



Gavin Newsom, Governor
State of California
Health and Human Services Agency
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June 22, 2026

NOTICE TO PROSPECTIVE PROPOSERS

Addendum #1 To Request for Proposal (RFP) C26MC-0006 Voluntary Employees' Beneficiary Association or Trust Fund Consulting Services

The purpose of this Addendum is to update the RFP C26MC-0006, Section E.11 – Award and Protest.

The physical posting location of the notice of the proposed award has been revised.

This document replaces the original solicitation package. Please review the revised document thoroughly and submit your proposals accordingly. Proposals are due no later than **July 9, 2026 at 4:00 p.m. Pacific Daylight Time.**



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June 11, 2026

REQUEST FOR PROPOSAL – Primary
Voluntary Employees' Beneficiary Association or Trust Fund Consulting Services
RFP No. C26MC-0007

You are invited to review and respond to the Department of Managed Health Care's (DMHC) Request for Proposal (RFP) entitled "Voluntary Employees' Beneficiary Association or Trust Fund (VEBA) Consulting Services". Potential Proposers may download the solicitation package and any future addendums from [Cal eProcure](#). In submitting a proposal, you must comply with the instructions found herein. The deadline for submitting proposals is **July 9, 2026, 4 p.m. Pacific Daylight Time (PDT)**.

The DMHC is soliciting proposals from qualified entities to provide consulting services by performing, participating in and reviewing the analyses, activities and communications of the qualifying VEBA and its contracted health care providers. A successful Proposer will be awarded a two-year contract anticipated to begin on **October 1, 2026 or Upon Approval**, whichever is earlier, and end on **September 30, 2028**. The DMHC reserves the right to extend the contract for an additional one-year term at the same rates and maximum dollar amount per year as the original Agreement. Contract extensions are subject to satisfactory performance, funding availability and approval by the Department of General Services (DGS).

The Small Business (SB) Preference and other preference programs apply to this solicitation. The Disabled Veteran Business Enterprise (DVBE) participation requirement has been waived; however, the DVBE Incentive Program will apply for this solicitation.

All agreements entered into with the State of California will include by reference [General Terms and Conditions](#) and [Contractor Certification Clauses](#). A hard copy can be provided by contacting the person listed below.

In the opinion of the DMHC, this RFP is complete. However, if you have questions or need clarifying information, please contact:

Lesya Vorobets
DMHC Contract Analyst
Contracts.Unit@dmhc.ca.gov

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

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A. PURPOSE AND DESCRIPTION OF SERVICES

The Contractor shall perform, participate in and review the analyses, activities and communications of the qualifying VEBA and its contracted health care providers. Also, the Contractor shall assist with preparing a written report to the Legislature summarizing the information compiled during the pilot program, as described in the California Health and Safety Code (HSC) section 1343.3 (a)(11)(B) and (g).

The Contractor shall review the annual information provided by the VEBA concerning comparative cost savings when comparing capitation to fee-for-service payments; performance measures for clinical patient outcomes; and enrollee satisfaction meeting the criteria outlined in HSC section 1343.3(a)(11)(A). This analysis must be performed under the data standards currently used by the Integrated Healthcare Association's Align.Measure.Perform. (AMP) program and the California Regional Health Care Cost and Quality Atlas.

The DMHC intends to award one Agreement, to one Proposer, but does not guarantee any specific volume of work upon award. The cost of any Agreement resulting from this RFP shall not exceed \$243,000.00.

The DMHC reserves the right to extend the Agreement up to an additional one year at the same rates and maximum dollar amount per year as the original Agreement and/or amend to increase funding for additional VEBA consulting services. Agreement amendments are subject to satisfactory performance, funding availability and may require approval from the DGS. Agreement amendments will not take effect until the Contractor has received a copy of the final contract document signed by the DMHC Contract Officer or designee and approved by the DGS if applicable.

B. BACKGROUND

California Assembly Bill (AB) 1124 (Maienschein, 2020) effective January 1, 2021, adds and repeals HSC section 1343.3.1.1 AB 1124 authorizes the DMHC to approve two pilot programs whereby providers approved by the DMHC may undertake risk-bearing arrangements with a qualifying VEBA.²

AB 2063 effective September 28, 2024, extended the pilot program end date from December 31, 2025, to December 31, 2027, and the deadline for the DMHC to report findings to the Legislature from January 1, 2027 to January 1, 2029.

¹ California HSC sections 1340 et seq. (Act). References herein to "Section" are to sections of the Knox-Keene Act. References to "Rule" refer to the California Code of Regulations, Title 28.

² Voluntary Employees' Beneficiary Association is defined at section 1343.3(a).

The purpose of the pilot program is to demonstrate the control of costs for health care services and the improvement of health outcomes and quality of service when compared against a sole fee-for-service provider reimbursement model. Pursuant to section 1343.3(a)(11)(A), the VEBA must collect and report to the DMHC, in each year of the pilot program, information regarding the comparative cost savings when compared to fee-for-service payment, performance measurements for clinical patient outcomes, and enrollee satisfaction.

C. SCOPE OF WORK

Please refer to [Exhibit A – Scope of Work](#) for a detailed breakdown of the services/tasks/deliverables applicable to this RFP.

D. ADMINISTRATIVE REQUIREMENTS

The successful Proposer awarded an Agreement must fulfill the following Administrative Requirements prior to commencing work, and is responsible for any fees or expenses, including time, for completing these items:

1. Information Security, Integrity and Confidentiality Statement

Exhibit E-I for Contractor Authorized Representative and Exhibit E-II for project employees, agents or sub-contractors, which certify the Contractor and the Contractor's staff understand and agree to comply with the DMHC's Information Security and Confidentiality Statement.

2. Annual Information Security Awareness and Privacy Training

California policy requires the DMHC to provide for the proper use and protection of its information assets and arrange for basic security and privacy awareness training (State Administrative Manual sections 5305.1; 5320.1; 5320.2, Statewide Information Management Manual 5330-B) for **new users and annually** thereafter. The DMHC contractors (including subcontractors) who access state resources must complete the designated DMHC annual Information Security Awareness and Privacy Training online prior to beginning work on a contract and accessing DMHC information assets. The DMHC Information Security Officer will set up the training account. The training course is free-of-charge; any expenses, including Contractor time, related to Information Security Awareness and Privacy Training are the responsibility of the Contractor. Active contractors/subcontractors must provide a list of their employees' names and email addresses annually to the DMHC Information Security Officer to administer training.

3. Statement of Economic Interests (Form 700)

The California Political Reform Act requires individuals holding positions designated within an agency's conflict of interest code to file an annual Statement

of Economic Interests (Form 700). The DMHC's conflict of interest code designates "Consultants" among the positions that must file a Form 700. The Contractor's employees or independent contractors, working on the above-named contract, will be designated as consultants required to file an original Form 700 with the DMHC. (See Government Code sections 82019 and 87302.)

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

The Contractor shall abide by the provisions of Government Code Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., PCC sections 10335 et seq. and 10410 et seq., California Code of Regulations, Title 2, section 18700 et seq., and the DMHC Incompatible Activities Policy.

