**

Currently there is no provision for auditing of documented services in the InSyst product. All auditing is accomplished with reports generated by another series of stand-alone, non-integrated applications. These reports identify clients and services, which are audited by manual chart reviews. Results are hand-entered into the stand-alone audit databases for publication of results and feedback to clinicians. The current system cannot provide "real-time" auditing prior to billing without complicating the billing submission process.

### **Ad Hoc Computerized Audit Reports – Looking for Unusual Trends in Billing Profile or in Clinical Service Delivery**

A series of reports and ad hoc queries are helpful in reviewing trends in billing for various types of service to monitor for irregularities. These are currently accomplished on an as-needed basis, by stand-alone, non-integrated applications. The InSyst product provides several reports which can be used as audit tools, but they are not flexible and lack the ability to identify specific trends needed in this type analysis.

#### 10.1.3 STAFF FUNCTIONS

### **Maintain Computerized Staff Profiles Including Licensure, Language Capacity, Specialty, Demographic and Assignment Information**

Another stand-alone, non-integrated application has been developed to provide Staff identification information required for some state reports. Personnel information is loaded by hand into two or three different databases. None of these databases interact.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 10.2 DRUG & ALCOHOL SERVICES

The following section gives a high level overview of Drug & Alcohol Services business functions and processes.

### 10.2.1 CLIENT ENROLLMENT

San Luis Obispo Drug and Alcohol Services (DAS) enrolls clients into various treatment and criminal justice programs using three Microsoft Access/SQL databases. The databases track clients' personal demographics, program placement, attendance, services, charges, payments, drug testing requirements and results, releases of information, family members, court reports, documentation, site, program, and counselor assignment. The three databases are as follows: Client Track for enrolling voluntary treatment clients in Adult, Perinatal and Youth Outpatient Services, as well as Dependency Drug Court (DDC), Perinatal Outpatient Extended Group (POEG) Parole Services, Minor Accountability Programs Level I and II (MAP), and Deferred Entry of Judgment (DEJ). The Substance Abuse and Crime Prevention Act (Prop 36) Database is used exclusively for Proposition 36 Clients who are assigned to various treatment sites as well as level of treatment. The DUI Database is used for enrolling and tracking DUI clients by program; 3 month First Offender (FOP), 9 month Extended First Offender Program (EFOP), Second Chance Multiple Offender Program (SC), Young Adult Alcohol Program Level I and II (YAP I and II), and Wet Reckless (WR). Each database meets specific information and tracking requirements. The enrollment process includes general demographic information as well as court docket numbers and referral information from other County offices, the court, and out-of-county providers.

**Table 4 – Drug & Alcohol Services Client Enrollment**

Program	Number of Clients enrolled in FY 06/07
Treatment	521
Prop 36	288
DUI	1,453
<b>Total</b>	<b>2,262</b>

### 10.2.2 ASSESSMENT AND CALIFORNIA OUTCOMES MEASUREMENT SYSTEM (CALOMS) PROTOCOLS

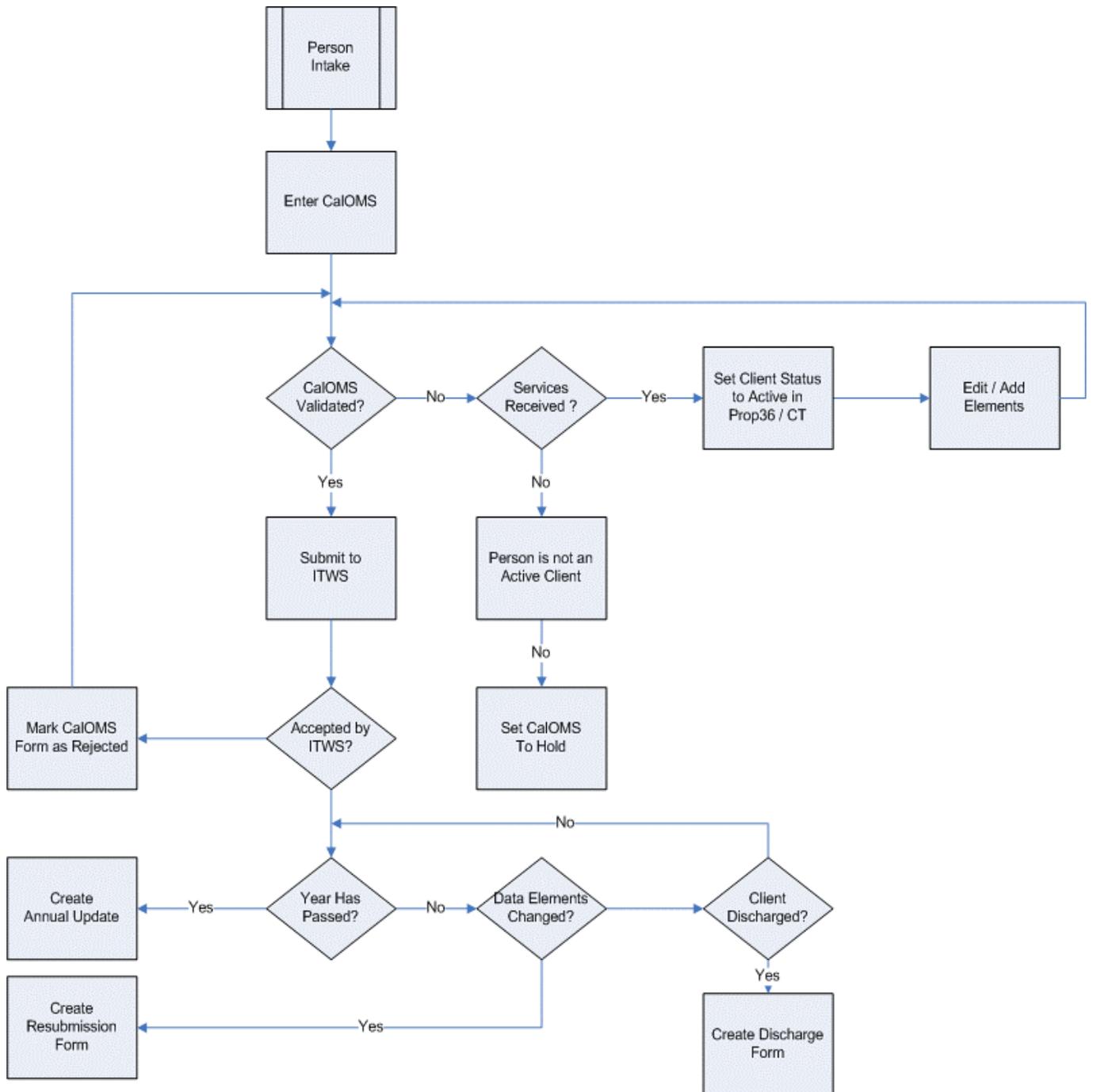
At the initial session, all clients in all programs are assessed or screened. Prop 36 and Treatment Program clients are assessed and a CalOMS admission is created, validated, and sent to the State. The State requires Drug and Alcohol Facilities to submit a standardized set of data for every treatment or Prop 36 client at the time of admission, an update for those clients who stay in services for a year, and at the time of discharge. San Luis Obispo (SLO) County DAS developed a CalOMS program. Below is a flow chart of the CalOMS process from time of client enrollment to the time of discharge. The CalOMS information is sent to the California Department of Mental Health Information Technology Web Services (ITWS). This CalOMS system incorporates the initial and part 2 assessment data with the CalOMS required data.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

Figure 1 – CalOMS Process





REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

10.2.3 PROGRAM PARTICIPATION AND COMPLIANCE

After the initial enrollment process the client participation and compliance is monitored via the Client Track (CT), Prop 36 and DUI Databases. The compliance standards vary from program to program within the databases, see information below.