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

The Contractor shall have a continuing duty to disclose fully and timely to the DMHC, in writing:

- All interests and activities that create an actual or potential conflict of interest in performance of the Agreement.
- Any material changes in the Contractor's business name, structure and/or status, including any changes in business ownership and/or form, such as a change from sole proprietorship or partnership into a corporation or vice versa; dissolution of the business; filing in bankruptcy; revocation of corporate status by the Secretary of State; and other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any disclosure duties, it shall render this Agreement void.

4. Ethics Certification

Government Code sections 11146 through 11146.4 require all officials, employees and contracted consultants designated to file a Form 700 to also complete an Ethics Certification when first assuming a designated position and then every odd numbered year thereafter. If consultants assumed their designated position during an even numbered year, they are required to complete the Ethics Certification two years in a row.

E. PROPOSAL REQUIREMENTS AND INFORMATION

1. Anticipated Key Action Dates

Activity	Anticipated Action Date and Time
RFP Available to Prospective Proposers	June 11, 2026
Last Day for Proposers to Submit Written Questions	June 18, 2026 at 4:00 p.m. PDT
Answers to Questions Posted	June 25, 2026
Proposal Submittal Deadline	July 9, 2026 at 4:00 p.m. PDT
Cost Proposal Opening	July 16, 2026
Notice of Intent to Award	July 17, 2026
Proposed Award Date	July 23, 2026
Contract Term	October 1, 2026, or Upon Approval, whichever is earlier – September 30, 2028

Note: The DMHC may modify this RFP prior to the Proposal Submittal Deadline by issuing and posting a formal addendum to <https://caleprocure.ca.gov/>. All dates after the Proposal Submittal Deadline are approximate and may be adjusted as conditions indicate, without an Addendum to this RFP.

2. Submission of Questions

All questions must be submitted in writing **prior to 4:00 p.m. PDT on June 18, 2026**, to Lesya Vorobets at Contracts.Unit@dmhc.ca.gov. Responses will be posted on <https://caleprocure.ca.gov/> under Voluntary Employees' Beneficiary Association or Trust Fund Consulting Services (C26MC-0007).

All addenda and questions will be posted on <https://caleprocure.ca.gov/>, along with [Cal eProcure registration Instructions](#).

3. General Requirements

- a. The Proposer must provide documentation (i.e. Certificate of Good Standing from the California Secretary of State) to substantiate they are in good standing and qualified to conduct business in California.
- b. The Proposer must not be an affiliate or a subsidiary of, nor in any way owned or controlled by, a health care service plan or a trade association of health care service plans. A board member, director, officer or employee of the Contractor

shall not serve as a board member, director or employee of a health care service plan. A board member, director or officer of a health care service plan or a trade association of health care service plans shall not serve as a board member, director, officer or employee of the Proposer's firm.

- c. The Proposer must not be currently engaged in services with a health care service plan or a trade association of health care service plans in California or any activities that could appear to be a conflict of interest.

4. References

The Proposer is required to provide three references, on Attachment 11, Proposer References, for which the Proposer has provided similar services as described in Section C, Scope of Work. The DMHC retains the right to conduct reference checks beyond those supplied by the Proposer. The DMHC must not be listed as a reference. Proposers must cite other entities with completed work for this requirement.

5. Resumes

The Proposer shall provide resumes for proposed key project personnel (either staff or consultants to the Contractor or subcontractor(s)). The resumes for all key project personnel should demonstrate two years of paid work experience performed in the last five years, similar to the services described in Section C, Scope of Work.

Resumes should list the most recent experience first. Multiple companies may be listed to support key project personnel's experience. It is the responsibility of the Proposer to clearly describe how the experience meets the requirements.

If, for any reason, the project personnel listed in the original proposal is unable to perform services during the term of the contract, the DMHC retains the right to approve, in advance, any changes to the personnel or terminate the Agreement.

6. Work Plan

The Proposer shall develop a narrative Work Plan, labeled Attachment 13, Work Plan, for task completion outlining their ability to fulfill the requested services as identified in Section C, Scope of Work. The Work Plan must include the following:

a. Proposer Qualifications

Provide a detailed description of Proposer's qualifications, skills, knowledge and expertise related to California health plans and the overall healthcare market. Describe its current and past experience with:

- Working with the health insurance industry (e.g., Health Maintenance Organizations (HMOs), Preferred Provider Organizations (PPOs) and medical groups), government and non-profit health entities in California.
- Reviewing comparative health care cost savings and relevant market, financial and operational data of health care entities; and reviewing clinical patient outcomes.
- Analyzing performance measurements for the clinical patient outcomes in accordance with Integrated Healthcare Association's AMP program and the California Regional Health Care Cost and Quality Atlas.
- Fee-For-Service vs Capitated Payment models.

b. Project Personnel

A detailed plan estimating the classifications and number of individuals and different teams, responsible for performing the requested services mentioned in Section C, Scope of Work, and any administrative functions such as collecting and submitting the necessary forms for each employee for statements of economic interest.

Provide a description of the key project personnel and anticipated supporting personnel to be employed during contract performance by name, classification/title and their qualifications to perform the work.

If subcontractors are contemplated, identify those persons or firms, the portions of the work to be done by the subcontractors, and how and why they were selected. Provide a description of how subcontracted work will be controlled, monitored and evaluated.

c. Project Description

A detailed description of the techniques and methods to be used in performing the services described in Section C, Scope of Work, including:

- Developing the reporting template utilized by the pilot project participant(s) for annual reporting.
- Reviewing comparative cost savings and relevant market, financial and operational data.
- Reviewing clinical patient outcomes information submitted by the pilot project participant.
- Reviewing enrollee satisfaction metrics.
- Reviewing comparative cost savings and clinical patient outcome and enrollee satisfaction performance measures in accordance with Integrated

Healthcare Association's AMP program and the California Regional Health Care Cost and Quality Atlas.

- Collaborating and coordinating with the DMHC and the VEBA appointed ombudsperson in the review and consideration of complaints lodged by participating enrollees.
- Meeting intermediate and completion timeframes.
- Preparing the legislative report at the completion of the pilot project.

d. Work Samples

The Proposer shall provide one work sample created for similar project(s) within the last five years to demonstrate:

- Ability to evaluate health care financial/cost savings analysis.
- Ability to evaluate clinical patient outcomes.
- Familiarity with Integrated Healthcare Association's AMP program and the California Regional Health Care Cost and Quality Atlas.
- Ability to evaluate health care financial/cost savings, clinical patient outcomes and performance measurements.
- Analytical approach to financial/cost savings and/or clinical patient outcomes from inception to completion.
- Final report sample with analysis, findings and recommendations.

e. Financial Stability

The Proposer shall submit a written statement regarding the Proposer's financial and organizational stability; how long the Proposer has been in business; if the Proposer is nationwide or local; the number of years the Proposer has performed services similar to the services mentioned in Section C, Scope of Work; and, any probable contingencies that may affect the Proposer's financial and organizational stability.

f. Conflict of Interest

The Proposer shall provide a detailed description of how the Proposer will monitor for potential conflicts of interest that may preclude it from accepting work assignments from the DMHC. The description should include criteria to determine a conflict of interest and timeframe for notifying the DMHC after a conflict of interest has been identified. The Proposer must also include their policy and procedures for monitoring conflicts of interest. If the Proposer does not have a policy, they must provide an explanation of how they monitor for potential conflicts of interest.