**Table 5 – DUI Compliance Standards**

Program	Length	Education Groups	Process Groups	Individual Sessions	Allowed Absences
EX First Offender	9 Months	8	22	5	6
First Offender	3 Months	10	5	3	4
Second Chance	18 months	6	31	27	10
Wet Reckless	2 months	6	0	0	2
Young Adult I	2 months	6	0	0	2
Young Adult II	3 months	10	5	3	5

**Treatment Compliance Standards:**

The various programs housed within the Client Track Database encompass the entire spectrum of treatment programs with the exception of Proposition 36 that is housed separately. The treatment programs housed within the Client Track Database, unlike the DUI Program, do not have the rigid boundaries of program duration, allowable absences, or minimum or maximum attendance standards. Clients are assessed and placed into the appropriate program and the treatment schedule is customized to meet the needs of the client. There is a need to establish program durations which are open ended for some programs and specific for others.

10.2.4 CLIENT STATUS

To manage counselor caseloads, program services, and budgetary constraints there is a great need to determine the status of clients at any given point in time. DAS must account for and report on the various statuses that a client may hold while in services. There are a variety of statuses: Active, Discharged, Returned to Court, Transferred Out, Transferred In, Reinstated, Completed, Leave of Absence, Pending, Deceased, Failed Referral, and Waitlist.

10.2.5 DOCUMENTATION

Documentation requirements vary between Treatment and DUI Programs. Two different monitoring bodies regulate documentation requirements between the two programs. Some of the requirements are similar but others vary widely. DUI cases must be documented in the manner described in Title 9



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

California Code of Regulations, Chapter 3, Programs for Alcohol and Drug Impaired Drivers, Article 3 Participant Records. Prop 36 and Treatment cases need to follow the guidelines for documentation laid out in the California Alcohol and/or Other Drug Program Certification Standards. Documentation compliance is tied to the billing procedures and can profoundly affect the organization's ability to be reimbursed for services by various agencies such as California State Medi-Cal, Medicare, and private insurance. A Drug and Alcohol Facility can lose licensure over the lack of records or improper documentation of records.

Currently the DUI Database is the only system that has the ability to create and store progress notes, supplemental notes, and letters. The Prop 36 and Client Track Databases do not have these features. Prop 36 and Treatment Programs currently rely on the progress notes and treatment plan writing capabilities of Accucare. Accucare is a Fox Pro based data system that includes progress notes and treatment plan writing capabilities and has an assessment tool called the Addiction Severity Index. The version of Accucare used by DAS is no longer maintained or supported by the vendor.

### 10.2.6 ROSTERS AND GROUP MANAGEMENT

The current DAS database systems (CT, DUI, Prop 36) have a roster function for process and education groups as well as individual sessions. Rosters are used to track client attendance and charge the client's account, and in the case of education and process groups, help manage group size. The current roster system allows the development of a group or education profile that includes the date and frequency of the group (weekly, monthly, etc.) time, group room, counselor, group name, group type (education or process), and maximum capacity. Clients are placed into groups at the time of enrollment into the program. The counselors print these rosters and have clients sign in at the beginning of a session. Clerical staff uses the hand-written rosters to post attendance in an electronic version of the roster. The system then records the activity into the client's electronic file and charges the client for the service.

The roster system allows for ad hoc reports such as the Master Roster Report that shows all active groups by counselors, day, time, frequency, group room, group type, and number of available slots in a particular group. Because the majority of the services at DAS are in a group format this is an essential function for managing and scheduling clients into groups.

Individual rosters allow a counselor to open a blank roster for any date and schedule a client by appointment time. The counselor uses the roster to track client attendance and charge the client's account. Clerical staff enters the client attendance into the electronic roster in the system and the activity is recorded and the client's account is charged accordingly.

### 10.2.7 PAYMENTS AND CASH BALANCING REPORTS

The DUI Program is exclusively fee for service, and a substantial number of Prop 36 and Treatment clients pay for their own services. The current DAS database systems all have the ability to record client payments. The payments are recorded to a specific program or placement in the system and can break the payment into program fees, testing fees, and miscellaneous fees such as absence fees, etc. Because of State mandates from Title 9 and Prop 36 State Regulations it is very important to keep fees separated into the above-mentioned categories to meet audit and finance standards. The



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

payment portion of Prop 36, Client Track, and DUI create uniquely numbered receipts that reflect the client's current program, current balance, and next pay date. The data systems also credit daily cash balancing reports that break out the payment by treatment site, program, payment type (testing, misc., program, or deposit), and manner of payment (cash, credit, web payment, check).

**Table 6 – Client Payments for Fiscal Year 2006-07**

Client Payments for Fiscal Year 06-07	Cash	Credit Card	Web Payment	Total
Treatment	\$116,182	\$23, 970	\$832	<b>\$140,984</b>
Prop 36	\$52,258	\$6,150	\$60	<b>\$58,468</b>
DUI Program	\$1,069,345	\$347,401	\$11,126	<b>\$1,427,872</b>
<b>Totals</b>	<b>\$1,237,785</b>	<b>\$377,521</b>	<b>\$12,018</b>	<b>\$1,627,324</b>

**10.2.8 FUNDING SOURCE, CHARGES AND ASSOCIATED UNIT COUNTS**

The DUI Programs are fee-for-service therefore there is no need to track the client's funding source. Treatment and DUI Programs have a variety of funding sources. Funding sources are as follows: Medi-Cal, Medi-Care, Self Pay, CalWORKs, Dependency Drug Court, Parole, Youth Drug Court, Private Insurance, Child Welfare Services (CWS), Juvenile Hall, and Concurrent. The DUI Program only needs a basic service count by client, program, and status. Prop 36 and Treatment need to count the number of services, and break those services out by distinct service categories such as funding source, program, CalWORKs status, length of sessions, number of group participants, number of units, and the fee per session.

Self Pay Clients in Prop 36 and Treatment pay a "per session rate" that is set via a sliding pay scale. This scale takes into account the client's gross monthly income and number of persons who are dependent on that income. The "per session rate" is seen as a co-pay or the client's portion of the cost for DAS to provide a given service. This means that two clients receiving the same services may be charged a different rate per session. When group, education, individual, or testing rosters are entered into the data system it charges the self pay clients their personal fee per session rate. Clients whose funding source is Medi-Cal, Medi-Care, CalWORKs, Dependency Drug Court, Parole, Youth Drug Court, Private Insurance, Child Welfare Services (CWS), Juvenile Hall, or Concurrent all receive a zero charge in their account when services are submitted via the roster system.