The Proposer is responsible for identifying all additional information and/or resources (facilities, equipment, network connectivity, etc.) it deems necessary from the DMHC to successfully complete all deliverables, activities or tasks detailed in Section C, Scope of Work.

7. Proposal Format and Requirements

- a. Proposals should provide straight-forward and concise descriptions of the Proposer's ability to perform the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause a proposal to be rejected. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of any form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. [The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.]
- c. The Proposer must complete Attachment 14, Cost Proposal, in the prescribed format. Any deviation from the prescribed format, which in the opinion of the DMHC is material, may result in the rejection of the proposal. The proposed cost shall include all fees and expenses for providing services described in this RFP. The successful organization shall only be compensated based on actual services performed at the rates submitted.
- d. All pricing shall remain firm and constant during the entire Agreement term, including any extensions or amendments.
- e. All proposals shall include the documents identified in Attachment 1, Required Document Checklist. Proposals not including the Attachments listed below shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements. All proposals must include the following Attachments:
 - i. Attachment 1, Required Document Checklist
 - ii. Attachment 2, Proposal/Proposer Certification Sheet
 - iii. Attachment 3, [Bidder Declaration](#)
 - iv. Attachment 4, DVBE Incentive Application Request (If Applicable)
 - v. Attachment 5, [Darfur Contracting Act Certification](#) (If Applicable)
 - vi. Attachment 6, [California Civil Rights Laws Certification](#)

- vii. Attachment 7, [Contractor Certification Clauses](#)
 - viii. Attachment 8, [Iran Contracting Act](#)
 - ix. Attachment 9, [Payee Data Record](#)
 - x. Attachment 10, Certificate of Good Standing
 - xi. Attachment 11, Proposer References
 - xii. Attachment 12, Resumes
 - xiii. Attachment 13, Work Plan
 - xiv. Attachment 14, Cost Proposal
- f. An individual who is contractually authorized to bind the proposing organization shall sign Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position the individual holds in the organization. An unsigned proposal may be rejected.
- g. If the proposal is made under a fictitious name or business title, the actual legal name of the Proposer must be provided.
- h. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- i. Joint proposals are not acceptable. A joint proposal is when two or more Proposers sign and submit a proposal together for requested services.
- j. All pages of the proposal shall have the following header and consecutive page numbering format in the upper right-hand corner:

(Proposer's Legal Name)
RFP #C26MC-0007

Voluntary Employees' Beneficiary Association or Trust Fund Consulting Services

8. Electronic Submission Instructions

- a. Hard copy proposals will not be accepted for this solicitation. If a Proposer requires any reasonable accommodations, email requests to Contracts.Unit@dmhc.ca.gov.
- b. The entire proposal, except Attachment 14, Cost Proposal, must be emailed to ElectronicBidSubmissions@dmhc.ca.gov with the following subject line: RFP C26MC-0007 [Proposer's Name] Proposal.
- c. Attachment 14, Cost Proposal, must be sent in a separate email to ElectronicBidSubmissions@dmhc.ca.gov with the following subject line: RFP C26MC-0007 [Proposer's Name] Cost Proposal - DO NOT OPEN

- d. Both emails must be received by the DMHC by **4 p.m. PDT, July 9, 2026**. Proposals received after this time and date will not be considered.
- e. Proposals sent with Attachment 14, Cost Proposal in the same email submission and/or to any other email address(es) other than ElectronicBidSubmissions@dmhc.ca.gov may be rejected. If a proposal is inadvertently sent to an incorrect email address, Proposer must take all appropriate corrective steps to avoid proposal rejection.
- f. Files stored on the Internet (e.g., Google Drive, Dropbox, etc.) in lieu of attachments are not acceptable. Any documents stored at such links will not be retrieved. Zip files are acceptable and encouraged.
- g. If multiple emails are required due to file size, they should be identified in the subject line as follows: 1 of 2, 2 of 2 etc.
- h. Emails containing Cost Proposals will be opened by the DMHC during Stage 2: Cost Proposal Evaluation as described in section E. Proposal Requirements and Information, item 10. Evaluation Process and Criteria.
- i. A Proposer may modify a proposal after submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in Section E, Proposal Requirements and Information, Item 1, Anticipated Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- j. A Proposer may withdraw its proposal by emailing withdrawal request to the DMHC, signed by the Proposer or an authorized agent for the organization. Once the DMHC has confirmed acceptance and approval of the withdrawal request, the Proposer may then submit a new proposal prior to the proposal submission deadline. Subsequent to proposal submission deadline, proposals may not be withdrawn without cause.
- k. Email the withdrawal request to Contracts.Unit@dmhc.ca.gov including a subject line: Withdrawal RFP #C26MC-0007.
- l. The Proposers are cautioned to not rely on the DMHC during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- m. In submitting a proposal, the Proposer authorizes the DMHC to verify any or all claimed information, proprietary or non-proprietary, by any reasonable means, including onsite inspection, and any references named in their proposal.

- n. Costs incurred for developing proposals and in anticipation of award of an Agreement, are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- o. The DMHC reserves the right to reject all proposals and is not required to award an Agreement.
- p. No oral understanding or Agreement shall be binding on either party.

9. Disposition of Proposals

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and regarded as public records under the California Public Records Act (Government Code Section 7920, et. seq.) and subject to review by the public.

10. Evaluation Process and Criteria

- a. At the time of proposal opening, each proposal will be checked for the presence or absence of the required information in conformance with the submission requirements of this RFP. A responsive proposal is one which meets or exceeds the requirements stated in this RFP.
- b. Proposals that contain false or misleading statements or provide references which do not support an attribute or condition claimed by the Proposer may be rejected.
- c. Proposers claiming any of the proposal preferences shall submit the proper required certification documents and check the box next to the applicable Attachment number on Attachment 1, Required Document Checklist. Refer to the links in Section F, Preference Programs, in this RFP for information regarding these preference programs.

Evaluation Criteria are set as follows:

Stage 1: Evaluation

The proposals that meet the submission requirements of this RFP will be evaluated and scored according to the criteria indicated below. A minimum of 63 points must be achieved in this phase to be considered responsive. (A responsive proposal meets or exceeds the requirements stated in this RFP.)

Evaluation Criteria (90 maximum points)	Maximum Possible Score
A. Proposer Qualifications <i>Clearly and thoroughly demonstrates requested qualifications and experience = 10 points</i> <i>Response is adequate but does not completely address the requirement = 5 points</i> <i>Response does not meet the requirement = 0 points</i>	
The Proposer's past and current experience with: i. Working with the health insurance industry (e.g., HMOs, PPOs and medical groups), government and non-profit health entities in California. ii. Reviewing comparative health care cost savings and relevant market, financial and operational data of healthcare entities; and reviewing clinical patient outcomes. iii. Analyzing performance measurements for the clinical patient outcomes in accordance with Integrated Healthcare Association's AMP program and the California Regional Health Care Cost and Quality Atlas. iv. Fee-For-Service vs Capitated Payment models.	10
B. Project Personnel <i>Clearly and thoroughly demonstrates ability to meet the requested services with the project personnel identified = 10 points</i> <i>Response is adequate but does not completely address the requirement = 5 points</i> <i>Response does not meet the requirement = 0 points</i>	
Resumes for all key project personnel and work plan submitted by the proposer demonstrate experience in fulfilling the requested services as identified in Section C, Scope of Work	10

Evaluation Criteria (90 maximum points)	Maximum Possible Score
C. Project Description <i>Clearly and thoroughly documents the requirement = 5 points</i> <i>Response is acceptable but does not completely address the requirement = 3 points</i> <i>Response does not meet the requirement = 0 points</i>	
Methods used to develop the reporting template utilized by the pilot project participant(s) for annual reporting.	5
Techniques to review the comparative cost savings and relevant market, financial and operational data.	5
Techniques to review clinical patient outcomes information submitted by the pilot project participant.	5
Techniques to review enrollee satisfaction metrics.	5
Techniques to review comparative cost savings and clinical patient outcome and enrollee satisfaction performance measures in accordance with Integrated Healthcare Association's AMP program and the California Regional Health Care Cost and Quality Atlas.	5
Methods for collaborating and coordinating with the DMHC and the VEBA appointed ombudsperson in the review and consideration of complaints lodged by participating enrollees.	5
Methods for meeting intermediate and completion timeframes.	5
Methods for preparing the legislative report at the completion of the pilot project.	5

Evaluation Criteria (90 maximum points)	Maximum Possible Score
D. Work Samples <i>Clearly and thoroughly demonstrates requested work experience = 20 points</i> <i>Response is adequate but does not completely address the requirement = 10 points</i> <i>Response does not meet the requirement = 0 points</i>	
Proposer's work sample created for a similar project to demonstrate: • Ability to evaluate health care financial/cost savings analysis. • Ability to evaluate clinical patient outcomes. • Familiarity with Integrated Healthcare Association's AMP program and the California Regional Health Care Cost and Quality Atlas. • Ability to evaluate health care financial/cost savings, clinical patient outcomes and performance measurements. • Analytical approach to financial/cost savings and/or clinical patient outcomes from inception to completion • Final report sample with analysis, findings and recommendations	20
E. Financial Stability <i>Clearly and thoroughly documents the requirement = 5 points</i> <i>Response is acceptable but does not completely address the requirement = 3 points</i> <i>Response does not meet the requirement = 0 points</i>	
A written statement on financial and organizational stability.	5

Evaluation Criteria (90 maximum points)	Maximum Possible Score
F. Conflicts of Interest <i>Clearly and thoroughly documents the requirement = 5 points</i> <i>Response is acceptable but does not completely address the requirement = 3 points</i> <i>Response does not meet the requirement = 0 points</i>	
The Proposer's methodology for monitoring potential conflicts.	5
Total Possible Points	90

Stage 2: Cost Proposal Evaluation

- i. This phase consists of evaluating the cost proposals. All proposals that enter Stage 2 will have received 63 points or more and are considered fully capable of performing the required services.
- ii. Submittals containing proposal cost information that meet the format requirements and standards shall then be publicly opened in a virtual forum and read.
- iii. Email Contracts.Unit@dmhc.ca.gov prior to 5 p.m. July 15, 2026 to attend the virtual Cost Proposal Opening.
- iv. The Agreement will be awarded to the lowest cost responsible Proposer meeting the requirements outlined in this RFP.

11. Award and Protest

- a. Notice of the proposed award shall be posted ~~in the DMHC lobby~~ **on the public bulletin board located in the Town Center Auditorium** at 9646 Butterfield Way, Sacramento, California and at <http://www.dmhc.ca.gov> for five days prior to award of the Agreement.
- b. If any Proposer, prior to Agreement award, files a protest with the DMHC and the DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 (OLSProtests@dgs.ca.gov), on the grounds the protesting Proposer would have been awarded the Agreement had the DMHC

evaluated and scored their proposal as described in the RFP, the Agreement shall not be awarded until the protest has been withdrawn or DGS decided the matter. It is suggested any protest is sent by certified or registered mail.

- c. Within five days after filing the initial protest, the protesting Proposer shall file with the DGS, Office of Legal Services and the DMHC a detailed statement specifying the grounds for the protest. The protest must be submitted to the address listed in Item b, above.
- d. Upon resolution of any filed protest and Agreement award, Contractor must submit a completed [Payee Data Record \(STD 204\)](#) to determine if the Contractor is subject to state income tax withholding pursuant to the California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the DMHC.
- e. Upon resolution of any filed protest and Agreement award, the Contractor must sign and submit the [Contractor Certification Clauses \(CCC 04/2017\)](#).

12. Agreement Execution and Performance

- a. Performance shall start on the express date set by the DMHC and the Contractor, after all approvals have been obtained and the Agreement is fully executed. In addition, the Contractor must fulfill the Administrative Requirements prior to commencing work on the Agreement. Should the Contractor fail to commence work at the agreed upon time, the DMHC, upon five days written notice to the Contractor, reserves the right to terminate the Agreement.
- b. The [State's General Terms and Conditions \(GTC 02/2025\)](#) are not negotiable. The DMHC does not accept alternate Agreement language from a Contractor. A proposal with such language will be considered a counter proposal and will be rejected.
- c. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

F. PREFERENCE PROGRAMS

The standard Agreement language for the preference programs applied to this RFP can be found at the Internet websites listed below:

- 1. Small Business (SB) Preference
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std811.pdf>.
- 2. Non-SB Subcontractor Preference
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.

3. Target Area Contract Preference Act

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>.

If applying for one of these preference programs, please be sure to complete and submit the required documents, which can be found at the above links.

G. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE PROGRAM

Note: The DVBE participation requirement has been waived; however, the DVBE Incentive Program will apply for this solicitation.

Under CCR Title 2, Section 1896.99.100, the California DVBE Incentive provides responsive and responsible organization the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation evaluation when a proposing organization selects a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive may place the proposing organization in line for contract award.

The DVBE Incentive is applied during the evaluation process and is only applied to responsive proposals from responsible organizations proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.

The following are key elements of the DVBE Incentive Program:

1. The DVBE Incentive participation is optional and at the discretion of the proposing organization.
2. When requesting the Incentive Application, proposing organizations must complete and return Attachment 4, DVBE Incentive Application Request with their proposal at time of submission.
3. The incentive is applied by reducing the cost proposed by the amount of incentive as computed from the lowest responsive and responsible proposal. Computation is for evaluation purposes only. (2 CCR 1896.99.100 (c)).
4. Services or commodities provided by the DVBE firm MUST meet the definition of a "Commercially Useful Function" (CUF) as defined under Government Codes Section 14837(d)(4) and Military and Veterans Code Section 999(b)(5)(B). A DVBE firm not meeting CUF regulations will render the proposing organization ineligible for the DVBE Incentive application.
5. The DVBE Incentive application will be based on the Low Cost Method and follows the guidelines identified below:

Application of the incentive is based on the proposing firm's level of DVBE participation identified (1- 5% and higher).

- a. For awards based on low cost, the incentive is applied by reducing the cost proposed by the amount of incentive as computed from the lowest responsive and responsible proposal. (2 CCR 1896.99.100 (c)).