Reporting of unit counts must be done on a monthly, quarterly, and annual basis. The units need to be broken out by the many variables already described such as funding source, program, CalWORKs status, length of group, number of clients, etc.

**10.2.9 DRUG TESTING**

DAS performs approximately 8,000 to 9,000 drug tests per year. Drug testing methods include breath meters, presumptive urine tests, sweat patch, and laboratory urinalysis. Clients enrolled in Prop 36



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

and Treatment are randomly drug tested. Each client is assigned a color. The color assignment designates the frequency of testing per month; Gold is 3 times per month, Red 6 times per month, etc. The client calls a message line daily, and when their color is called, they must show up for observed drug testing. Some clients wear sweat patches that are changed weekly and the patch sent to the laboratory for analysis. Other clients are breath tested for alcohol or have a urine specimen tested with an onsite presumptive urine dip test.

The Prop 36 and Client Track Databases have a complete drug-testing component that includes:

- Color code assignment for a specific date range.
- Personal drug testing profile (what they will be tested for including specialty tests for less common drugs).
- A drug test history screen that shows all drug tests, results, excused tests, and unexcused absences.
- A drug testing roster system that allows the generation of a roster for one color or combination of colors for a specific date. The roster places everyone's name that is assigned to the color's testing on a specific day on the roster. The roster is printed, and at the drug testing event the client signs in on the roster. At the end of the test session the drug testers mark the attendance of any person who did not show for testing (excused or fail to show).
- An electronic manifest file which is sent directly to laboratory. The file contains all the names of the persons testing that day. Each person is assigned a request number. The request number is a unique number for the person, for that test, on that day. When the lab receives the samples, the specimen bottles have a label that matches the electronic manifest. The lab types in the request number and the client's information pops into the lab's data system.
- A specimen bottle label for each person. The label includes the client's ID information, drug testing profile, collector information, and the request number from the electronic manifest.



## 11 PROJECT OBJECTIVES, APPROACH, AND SCOPE OF WORK

The overall objective for the Behavioral Health System Requirements and Selection project is to identify and document the current system needs of the Behavioral Health department, in order to:

1. Select an off-the shelf Behavioral Health Electronic Health Record System which is the best available HIPAA compliant system that centralizes billing, client registration, reporting, clinical documentation, and appointment scheduling functions and which best meets County of San Luis Obispo's Behavioral Health system requirements.
2. Submit a Mental Health Services Act funding request to the State of California for the acquisition and implementation of the selected system.

***The requirements and accompanying deliverables must be of a level of detail and quality sufficient to achieve the above without any further analysis or definition.***

### 11.1 ROLE OF THE VENDOR

The role of the Vendor will be vital to the successful completion of the Behavioral Health System Requirements and Selection project. The Vendor will take a primary role in documenting the system requirements and in facilitating the overall process to apply for funding for a new Behavioral Health system. Using their resources, skills, experience, and subject matter expertise, Vendor staff will augment and extend the capabilities of the core project team.

The Vendor will take the role of a trusted advisor that will be able to give impartial advice, and make recommendations that will improve the quality and efficiency of the project and reduce project risk to ensure that the project can be delivered within the agreed timescales and budget.

Beyond a pure "consultancy role," Vendor staff will be active members of the Project Team. Specifically, this will include leading the process and requirements definition, and deliverable activities outlined in *Table 7 – Behavioral Health System Requirements and Selection Proposed Project Tasks*.

The Vendor must also have staff with knowledge and competency in the Behavioral Health processes as described in Section 10 of the RFP and who meet the requirements set out in Section 12 of this RFP.

***NOTE: As shown in Table 7 – Behavioral Health System Requirements and Selection Proposed Project Tasks below, the selected Vendor will assist the project team in creating an RFP for a new Behavioral Health Electronic Health Record System. The selected Vendor for this RFP PS-#969 will not be allowed to bid on the second RFP for the purchase of an off-the-shelf Behavioral Health Electronic Record System.***



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

### 11.2 PROJECT ORGANIZATION

The Directors of the sponsoring departments as described in Section 8.2 have oversight for the project. A County project manager has been assigned to the project and will monitor and control project execution on behalf of the sponsors.

The Project Team will be made up of members from both the County of San Luis Obispo and personnel from the Vendor. All project personnel will report to the project manager.

Under the direction of the project manager, the Vendor will be responsible for leading the various requirements definition activities and for delivery of project deliverables. The Vendor will also assist the Project Manager by performing other tasks as outlined in *Table 7 – Behavioral Health System Requirements and Selection Proposed Project Tasks*.

### 11.3 IN SCOPE

The scope of the Behavioral Health System Requirements and Selection project is to conduct the steps necessary to develop a comprehensive set of requirements, select a new Behavioral Health system, and apply for Mental Health Services Act funding for the acquisition and implementation of the selected system.

### 11.4 OUT OF SCOPE

In general, anything not included as an activity resulting in achieving a required deliverable, is out of scope for this RFP. Examples include, but are not limited to all follow-on activities such as implementation of the selected system.

### 11.5 PROJECT TASKS

The Behavioral Health System Requirements and Selection project will include the activities listed in *Table 7 – Behavioral Health System Requirements and Selection Proposed Project Tasks*. This is not necessarily a complete list – but it is indicative of the steps that will lead to successful documentation of the Behavioral Health workflow, system and data requirements, and in executing the associated Project Plan and in conducting associated project management activities.

Vendors are strongly encouraged to examine this list; and based upon their experience of like projects, identify and recommend changes or additions that may be necessary to achieve the objectives of the project as set out in this RFP.

**Table 7 – Behavioral Health System Requirements and Selection Proposed Project Tasks**

Item	Project Task Description
	<b>Evaluate Existing System Requirements Documentation</b>
1.	Review existing Behavioral Health system requirements documentation



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

Item	Project Task Description
2.	Determine what steps must be taken to update and complete the Behavioral Health system requirements
	<b>Business Drivers</b>
3.	Identify and document the legislative, legal, regulatory, and all other statutory drivers that govern Behavioral Health processes as applicable in the State of California and County of San Luis Obispo
4.	Identify and document best practices, County policy and other drivers that govern Behavioral Health processes
	<b>As-Is Processes, Business Rules, and Functionality</b>
5.	Identify and document business rules and logic controlling Behavioral Health processes and workflow
6.	Identify and document the Behavioral Health processes and related workflow including all underlying procedural components – end-to-end (as-is)
7.	Identify and document current system functionality (as-is)
	<b>Data Requirements</b>
8.	Identify and document current data dictionary, types, formats, size, and volumes
9.	Identify and document data flows and required interfaces (internal, external) and data conversion requirements and templates
10.	Identify and document data retention, security, and backup requirements
11.	Categorize and document data as “migrate” or “archive”
	<b>Areas of Improvement</b>
12.	Identify and document superfluous, redundant and/or missing process components
13.	Identify and document Behavioral Health process gaps and overlaps (gap analysis)
14.	Identify and document areas of potential consolidation and improvement in the Behavioral Health processes
15.	Identify and document missing/desired system functionality (gap analysis)
	<b>To-be Processes and Functionality</b>
16.	Document desired Behavioral Health processes and related workflow (to-be)
17.	Identify and document new system functional requirements (to-be)
18.	Prioritize new system functional requirements (e.g. must-have, should have, nice to have)