SAMPLE: Using the incentive scale below (Display is for illustration purposes only).

Confirmed DVBE Participation	Incentive Applied:
1 - 1.99% inclusive	1%
2 - 2.99% inclusive	2%
3 - 3.99% inclusive	3%
4 - 4.99% inclusive	4%
5% and Higher	5%

SAMPLE RESULTS	PROPOSER A	PROPOSER B	PROPOSER C
Responsive/Responsible	Yes	Yes	Yes
Proposed Price	\$100,000	\$102,000	\$103,000
Rank	1	2	3
SB Eligible Preference	None	SB	SB
Eligible Preference	\$0	\$5,000	\$5,000
Proposed Price Subtotal	\$100,000	\$97,000	\$98,000
New Rank	3	1	2
Confirmed DVBE Participation	None (0%)	Yes (3%)	Yes (5%)
Confirmed DVBE Participation Incentive Amount	\$0	\$3,000	\$5,000
Net Proposal Amount (For Evaluation Purposes Only)	\$100,000	\$94,000	\$93,000
New Rank	3	2	1

- b. Order of Evaluation:

- i. SB Preference is calculated by multiplying the lowest Proposed Price of a Non-SB by five percent and deducting the resulting calculation from the Proposed Price of the certified SB firm(s). In the sample above, the calculation was based on \$100,000 x .05 resulting in \$5,000 being deducted from the certified SBs (Firms B and C) Proposed Price.
- ii. The DVBE Incentive is calculated by multiplying the lowest Proposed Price of a Non-SB by the Confirmed DVBE Participation percentage. This amount is then deducted from the firm's Proposed Price Subtotal. In the sample above, Firm B had \$3,000 (\$100,000 x 0.3) deducted from its Proposed Price Subtotal. Firm C had \$5,000 (\$100,000 x 0.5) deducted from its Proposed Price Subtotal placing it first for award.

- iii. Under the DVBE Incentive method, it is possible to displace a Certified SB with the application of the DVBE incentive.

H. NEWS RELEASES AND SOCIAL MEDIA

Proposers must obtain prior written approval from the DMHC before issuing any news release, statement to the news media or social media post(s) pertaining to this RFP.

I. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

J. EXECUTIVE ORDER N-12-23 – GENERATIVE ARTIFICIAL INTELLIGENCE

The State of California seeks to realize the potential benefits of Generative Artificial Intelligence (GenAI), through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Proposer must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual section 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Proposer of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code section 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

K. ATTACHMENTS

ATTACHMENT 1 REQUIRED DOCUMENT CHECKLIST

Proposer's Name:

A complete proposal package consists of all required items listed in the RFP and identified below. Place an "X" next to each Attachment you are submitting to the State. For the proposal to be considered responsive, all required Attachments must be submitted with this checklist on top.

<u>Checklist</u>			
Included ✓	Attachment Number	Attachment Name / Description	Form / Documentation Required
☐	1	Required Document Checklist	Yes
☐	2	Proposal/Proposer Certification Sheet	Yes
☐	3	Bidder Declaration	Yes
☐	4	DVBE Incentive Application Request	If Applicable
☐	5	Darfur Contracting Act Certification	If Applicable
☐	6	California Civil Rights Laws Certification	Yes
☐	7	Contractor Certification Clauses	Yes
☐	8	Iran Contracting Act	Yes
☐	9	Payee Data Record	Yes
☐	10	Certificate of Good Standing	Yes
☐	11	Proposer References	Yes
☐	12	Resumes	Yes
☐	13	Work Plan	Yes
☐	14	Cost Proposal	Yes

I attest my organization is financially stable and able to provide the services referenced in this RFP. I acknowledge my responsibility to promptly notify the DMHC of changes that may impact my organization's ability to fulfill the services referenced in this RFP.

Signature:	Printed Name of Person Signing:	Date:
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ATTACHMENT 2
PROPOSAL/PROPOSER CERTIFICATION SHEET
(Page 1 of 2)

This sheet must be signed and returned along with all the Required Attachments and must bear an original signature of someone authorized to bind your organization contractually.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

1. Organization/Company	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No.	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Certification (OSDC) as: a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____ NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDC, if an application is pending:		

ATTACHMENT 2
 (Page 2 of 2)

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

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

ATTACHMENT 3
BIDDER DECLARATION

To view the form, click on the heading. Contact Contracts.Unit@dmhc.ca.gov to request a hard copy.

**ATTACHMENT 4
DVBE INCENTIVE APPLICATION REQUEST**

Under the DVBE Incentive Regulations, CCR Title 2, Section 1896.99.100, I request the application of the DVBE Program Incentive to RFP C26MC-0007 to determine if my firm may be in line for bid award.

- a. I understand that the DVBE Incentive application will be applied using the "Low Cost Method" and cannot be used to achieve any applicable minimum point requirements.
- b. I understand the DVBE firm(s) selected must provide a "Commercially Useful Function" as required under Government Codes 14837(d)(4) and Military and Veterans Code 999(b)(5)(B).
- c. I understand I will be required to report my firm's DVBE activities quarterly to the DMHC Contract Unit.
- d. I understand that subsequent amendments to the Agreement may require continued use of the identified DVBE firm if that contract amendment adds additional funding for continued services.
- e. As the Proposing firm, I identify the following percentage of DVBE participation for this solicitation: ____ percent.

SECTION A - PROPOSING FIRM INFORMATION		
Name:		
Representative:		Title:
Address:		
City:	State:	Zip:
Telephone:		
Email:		

SECTION B - PROPOSED DVBE FIRM		
DVBE Name:		
Representative:	Title:	
Address:		
City:	State:	Zip:
Telephone:	Fax:	
Email:		
DVBE Certification:	DGS OSDS No.:	Date of Expiration:
Services to be Performed:		

Proposer Instructions:

1. Complete information in Section A.
2. Send this form to DVBE firm(s) to complete Section B.
3. Instruct the DVBE firm(s) to provide a copy of their DGS Office of Small Business and DVBE Services certification.
4. This form must be included with your proposal to be considered for the DVBE Incentive application.

ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION

To view the form, click on the heading. Contact Contracts.Unit@dmhc.ca.gov to request a hard copy.

ATTACHMENT 6
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

To view the form, click on the heading. Contact Contracts.Unit@dmhc.ca.gov to request a hard copy.

ATTACHMENT 7
CONTRACTOR CERTIFICATION CLAUSES

To view the form, click on the heading. Contact Contracts.Unit@dmhc.ca.gov to request a hard copy.

ATTACHMENT 8
IRAN CONTRACTING ACT

To view the form, click on the heading. Contact Contracts.Unit@dmhc.ca.gov to request a hard copy.

ATTACHMENT 9
PAYEE DATA RECORD

To view the form, click on the heading. Contact Contracts.Unit@dmhc.ca.gov to request a hard copy.

ATTACHMENT 10
CERTIFICATE OF GOOD STANDING

Refer to Section E.3 of the Request for Proposal for specific instructions.

**ATTACHMENT 11
PROPOSER REFERENCES**

List below up to three references for organizations for which your firm performed similar work as specified in Section C, Scope of Work. Evaluation of references will be primarily based on the description provided below for each reference.