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

Item	Project Task Description
	<b>System Requirements Specifications</b>
19.	Identify and document required system performance characteristics – e.g. data volumes, number of transactions, peak transaction loads, and required system response times, e.g. batch, real-time, web
20.	Identify and document the number and types of users, e.g. end-user, super-user, system administrator, public access (via web)
21.	Identify and document the data and system security requirements
22.	Identify and document system management and administration requirements
	<b>Mental Health Services Act Funding Request</b>
23.	Assist the project team in the creation of an RFP which will provide information to develop a budget for acquiring, implementing, and maintaining a new Behavioral Health Electronic Health Record system over five years
24.	Assist the project team with gathering information so the County can select a Behavioral Health system
25.	Work with the project team to develop a budget for acquiring and implementing the selected system
26.	Work with the project team to meet any State prerequisites for the Mental Health Services Act funding request
27.	Work with the project team to apply for Mental Health Services Act funding for the acquisition and implementation of the selected system
	<b>The Vendor will be required to actively participate in a number of project management activities over the duration of the project. These include, but aren't necessarily limited, to:</b>
28.	Assist the County project manager in the on-going maintenance and execution of the project plan
29.	Assist the County project manager in preparing and conducting weekly project team meetings for the duration of the project
30.	Prepare weekly project status reports for the duration of the project
31.	Assist the County project manager in preparing and conducting monthly steering committee meetings for the duration of the project
32.	Assist the County project manager in maintaining and managing project risks and issues for the duration of the project
33.	Prepare for, schedule, and conduct meetings (individual or group) with County personnel as required to complete the project tasks and deliverables
34.	Prepare for, schedule, and conduct workshops as required to facilitate, educate, and document the process of gathering requirements, process definition, etc., to complete the project tasks and deliverables



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

### 11.6 PROJECT PLAN

Vendors are required to submit a detailed project plan based on their understanding of the information in this RFP and drawing upon their experience in performing similar tasks on projects of comparable scale and complexity. Details of submission requirements are outlined in Section 12.11 below.

### 11.7 PROJECT DELIVERABLES

The Vendor will be responsible for delivering the documentation and outputs shown in *Table 8 – Behavioral Health System Requirements and Selection Deliverables* below as well as any other documentation the Vendor feels will help achieve our objectives. When considering the document types and formats in the table below, refer to the information in the remainder of this Section.

**Table 8 – Behavioral Health System Requirements and Selection Deliverables**

Item	Project Deliverable Description
	<p><b><i>Vendors are permitted and encouraged to provide recommendations, along with samples of the format and contents, of their preferred approach to documenting system requirements.</i></b></p> <p><b><i>Regardless of how the documents are structured, the deliverables must contain a level of detail and content that fully meets the needs of the County and the goals of this project as set out in this RFP.</i></b></p>
1.	Project plan (with periodic revisions and updates as required)
2.	Comprehensive documentation of business processes and workflow (refer to <i>Table 7</i> above and to Section 11.9 below)
3.	Comprehensive documentation of business rules (refer to <i>Table 7</i> above and to Section 11.10 below)
4.	Comprehensive documentation of system requirement specifications (refer to <i>Table 7</i> above and to Section 11.11 below)
5.	Five year total cost of ownership analysis of short-listed systems
6.	Acquisition and implementation budget for selected system
7.	A Mental Health Services Act funding application for the selected Behavioral Health system
8.	Weekly project status reports for the duration of the project
9.	Any other project management support documentation as may be required from time-to-time to assist the County in facilitating management of project tasks

### 11.8 DELIVERABLE CONTENT AND FORMAT

The Vendor will be required to deliver documentation in an electronic format that can be read, modified, printed, etc., by County personnel. The County's standard is the Microsoft Office 2003 suite including Word, Excel, PowerPoint, Visio, Access, Publisher, and Project. The County also uses Adobe Acrobat Standard version 8. Vendors must **not use** later versions.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

***The Vendor is required to supply a comprehensive set of documentation as outlined in Table 8 – Behavioral Health System Requirements and Selection Deliverables. This documentation must be at a level of detail and quality sufficient to completely and thoroughly specify, procure, and configure and deploy the new Behavioral Health Electronic Health Record system without any further analysis or definition.***

***The material provided in the Sections below gives guidance, but should not be taken as definitive examples. Vendors must make their own recommendations regarding documentation content and format based upon industry standards, best practices and their corporate experience in completing tasks of similar scope and complexity.***

## 11.9 PROCESS DEFINITION

Refer to the Behavioral Health Business Function (Process) descriptions in Section 10 above.

The goal is to develop a new (“to-be”) Behavioral Health process model based on defining and analysis of the existing (“as-is”) processes. The new model will standardize the work methods and workflow used by all staff involved in the Behavioral Health process. The objective is to:

- Guide staff in work activities
- Improve communications with internal and external customers
- Manage and monitor work assignments and workflow
- Provide all staff with visible, timely, accurate, and reliable documentation and information needed to produce consistent results

The new process model will also consider a number of other drivers. Examples include, but are not limited to:

- Legislative, legal, regulatory, and all other statutory drivers that govern the Behavioral Health process as applicable in the State of California and County of San Luis Obispo
- Best practices as embraced by the Mental Health Services Act which include a wellness and recovery model and services that are client centered and client directed

For each process step, the documentation shall include, but will not necessarily be limited to, the following components:

- Purpose – describes what the process is used for
- Description – a brief synopsis/narrative of the process
- Business Rules – identifies the business rules and logic that are used to control execution of the process (business rule descriptions will be documented separately)
- Process Steps – a description of each step in the process



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

- Inputs – upstream data and workflow inputs driving/supporting the process
- Outputs – output, deliverables, hand-offs resulting from the process
- Documentation – identify underlying procedural documentation, work instructions, etc., both existing and required
- Outcome – the expected results upon process completion
- Participants – process users, managers, input providers, output consumers, etc.
- “Swim-lane” diagram – depicting the steps (workflow) for the process, organization (participant) relationships, interaction and hand-offs, decision points, internal/external interfaces, tools, computer systems, applications, etc.

In addition to documenting processes as outlined above, the Vendor will provide an end-to-end cross-functional process map that graphically depicts the overall processes and workflow supporting the Behavioral Health function. This will include decision points, internal/external interfaces, tools, computer systems, applications, etc.

### 11.10 BUSINESS RULES

For each business rule identified, the documentation shall include, but will not necessarily be limited to, the following components:

- Name – descriptive enough to identify the topic.
- Description – this will precisely define the rule, decision criteria, logic, etc.
- Example – where possible, a working example will be included to clarify the rule
- Source – the authoritative source and/or owner of the business rule – e.g., legislation, best practice reference, organization owner
- Related Rules – rules that support, interact with, or otherwise needed to support traceability between rules
- Revision History – change information (owner, date, description) that refers to the source

In addition, the Vendor will provide a means of managing and tracking the relationships between Business Rules and the Behavioral Health System functional requirements.