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

ATTACHMENT 12
RESUMES

Refer to Section E.5, Resumes, of the Request for Proposal for specific instructions.

ATTACHMENT 13
WORK PLAN

Refer to Section E.6, Work Plan, of the Request for Proposal for specific instructions.

ATTACHMENT 14
COST PROPOSAL

Excel template titled Attachment 14, Cost Proposal must be completed and included with proposal submission.

L. SAMPLE AGREEMENT

Reset Form		Print Form		SCO ID: 4150-C26MC0007	
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES					
STANDARD AGREEMENT		AGREEMENT NUMBER C26MC-0007		PURCHASING AUTHORITY NUMBER (if Applicable) DMHC-4150	
STD 213 (Rev. 04/2020)					
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:					
CONTRACTING AGENCY NAME Department of Managed Health Care					
CONTRACTOR NAME					
2. The term of this Agreement is:					
START DATE October 1, 2026 or Upon Approval, whichever is earlier					
THROUGH END DATE September 30, 2028					
3. The maximum amount of this Agreement is: \$TBD - Not to exceed \$243,000.00					
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.					
Exhibits		Title			Pages
	Exhibit A	Scope of Work			6
	Exhibit B	Budget Detail and Payment Provisions			2
	Exhibit B-1	Price List			TBD
+	Exhibit C*	General Terms and Conditions			GTC 02/2025
-					
+	Exhibit D	Special Terms and Conditions			13
-					
+	Exhibit E	Information Security, Integrity and Confidentiality			3
-					
+	Exhibit E-I	Information Security and Confidentiality Statement (for Contractors)			2
-					
+	Exhibit E-II	Information Security and Confidentiality Statement (for Employees, Agents and Subcontractors)			2
-					
+	Exhibit E-III	Information Security Incident Report for Contractors			5
-					
+	Exhibit F	Resumes			TBD
-					
<i>Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.</i> <i>These documents can be viewed at https://www.dgs.ca.gov/CLS/Resources</i>					
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.					
CONTRACTOR					
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)					
CONTRACTOR BUSINESS ADDRESS			CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING			TITLE		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		

Department of Managed Health Care
Voluntary Employees' Beneficiary Association or Trust Fund Consulting Services
RFP No. C26MC-0007
Page 39 of 75

Reset Form

Print Form

SCO ID: 4150-C26MC0007

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C26MC-0007

PURCHASING AUTHORITY NUMBER (if Applicable)

DMHC-4150

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Managed Health Care

CONTRACTING AGENCY ADDRESS

980 9th Street, Suite 500

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Jessica Birkman

TITLE

Manager II, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (if Applicable)

EXHIBIT A SCOPE OF WORK

1. BACKGROUND

California Assembly Bill (AB) 1124 (Maienschein, 2020), effective January 1, 2021, adds and repeals California Health and Safety Code (HSC) section 1343.3 and authorizes the Department of Managed Health Care (DMHC) to approve two pilot programs whereby providers approved by the DMHC may undertake risk-bearing arrangements with a qualifying Voluntary Employees' Beneficiary Association or Trust Fund (VEBA).

AB 2063, effective September 28, 2024, extended the pilot program end date from December 31, 2025, to December 31, 2027 and the deadline for the DMHC to report findings to the Legislature from January 1, 2027 to January 1, 2029.

The purpose of the pilot program is to demonstrate the control of costs for health care services and the improvement of health outcomes and quality of service when compared against a sole fee-for-service provider reimbursement model. Pursuant to HSC section 1343.3(a)(11)(A), the VEBA must collect and report to the DMHC, in each year of the pilot program, information regarding the comparative cost savings when compared to fee-for-service payment, performance measurements for clinical patient outcomes, and enrollee satisfaction.

2. SERVICE OVERVIEW

The Contractor agrees to provide the DMHC with consulting services as described herein.

The Contractor shall perform, participate in and review the analyses, activities and communications of the qualifying VEBA and its contracted health care providers. Additionally, the Contractor shall assist with preparing a written report to the Legislature summarizing the information compiled during the pilot program, as described in HSC section 1343.3 (a)(11)(B) and (g).

The Contractor shall review the annual information provided by the VEBA concerning comparative cost savings when comparing capitation to fee-for-service payments; performance measures for clinical patient outcomes; and enrollee satisfaction meeting the criteria outlined in HSC section 1343.3(a)(11)(A). This analysis must be performed under the data standards currently used by the Integrated Healthcare Association's Align.Measure.Perform. (AMP) program and the California Regional Health Care Cost and Quality Atlas.

The Contractor shall report its findings and recommendations and provide all related documentation to the DMHC Contract Manager.

The Contractor shall:

- Attend and participate in internal and external stakeholder workgroups(s) regarding review of the VEBA, and public meetings to represent the DMHC on related matters.
- Assist the DMHC with review of any of the information provided by the VEBA.
- Provide support to the DMHC in defending its decisions or recommendations about the clinical patient outcomes when challenged by VEBA, risk-bearing organizations and health care providers.

3. SERVICE LOCATION AND HOURS

The services shall be performed remotely or onsite at 980 9th Street, Sacramento, CA 95814.

The services shall be provided during normal business hours from 8 a.m. to 5 p.m. Pacific Standard Time, Monday through Friday, excluding State holidays.

4. CONTRACT TERM

The term of this Agreement is listed on the STD. 213 "Start Date" and "Through End Date" identifying when services may begin and must be completed.

The anticipated term of this contract shall be October 1, 2026 or Upon Approval, whichever is earlier, through September 30, 2028.

The Contractor shall not deliver or commence the performance of services as described in this Scope of Work until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the start of, or after the end of, the term of this Agreement shall be considered voluntary on the part of the Contractor and non-compensable.

5. CONTRACT MANAGERS

The Contract Managers during the term of this Agreement will be:

	State Agency	Contractor
Entity Name	Department of Managed Health Care	
Division/Unit	Office of Financial Review	
Name	Michelle Yamanaka	
Address	980 9th Street, Suite 500 Sacramento, CA 95814	
Phone	916-322-0391	
Email	Michelle.Yamanaka@dmhc.ca.gov	

The parties may change their Contract Manager upon providing 10 days written notice to the other party. Said changes shall not require an amendment to this Agreement.

6. ADMINISTRATIVE REQUIREMENTS

Contractor agrees to complete the Administrative Requirements outlined in Exhibit D – Special Terms and Conditions, Item 10.

7. SERVICES TO BE PERFORMED

This is a time and materials contract and payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

A. SERVICES:

The Contractor shall provide the following services:

Task 1 – Analytical Review of VEBA and Health Care Providers' Data

1.1 Review of comparative cost savings and relevant market, financial and operational data of the VEBA and their contracted health care providers in relation to healthcare access for the service area to:

- Identify the geographic area served based on existing and projected enrollment of the combined entities.
- Consider the impact of the transaction on enrollee access to a comprehensive range of primary, specialty, institutional and ancillary services.
- Consider the impact of the transaction on provider-to-enrollee ratios.
- Review clinical patient outcomes reported by pilot participants.
- Review enrollee satisfaction reporting provided by pilot participants.
- Monitor performance measurements for clinical patient outcomes portion in accordance with Integrated Healthcare Association's AMP program and the California Regional Health Care Cost and Quality Atlas.
- Provide guidance on any relevant cost savings analysis when comparing Fee-For-Service versus capitated payment models for the VEBA and its contracting entities.