### 11.11 SYSTEM REQUIREMENT SPECIFICATIONS

The System Requirements Specifications shall provide a comprehensive and detailed description of the required functionality for the new Behavioral Health Information Management System.

As a minimum, the document will include the following:



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

- An overview giving a high level description of the system and it's capabilities
- A description of the major components and software modules of the system
- Identification and description of system interfaces including internal modules and external systems that interact with or provide data interchange with the system
- A description of the desired system architecture and technology and a description of any foreseen limitations or constraints
- Data flow and data class descriptions and diagrams that show the relationship between groups of requirements
- A use case model that identifies major features of the system as they related to processes and workflows – these shall be organized by functional hierarchy
- A list of generic system features and functionality not directly related to use case (business) process execution. These will include:
  - System performance requirements – e.g. data volumes, number of transactions, peak transaction loads, and required system responsiveness and response times, e.g. batch, real-time, web
  - System capacity, and accuracy requirements
  - Number and types of users, e.g. end-user, super-user, system administrator, public access (via web) requirements
  - Data and system security, data protection, and audit trail requirements
  - System management and administration requirements, e.g., provisioning of new users, account maintenance, etc.
  - System resilience, redundancy, and disaster recovery requirements
  - Data retention and backup requirements
  - Interoperability, data interface standards, supported web browsers, and accessibility requirements
  - Management reporting requirements, including definition of format and content of reports for each business function, expected frequency and volume of reports, and rules governing report general, including ad-hoc reporting capability
- A complete data dictionary describing data names, types, attributes (range, size, etc.)
- A glossary of terms, acronyms and definitions



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 11.12 PROJECT SUCCESS CRITERIA

The success of the Behavioral Health System Requirements and Selection project will be judged on both tangible quantitative results and qualitative achievement of the Project Goals.

- On-time and within budget completion of all project tasks, including handover and County acceptance of the project deliverables
- Deliverables of sufficient detail and quality to fully specify, select, procure, configure/customize, test, and deploy a commercial off-the-self Behavioral Health Electronic Health Record system
- Gain reasonable knowledge and understanding of the complexity, timeline, and rough order-of-magnitude level-of-effort and costs likely to be incurred in procuring and migrating to the new system in order to develop an appropriate budget



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## 12 PROPOSAL SUBMISSION CONTENTS AND FORMAT

*RESPONSE NOTE: The County recognizes that different organizations may approach this type of project in a variety of ways. Prospective Vendors (responders to this RFP) are encouraged to critically comment on and make any recommendations that will improve the quality of deliverables, reduce project risks, improve project efficiency, and contribute to more effectively attaining the Goals of the project.*

*However, the County seeks to select a Vendor whose corporate methodologies, standards, and engagement approach and culture provides the best fit for the County.*

Vendors are required to base their responses on the information provided in this RFP, and by using their business knowledge and technical expertise with regards to similar projects in government environments, and their experience in achieving success with similar highly complex projects encompassing both business process and technical change.

Vendors are required to follow the format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals. Specifically:

- Vendors may copy and paste sections of this document to facilitate the creation of their responses
- Vendors shall provide clear, concise, and reasonable responses. Vendors must not postpone a response. "Vendor ABC would be happy to discuss this at a later time" is an example of a postponed response.
- Vendors' proposals must be consistent with the structure and terminology used in this RFP. Where provided, Vendors must use the files enclosed with the RFP and the prescribed format to submit its proposal. The County of San Luis Obispo will not accept any other format.
- Vendors must provide complete answers in response to all questions and statements where so indicated in the remainder of this Section.
- Vendors must respond to this RFP *using the same numbering scheme* for easy reference and evaluation. Where questions are contained in Tables, the answers must be indexed by both Table Number and Question Number.
- Any responses not in the number of copies specified and in the format specified within this document will be removed from consideration at the sole discretion of the County of San Luis Obispo.
- Any responses not received at the time, date, and location specified in the RFP cover letter will be removed from consideration at the sole discretion of the County of San Luis Obispo.
- Non-submission of any of the requested information, unless stated otherwise, may disqualify Vendor's proposal from further consideration by the County of San Luis Obispo.



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

**12.1 EXECUTIVE SUMMARY**

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

**12.2 UNDERSTANDING OF SCOPE OF PROJECT**

Include a statement of your understanding of the requested project scope. Such understanding shall represent the Vendor's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

**12.3 STATEMENT OF COMMITMENT**

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company will perform the services, provide the equipment, and abide by the terms and conditions stated in the Request for Proposal and Vendor Response
- A statement that you agree to the Terms and Conditions specified in Appendix A – Sample County Contract
- A specification of who should be contacted in follow-up to your response along with their contact information

**12.4 LOCAL PREFERENCE QUESTIONNAIRE**

Vendors must complete this Local Vendor Preference Questionnaire and include it in their proposal.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address:		



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

Years at this Address:		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license:		
Business Name:		
Authorized Individual: _____ Title: _____		
Signature: _____ Dated: _____		

**12.5 COMPANY BACKGROUND**

Vendors must provide their response to the statements and questions in *Table 9 – Company Background Questionnaire*. Answers must be indexed by Table Number and Question Number.

**Table 9 – Company Background Questionnaire**

	Name of company.
1.	Name of parent company if applicable.
2.	Company website address.
3.	Number of years company has been in business.
4.	Is your company registered with the California Secretary of State to do business in California?
5.	Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
6.	Gross revenue for the prior fiscal year (in US dollars). Provide in parenthesis ( ) the percentage of gross revenue generated by Consultancy assignments similar to that described in this RFP.
7.	Is your organization anticipating any expansion or re-organization within the next year or two? If yes, please describe this.
8.	How many employees are in your company? In the State of California?
9.	How many employees are available to work with customers in the role of process engineering and requirements definition for complex systems on a size and scale similar to this project?



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

10.	Describe your knowledge of and experience with State of California Behavioral Health and related systems, applications, and tools.
11.	Describe your prior project experience with Behavioral Health systems, process development and requirements definition.
12.	Does your company develop or sell, or have an alliance with any company that develops or sells, Behavioral health systems? If so, what systems and/or partners?

**12.6 PROJECT MANAGEMENT CAPABILITIES AND METHODOLOGY**

Vendors must provide their response to the statements and questions in *Table 10 – Project Management Capabilities and Methodology*. Answers must be indexed by Table Number and Question Number.

**Table 10 – Project Management Capabilities and Methodology**

Item	Question
1.	Describe your project management methodology including project governance, controls, reporting, and risk and issue management.
2.	Detail your affiliation, involvement, and participation with any project management organizations.
3.	Describe your experience with projects and technologies of similar size and scope to that outlined in this RFP.
4.	Provide evidence of your firm's project management experience, e.g. the number, type, and scale of projects, and the percentage of those performed in the public sector.
5.	Identify your prospective project team members for the Behavioral Health project, describe their qualifications, and include a short bio for each member.
6.	List your preferred set of project management and reporting tools. Explain how the output from these tools will be able to be viewed and updated by County personnel over the lifecycle of this project.
7.	Identify and describe your quality management system/methodology and list corporate quality management accreditations or credentials.