1.2 Provide testimony regarding analyses and report, as required by the DMHC, for public meetings or hearings.

- 1.3 Coordinate with the DMHC and the VEBA appointed ombudsperson in the review and consideration of complaints lodged by participating enrollees, pursuant to HSC section 1343.3(d).
- 1.4 Review quarterly reports submitted by the VEBA regarding complaints lodged by participating enrollees, pursuant to HSC section 1343.3(e). Analyze and provide summaries to the DMHC as part of the Contractor's regular reporting requirements.

Task 2 – VEBA Reporting

- 2.1 Assist with the development of the reporting template and methodology regarding any of the annual data required from the VEBA and its contracted providers. This template must collect the information in a manner consistent with Integrated Health Association's AMP program and the California Regional Health Care Cost and Quality Atlas.
- 2.2 As needed, assist the DMHC in creating reports that address the requirements of HSC section 1343.3. The report will summarize the analyses, assumptions on which the assessment is based, determinations of the impact on the community and associated calculations of valuation.
- 2.3 Submit electronically the following reports to the DMHC Contract Manager on due dates determined by the DMHC and the Contractor upon contract execution:
 - A monthly status report detailing the progress, the scope of services performed, professional standards and procedures used, and recommendations including, but not limited to:
 - a. A summary of the work completed during the reporting period, showing actual vs. planned.
 - b. Highlighted tasks that are behind schedule, adopted remediation plans and overall impact on the project.
 - c. The status of the overall engagement and all phases/projects, including discussion of risks, problems encountered, solutions and proposed solutions.
 - d. The tasks expected to be completed in the next reporting period.
 - e. Ad hoc reporting as required.
 - Biannual reports will be required every six months.
 - Final report will be due six months after the last biannual report. The Contractor shall submit one reproducible master and one copy of the final project report for review and acceptance.

- If requested, the Contractor shall participate in periodic briefings for DMHC Executive Management, as deemed appropriate by the DMHC.
- 2.4 Each report produced by the Contractor must be tested and remediated for document accessibility as outlined in Exhibit D – Special Terms and Conditions, Item 5.
- a. Perform a test of the accessibility of the documents using human testing, built-in accessibility tools, color contrast analyzer, Portable Document Format (PDF) Accessibility Checker and a screen reader.
 - b. All documents provided must be in the Microsoft Office and PDF accessible format.
 - c. Submit all tested documents to the DMHC for review and approval.
 - d. Make required changes to documents based upon DMHC's review.

Task 3 – Training of DMHC Staff

- 3.1 Provide training to the DMHC staff on the evaluation and analysis of the information provided by the VEBA and its contracting providers regarding comparative cost savings when compared to fee-for-service payment, performance measures for clinical patient outcomes and enrollee satisfaction. The Contractor shall ensure all DMHC staff are provided with background regarding the data standards currently used by Integrated Healthcare Association's AMP program and the California Regional Health Care Cost and Quality Atlas and able to review the VEBA's annual information in an effective and efficient manner.

Task 4 – Special Projects on VEBA Review Process and Analysis

- 4.1 As needed, assist the DMHC on special projects relative to VEBA analyses and determinations. This will enhance the efficiency of the VEBA review and provide for timely completion of the special project.
- 4.2 Assist with review of VEBA annual data and preparing legislative or other required reports.

B. CONTRACTOR'S RESPONSIBILITIES:

- 1. Provide a Project Manager who manages the Contractor project tasks, schedules and resources.
- 2. Designate a representative to work with the DMHC to obtain narrative to be used as alternate text for images, graphics, charts, tables and pictures.

3. The Contractor's Project Manager will provide written monthly status reports to the DMHC Contract Manager.

4. Complete all tasks and deliverables in accordance with this Scope of Work.

C. **DMHC'S RESPONSIBILITIES:**

1. Provide knowledgeable DMHC staff that will be available on a timely basis to respond to questions and work products.

2. Provide the Contractor with access to project-related information, and DMHC facilities, as needed.

3. Provide feedback on the Contractor's performance.

4. Assist the Contractor in obtaining access to the DMHC's SharePoint site and any other site needed for data review.

5. Schedule meetings and conference calls.

6. Review and accept all Contractor-produced reports.

7. Approve/reject invoices.

8. **ACCEPTANCE CRITERIA**

A. Upon completion of each report, the Contractor's Contract Manager and the DMHC Contract Manager or assigned Project Lead will schedule the review and approval of the report.

B. If a report is not accepted, the DMHC Contract Manager shall provide rejection rationale within 10 days of report review.

C. The Contractor understands that any State-requested revisions to any work products shall be incorporated by the Contractor within seven calendar days from the date in which the State provided its feedback unless a different timeframe is required and specified by the State.

D. Upon approval of a report, the Contractor may submit an invoice for work related to the report. The invoice will be signed by the DMHC Contract Manager or designer to confirm acceptance before invoices can be processed for payment.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. For services satisfactorily rendered, and upon receipt of detailed invoices, the State agrees to compensate the Contractor for actual authorized expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices shall be submitted not more frequently than monthly in arrears to:

Department of Managed Health Care
Accounting Office
980 9th Street, Suite 500
Sacramento, CA 95814
Accounting@dmhc.ca.gov

C. Invoices shall not be submitted prior to the start of the term date stated on the STD. 213.

D. Invoices shall contain the following information:

1. DMHC Agreement Number C26MC-0007;
2. Service period covered; and
3. Detailed description of task/deliverable provided. Each task or deliverable must be identified by date performed. In addition, and as applicable:
 - a. Identify specific deliverable, task or service outlined in Exhibit A – Scope of Work;
 - b. Number of hours billed for each activity based upon rounding to the nearest quarter hour increment;
 - c. Name of individual performing service and their hourly billing rate;

The DMHC reserves the right to return invoices that do not include this level of detail.

Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the DMHC.

All final invoices must be submitted within 30 days of contract completion or termination.

2. BUDGET CONTINGENCY CLAUSE

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

3. PROMPT PAYMENT CLAUSE

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

4. BUDGET

- A. The total amount for this agreement for duties specified under Exhibit A – Scope of Work shall not exceed **\$XX,XXX**. Exhibit B-1 – Price List outlines the Contractor's rates.
- A. Movement of funds between line items is permissible as long as it does not exceed the total budgeted amount and with written approval of the DMHC Contract Manager.

**EXHIBIT B-1
PRICE LIST**

Awarded Proposer's rates submitted on Attachment 14, Cost Proposal will be incorporated into Exhibit B-1.

SAMPLE

EXHIBIT C
GENERAL TERMS AND CONDITIONS

[General Terms and Conditions](#) are available on the DGS website and incorporated by reference.