**12.7 PROCESS DEFINITION AND BUSINESS CHANGE CAPABILITIES AND METHODOLOGY**

Vendors must provide their response to the statements and questions in *Table 11 – Process Definition and Business Change Capabilities and Methodology*. Answers must be indexed by Table Number and Question Number.



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

**Table 11 – Process Definition and Business Change Capabilities and Methodology**

Item	Question
1.	Describe your process definition approach and the methodology used. If you use more than one methodology, explain the pros/cons of each and recommend which approach is most appropriate for the Behavioral Health project.
2.	Describe your experience with business process definition/re-engineering, referring specifically to other projects you have undertaken of a similar size and scale to this project in the public sector.
3.	Provide details of the tool(s) you use to facilitate the above activities. Explain how the output from these tools can be viewed and updated by County personnel through the project lifecycle.
4.	What are your preferred tool(s) for documenting business processes? Explain how the output from these tools will be able to be viewed and updated by County personnel over the lifecycle of this project.

## 12.8 REQUIREMENTS DEFINITION CAPABILITIES AND METHODOLOGY

Vendors must provide their response to the statements and questions in *Table 12 – Requirements Definition Capabilities and Methodology*. Answers must be indexed by Table Number and Question Number.

**Table 12 – Requirements Definition Capabilities and Methodology**

Item	Question
1.	Describe your preferred approach and methodology to defining and documenting system functional requirements and technical specifications.
2.	Describe your experience with multi-agency needs assessment which demonstrates your ability to determine detailed requirements from multiple groups within the County, external stakeholders, and the State of California.
3.	Provide at least one example of Behavioral Health requirements documented in a prior project, and describe the method used to determine the requirements.
4.	Explain how you identify, link and track the dependencies and relationships between business drivers, process and workflow, and the underlying function requirements and technical specifications. What tools do you use to do this?
5.	Describe the approach, techniques, and tools that you use to prioritize functional requirements and explain how you link these to “business value”.
6.	Explain how the output from the above tools will be able to be viewed and updated by County personnel over the lifecycle of this project.
7.	Drawing upon your experience of similar projects, please provide detailed samples of your format for documenting systems requirement specifications. (Also refer to the contents of Section 11.11 above.)
8.	Provide at least one example of a Request for Proposal (RFP) developed by your firm using system requirements documented on a similar project to this project.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

12.9 CONSULTANCY AND FACILITATION ENGAGEMENT STYLE

Vendors must provide their response to the statements and questions in *Table 13 – Consultancy and Facilitation Engagement Style*. Answers must be indexed by Table Number and Question Number.

**Table 13 – Consultancy and Facilitation Engagement Style**

Item	Question
<b>Note</b>	The Behavioral Health project team seeks to engage a Consultant that is best equipped to work within the County public sector cultural, business, and technical environment. When providing answers, please use examples that are specific to previous public sector engagements and refer to projects of similar size, scale, and impact to sponsor and stakeholder communities, and to the public at large.
1.	Give examples of previous engagements where you have been successful in consolidating and integrating processes across organizational silos
2.	Give examples of the techniques you use to facilitate requirements gathering sessions in individual, small team, or large group workshop environments
3.	Referring to the above question, give examples of techniques you use to create an open, receptive atmosphere to ensure that relevant details are identified and captured
4.	Give examples of how you deal with and maintain both flexibility and control of progress when faced with scheduling challenges due to periods of heavy workload for key staff and subject matter experts
5.	Describe your proposed engagement approach, e.g. mostly on-site, off-site, telephone, e-mail?
6.	Referring to the question above, If you adopt a hybrid approach, how will you ensure that you have sufficient quality and continuity of contact?

12.10 BUSINESS KNOWLEDGE SUBJECT MATTER EXPERTISE

Vendors must provide their response to the statements and questions in *Table 14 – Business Knowledge Subject Matter Expertise*. Answers must be indexed by Table Number and Question Number.



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

**Table 14 – Business Knowledge Subject Matter Expertise**

Item	Question
<b>Note</b>	<p>At various stages throughout the Behavioral Health project the Consultant will need to provide personnel that have core skills in the subject matters relating to Behavioral Health processes. (Refer to the Business Function/Process overview in Section 10 above to understand the scope and extent of the subject matter). THESE SKILLS MUST BE SPECIFIC TO THE CONTEXT OF BEHAVIORAL HEALTH IN THE STATE OF CALIFORNIA.</p> <p>For each of the subject matter topics below:</p> <ul style="list-style-type: none"> <li>• Describe your proposed project team member's approximate skill level (expert, journeyman, or familiar/working knowledge)</li> <li>• List any relevant qualifications, and industry or governing body leadership positions</li> </ul>
1.	California mental health system – client data reporting requirements, Client Service Information (CSI)
2.	California Alcohol and Drug Programs (ADP) knowledge – client data reporting requirements (CALOMS, DATAR, etc.) including fee for service billing
3.	Medi-Cal, Medicare, and insurance billing requirements for Mental Health
4.	Medi-Cal, Medicare, insurance, and other billing requirements (e.g. DUI) for Drug & Alcohol Services
5.	Medi-Cal, Medicare, and insurance documentation requirements for Mental Health
6.	Medi-Cal, Medicare, insurance, and other documentation requirements (e.g. DUI) for Drug & Alcohol Services
7.	County of San Luis Obispo's audit risks for both billing and documentation practices
8.	Software and availability of potential Behavioral Health software applications
9.	HIPAA requirements pertaining to behavioral health systems
10.	General business practices of both Drug & Alcohol Services and Mental Health
11.	Clinical tasks for both Drug & Alcohol and Mental Health
12.	Information technology (provide specifics)
13.	Developing information system requests for proposal (RFPs)
14.	California Mental Health Services Act



## REQUEST FOR PROPOSAL PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

### 12.11 PROPOSED PROJECT PLAN

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

The Vendor's project plan must include all of the task elements identified in *Table 7 – Behavioral Health System Requirements and Selection Proposed Project Tasks* and must also identify key sub-tasks and any other resources or activities needed to achieve the goals and deliverables of the project.

The Vendor must:

- Submit a project plan that is detailed, well organized, and includes major milestones
- Provide sufficient breakdown of activities and tasks to demonstrate a complete understanding of the project
- Document all assumptions used in creating the proposed project plan
- Identify roles and qualifications of personnel to be supplied by the Vendor
- State assumptions of the roles and time commitments that you expect to be provided by the County
- Propose the project completion criteria

### 12.12 PARTNERS AND ALLIANCES

Vendors may be permitted to partner and/or form alliances with other vendors to propose a complete solution to the County. Such arrangements must be declared in this response and the responder submitting the proposal must be the single point of contact and control, and bear all contractual responsibility for such an arrangement. Vendors must identify each such partner and describe the goods and/or services they will be supplying.

### 12.13 REFERENCES

Considering the scale and scope of this project, please provide three (3) customer references including contact information, date, and brief overview of the project.

References citing projects performed in the Public Sector are preferred.

### 12.14 COST PROPOSAL

The proposed project costs must be quoted according to the following instructions and format. This embedded table includes amounts for illustration purposes only and is not intended to imply any expectation as to budget, quantity, or price.



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

**Table 15 – Cost Proposal**

Hours	Item Description	Unit Cost	Amount
<b>Proposed Professional Services</b>			
	<b>Business Process Analysis and Requirements Definition</b>		
	Comprehensive documentation of business processes and workflow (refer to Table 7 and to Section 11.9)	\$0	\$0
	Comprehensive documentation of business rules (refer to Table 7 and to Section 11.10)	\$0	\$0
	Comprehensive documentation of system requirement specifications (refer to Table 7 and Section 11.11)	\$0	\$0
	<b>System Selection Process</b>		
	Development of Behavioral Health Electronic Health Record system Request for Proposal (refer to Table 7)	\$0	\$0
	Five year total cost of ownership analysis for short-listed systems (refer to Table 7)	\$0	\$0
	<b>MHSA Funding Request Preparation and Submittal</b>		
	Budget for acquisition and implementation of selected system (refer to Table 7)	\$0	\$0
	Prerequisites for Mental Health Services Act funding request (refer to Table 7)	\$0	\$0
	Completed Mental Health Services Act funding request application (refer to Table 7)	\$0	\$0
	<b>Project Management</b>		
	Project plan (refer to Table 7 and Section 12.11)	\$0	\$0
	Weekly project status reports for the duration of the project and other project support activities as required from time-to-time (refer to Table 7 and Table 8)	\$0	\$0



**REQUEST FOR PROPOSAL  
PS-#969**

Behavioral Health System  
Requirements and Selection  
Consultant

Hours	Item Description	Unit Cost	Amount
	<b>Total Professional Services</b>	\$0	\$0
<b>Please incorporate all travel and personal expenses into the fixed-bid amounts above</b>			
	Insurance Fee to Comply with County General Conditions	\$0	\$0
	<b>Total Expenses</b>	\$0	\$0
<p>County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County.</p>			
<b>TOTAL COST PROPOSAL</b>		\$0	\$0

**12.15 EXCEPTIONS TO THE RFP**

Review the exceptions notes in Section 7 then list and explain any exceptions you have to this RFP.

**12.16 VENDOR MATERIAL AND ADDITIONAL INFORMATION**

Use this section to include any other information you would like the County of San Luis Obispo to take into consideration when evaluating your proposal (e.g. white papers, testimonials, etc.) Include résumés of proposed project staff.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## APPENDIX A — SAMPLE COUNTY CONTRACT

### CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

THIS CONTRACT FOR INFORMATION TECHNOLOGY SERVICES (“Contract”) is made and entered into by and between the County of San Luis Obispo (“County” or “Licensee”), a public entity in the State of California, and [VENDOR\_NAME], a [STATE] Corporation (“Vendor” or “Contractor”).

WITNESSETH:

**WHEREAS**, County is in need of a Behavioral Health System Requirements and Selection Project Consultant; and

**WHEREAS**, Contractor has certain prior experience in gathering requirements for a Behavioral Health Management System and has qualified staff who are trained, experienced, expert and competent to provide special professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

**WHEREAS**, Contractor has different skills and products than can be produced by County civil service employees; and

**WHEREAS**, the purpose of this contract is to provide consultancy and professional services for the Behavioral Health System Requirements and Selection Project for County departments, a special administrative service;

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. General Conditions – The parties agree to the general conditions described in Exhibit A “General Conditions”, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. Professional Services – Contractor agree to perform professional services and the parties agree to the terms and conditions related to said professional services in Exhibit B “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Compensation – The parties agree to the compensation described in Exhibit C “Compensation”, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. Special Conditions – The parties agree to the special conditions described in Exhibit D “Special Conditions” (if any), attached hereto and incorporated herein by reference as if set forth in full at this point.
5. Qualified Service Agreement/Business Associates Agreement – County and Contractor shall follow the provisions of the County’s Qualified Service Organization/Business Associates Agreement attached hereto as Exhibit E, and incorporated herein by reference.
6. Notices – Written notices required in this contract shall be provided to:

COUNTY  
 Contact Name  
 Contact Title  
 County of San Luis Obispo  
 Department Name  
 Mailing Address Line  
 San Luis Obispo, CA 93408

CONTRACTOR  
 Contact Name  
 Contact Title  
 Company Name  
 Mailing Address Line 1  
 Mailing Address Line 2  
 City, State Zip





REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

**CONTRACTOR:**

[VENDOR NAME]

A [STATE] Corporation

By: \_\_\_\_\_

[Vendor Contact Name]  
[Vendor Contact Title]

Date

**NOTARIZATION**

STATE OF \_\_\_\_\_)

) SS.

On \_\_\_\_\_ before me, (here insert name and title of the officer), personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

**COUNTY:**

**COUNTY OF SAN LUIS OBISPO**

A Public Entity in the State of California

**COUNTY COUNSEL:**

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.  
County Counsel

By: \_\_\_\_\_

\_\_\_\_\_

Deputy County Counsel

Date

**COUNTY OF SAN LUIS OBISPO**

A Public Entity in the State of California

By: \_\_\_\_\_

\_\_\_\_\_

Chair, Board of Supervisors

Date

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_

County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

Date



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## **EXHIBIT A – GENERAL CONDITIONS**

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
  
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
  
3. **Warranty of Contractor for Provision of Services.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein.
  
4. **Warranty of Contractor re Compliance with all Laws.** Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
  
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part his/her/its rights or obligations under this Contract without the prior written consent of the County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.
  
7. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
  
8. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
  
9. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
  
10. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
  
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
  
12. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

**INSERT ADDRESSES**

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
  
14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
  
15. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.
  - A. **Scope and Limits of Required Insurance Policies.**
    - i. **Commercial General Liability.** Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than two million dollars (\$2,000,000.00) combined single limit per



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

a) The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.

b) The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

ii. Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

a) The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

iii. Workers' Compensation/Employer's Liability Insurance.

a) Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

1) Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.

2) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

b) Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions.

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

C. Documentation.

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage.

The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

16. **Nonappropriation of Funds.** In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.
17. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
18. **Signatory authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

19. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the **information requested. County shall make sole decision whether and how to release information according to law.**
20. **Confidential Information.** For purposes of this Section 20, "Confidential Information" means the following: (1) any document the County marks "Confidential", (2) any information County orally designates as "Confidential" at the time of disclosure, provided County confirms such designation in writing within ten (10) business days after such designation; (3) any confidential or private citizen or other third party information within the possession of the County, including any information contained in the Assessor's and Auditor-Controller's database and files. Contractor shall not use the Confidential Information for any purpose other than to facilitate the services contemplated by this Agreement (the "Purpose"). Contractor will not: (1) disclose Confidential Information to any employee or contractor of Contractor unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Contractor, with terms no less restrictive than those of this Section; or (2) disclose any Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect the Confidential Information with the same degree and care it uses to protect its own confidential information of similar nature and importance, but no less than reasonable care. Contractor will notify County in writing of any misuse or misappropriation of Confidential Information that comes to Contractor's attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. In such case, Contractor shall give County advanced written notice, sufficiently in advance, to allow County to seek a protective order or otherwise to contest such required disclosure, and shall reasonably cooperate in such effort, at County's expense.
21. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
22. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
23. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

24. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook*, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.
- A. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- B. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
25. **State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.
26. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

***EXHIBIT B – STATEMENT OF WORK***

Insert the project's statement of work here...



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

***EXHIBIT C – COMPENSATION***

Maximum Compensation Amount

The maximum amount of this contract shall not exceed \$xxx,xxx.xx.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## **EXHIBIT D – SPECIAL CONDITIONS**

1. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
  - a. Contractor fails to perform his duties to the satisfaction of the County; or
  - b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
  - c. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
  - d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
  - e. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
  - f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) calendar days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

2. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at least thirty (30) calendar day's written notice of termination for convenience ("Notice



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least thirty (30) calendar days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

3. **Power to Terminate.** Termination of this Contract may be effectuated by the Director of the Health Agency without the need for action, approval, or ratification by the Board of Supervisors.
4. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.
5. **Amendments without Board Action.** The Board of Supervisors delegates to the Director of the Health Agency the authority to amend the Contract to provide for additional services and increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars (\$25,000.00). The Board of Supervisors delegates the authority to the Director of the Health Agency to amend this Contract to exchange types of services at the rates listed for each respective service. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Director of the Health Agency. Except as expressly provided herein, no contractual provision may be modified under this delegation of authority.
6. **Disentanglement.** Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.
7. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

8. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).
9. **Confidentiality.** Contractor shall abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164, and the provisions of Exhibit E.
10. **Confidentiality of Substance Abuse Treatment.** Substance abuse treatment information, including without limitation, the identity of program participants or the fact that services are being provided is confidential and may not be disclosed except as authorized by law. Contractor and its officers, agents and employees agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, The Public Health Service Act (42 U.S.C. 290ee-3), Title 42 of the Code of Federal Regulations, Exhibit E, and any other applicable Federal, State or local laws, regulations, directives, or guidelines.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

## **EXHIBIT E – QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT**

### **1. Protected Information**

Contractor acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with Protected Information<sup>1</sup>, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the Health Insurance Portability and Accountability Act (“HIPAA”), 45 C.F.R. Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by the underlying Agreement and by law.

### **2. Use of Protected Information**

Except as otherwise provided in this Exhibit, Contractor may use Protected Information to perform functions, activities or services for or on behalf of the County, as specified in the underlying Agreement, provided that such use does not violate federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, HIPAA or other law.

### **3. Third Party Access to Protected Information**

Contractor agrees to resist any efforts in judicial proceedings to obtain access to Protected Information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records; 42 C.F.R. Part 2.

### **4. Safeguarding Protected Information**

Contractor agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of the Protected Information. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that Contractor creates, receives, maintains or transmits on behalf of the County. The actions taken by Contractor to protect Electronic Protected Information shall include, without limitation: (1) Encrypting Electronic Protected Information that it stores and transmits; (2) Implementing strong access controls, including physical locks, firewalls and strong passwords; (3) Using antivirus software that is upgraded regularly; (4) Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and (4) Conducting periodic security training.

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<sup>1</sup> Protected Information includes any information received from the County Health Agency identifying or otherwise relating to a County Health Agency program participant and includes, without limitation, all individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present or future physical or mental health of condition of an individual; the provision of health care to an individual; or the past, present, or future payment for provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Protected Information also includes such information, which is transmitted by or maintained in electronic media.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

**5. Unauthorized use or Disclosure of Protected Information**

Contractor agrees to report to County any use or disclosed of the Protected Information not permitted under this Agreement or otherwise in violation of HIPAA or the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records. Contractor shall report any such incidents to County within 48 hours of becoming aware of such an incident. Contractor shall investigate the breach and provide a written report of the investigation to the County and the Department of Mental Health within 30 days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to the unauthorized disclosure.

**6. Agents or Subcontractors of Contractor**

Contractor acknowledges that pursuant to this Agreement, it is acting as a "qualified service organization" within the meaning of federal drug and alcohol regulations. Section 2.11 of Title 42 of the Code of Federal Regulations requires qualified service organizations to abide by all the federal drug and alcohol regulations, which prohibit such organizations from disclosing any Protected Information to an agent or subcontractor.

**7. County Access to Protected Information**

At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to Protected Information to an Individual or the County in order to meet the requirements of 45 C.F.R. section 164.524, which provides patients with the right to access and copy their own Protected Information. Requests for Protected Information will be honored within a reasonable amount of time to accumulate the data requested.

**8. Employee Training and Discipline**

Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

**9. Amendments to Records.**

Contractor agrees to make any amendments to the Protected Information as directed or agreed to by County pursuant to 45 C.F.R. section 164.526 within a reasonable time of receiving such a request.

**10. Access to Records**

Contractor agrees to make available its internal practices, books, and reports, including policies and procedures, relating to the use, disclosure, security and privacy protection of Protected Information received from County, or created or received by Contractor on behalf of County, to County or to the Secretary of the Department of Health and Human Services for purposes of determining compliance



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

with HIPAA, in the time and manner designated by the County or Secretary.

**11. Documentation of Uses and Disclosures**

Contractor agrees to document disclosures of Protected Information, and information related to such disclosures, as would be required for the County to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. section 164.528. Requests for Protected Information will be honored within a reasonable amount of time to accumulate the data requested. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

**12. Accounting of Disclosures**

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 C.F.R. section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of Protected Information in accordance with 45 C.F.R. section 164.528.

**13. Destruction of Protected Information**

Upon termination of the underlying Agreement for any reason, Contractor shall return or destroy all Protected Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Information. However, Contractor shall retain all Protected Information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 10 of this Agreement for a period of six years after termination of the underlying Agreement.

In the event that Contractor determines that returning or destroying the Protected Information is infeasible, Contractor shall notify County of the conditions that make return or destruction infeasible. If the County agrees that return or destruction of the Protected Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as Contractor maintains the information.

**14. Mitigation of Disallowed Uses and Disclosures**

Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Information by the Contractor in violation of the requirements of the underlying Agreement or HIPAA.

**15. Definitions**

Terms, used but not otherwise defined in this Exhibit shall have the same meaning as those in the Privacy Rule.



REQUEST FOR PROPOSAL  
PS-#969

Behavioral Health System  
Requirements and Selection  
Consultant

**16. Interpretation**

Any ambiguity in this Exhibit shall be resolved to permit County to comply with HIPAA and the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records.

**17. Termination**

The underlying Agreement is subject to termination by the County upon knowledge of a material breach of the terms of this Exhibit by the Contractor of which Contractor fails to cure to the satisfaction of the County.

**18. Amendment**

The Parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for new procedures to ensure compliance with these developments. Contractor specifically agrees to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to security or privacy of protected information. Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit, which will embody the new standards and requirements. County may terminate the Contract upon thirty (30) days notice in the event that Contractor does not promptly enter into negotiations to amend this Exhibit or Contractor does not enter into an amendment, which the County, in its sole discretion, deems sufficient to satisfy the new standards and requirements.