SAMPLE

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. RESOLUTION OF DISPUTES

Notwithstanding the General Terms and Conditions (GTC 02/2025), and in compliance with Public Contract Code (PCC) 10381, the Department of Managed Health Care (DMHC) adds:

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

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

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

2. RIGHTS IN DATA

The Contractor agrees all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and authorize others to do so on its behalf. If any Deliverable Work set forth in the Scope of Work is copyrightable, the Contractor, through this Agreement transfers ownership of that

copyright to the State, and the State may, as an illustration but not a limitation, reproduce, publish and use such work, or any part thereof, and authorize others to do so (40 Code of Federal Regulations 31.34, 31.36). The State grants the Contractor a royalty-free, nonexclusive, nontransferable, irrevocable license to reproduce, publish and prepare derivative works of the copyrightable work for noncommercial research and noncommercial educational purposes.

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

3. CONTRACTOR'S RIGHTS AND OBLIGATIONS

PCC sections 10335-10381 contain language describing the Contractor's duties, obligations and rights under this Agreement. By signing this Agreement, the Contractor certifies it has been fully informed regarding these provisions of the PCC.

As required by PCC section 10371(e)(2), resumes attached hereto and by this reference are incorporated herein.

4. CONTRACTOR EVALUATION

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

5. DOCUMENT ACCESSIBILITY REQUIREMENTS

Documents provided by the Contractor to the DMHC must meet the requirements of section 508 of the United States Rehabilitation Act, Web Content Accessibility Guidelines 2.1 or a subsequent version published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria, and DMHC's accessible document standards as outlined below. Prior to submitting

document(s) to the DMHC, the Contractor shall perform a document accessibility test using human testing, built-in accessibility tools, color contrast analyzer, PDF Accessibility Checker and a screen reader, and remediate any problems identified with accessibility prior to submission to the DMHC. The following outlines DMHC standards for creating accessible documents:

- a. Font style: Arial
- b. Font size: 12-point or larger
- c. Color is appropriately used
- d. Do not use color alone to convey meaning; for example, using red text for required form fields and black text for optional form fields.
- e. Text color and background color must have a sufficiently high level of contrast. Black text on a white background should be used whenever possible. Other colors may be used if they provide a contrast ratio between text and background of at least 4.5:1 for font sizes up to 17-point, and 3:1 for font sizes 18-point and larger. This contrast ratio also applies to the text and background of an image/picture of text. Color contrast ratios can be verified using the Colour Contrast Analyser. Logos are exempt from this rule.
- f. Alternative text (used to describe images in a document) is identifiable to a screen reader and provides accurate descriptions of images. For example, a picture of the Park Tower building may use alternative text, "photograph of DMHC Headquarters building". Descriptive alternative text must be included for all visual elements to convey relevant information in a document, including pictures or images of text.
- g. Heading structure: all documents must include at least one heading style. The first heading style in a document must be "Heading 1". Subsequent headings must follow a logical, sequential order using the application's Header tools.
- h. Meaningful hyperlinks: hyperlink text is meaningful when it provides enough information to describe where the hyperlink leads the reader. For example, instead of "for more information click here", use "for more information, review the Timely Access to Care Fact Sheet".
- i. Identify header rows in all data tables by using the header creation tools within the application. In addition, whenever possible, data tables should be simple layouts using only one header row.
- j. Logical reading order is confirmed by checking with the NonVisual Desktop Access (NVDA) Screen Reader. Visual objects must also be aligned ("in line") with accompanying text. NVDA, at a minimum, should be used to test logical reading order on DMHC documents (such as those containing sidebars, footnotes and charts/graphs) that may be prone to logical reading order issues.

6. LICENSES AND PERMITS

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

A contractor located within the state of California must submit a business license from the city/county in which it is headquartered, upon DMHC request. However, a corporation may submit a copy of its incorporation documents/letter from the Secretary of State, upon DMHC request. A contractor outside the state of California must submit, upon request, a copy of its business license or incorporation papers for the contractor's respective state showing the company is in good standing in that state.

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

7. INSURANCE REQUIREMENTS

When the Contractor submits a signed Agreement to the State, if the DMHC requests, the Contractor shall furnish a certificate of liability insurance presently in effect of not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined.

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

- a. The insurer will not cancel insured's coverage without 30 days prior written notice to the State.
- b. The State of California, its officers, agents, employees and servants are included as additional insureds, but only insofar as operations under this Agreement are concerned.
- c. The State will not be responsible for any premiums or assessments on the policy. The Contractor agrees the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. If said insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide, at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or a period of not less than one year. New certificates or insurance are subject to the approval of the DGS and the Contractor agrees no work or services shall be performed prior to the giving of such approval. If the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

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

Automobile Liability

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

Commercial General Liability

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

Workers' Compensation

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

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

8. TERMINATION WITHOUT CAUSE

Notwithstanding the General Terms and Conditions termination clause, DMHC adds the following:

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

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

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

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

In the event of termination, final payment may include reasonable compensation for satisfactory services rendered, materials supplied, and expenses incurred, if any, pursuant to this Agreement and prior to the effective date of termination.

9. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE

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

10. ADMINISTRATIVE REQUIREMENTS

The following administrative requirements are a prerequisite for conducting work under this Agreement and must be completed before performing services under this Agreement. The Contractor is responsible and cannot bill the DMHC for any time, costs or expenses to complete these items.

a. Information Security, Integrity and Confidentiality Statement

Complete Exhibit E-I for Contractor Authorized Representative and Exhibit E-II for project employees, agents or sub-contractors, which certify the Contractor and the Contractor's staff understand and agree to comply with the DMHC's Information Security and Confidentiality Statement. Email the completed forms to backgroundcheckbmu@dmhc.ca.gov and the assigned DMHC Contract Manager.

b. Annual Information Security Awareness and Privacy Training

California state policy requires the DMHC provide for the proper use and protection of its information assets and arrange for basic security and privacy awareness training (State Administrative Manual sections 5305.1; 5320.1; 5320.2, Statewide Information Management Manual 5330-B) for **new users and annually** thereafter. Therefore, DMHC contractors (including subcontractors) who access state resources must complete the designated DMHC online annual Information Security Awareness and Privacy Training prior to accessing DMHC information assets and/or beginning work on a contract. The DMHC Information Security Officer will set up your training account. While the training course is free-of-charge, any expenses, including Contractor time, related to Information Security Awareness and Privacy Training will be the responsibility of the Contractor. Active contractors/subcontractors must provide a list of their employees' names and email addresses annually to the DMHC Information Security Officer to administer training.

To request and complete the Information Security Awareness and Privacy Training:

1. Email the information listed below to the assigned DMHC Contract Manager. In the subject line, list the contract number and "Security Awareness Training information request":
 - Contractor Name
 - The DMHC office the individual will be working for
 - The name, email address, phone number and working relationship (e.g. employee/agent/contracted consultant/subcontractor) of each individual to the Contractor.
 - Requester's contact email address and phone number
2. Upon receiving this information, the DMHC Contract Manager will assist in setting up the training account. A welcome email will be generated from the training site to provide login information. Contact the DMHC Contract Manager with questions regarding this requirement. Contact the DMHC IT Help Desk at 833-684-4357 for issues accessing the training.
3. Email to backgroundcheckbmu@dmhc.ca.gov and the DMHC Contract Manager the completed training certification.

c. Statement of Economic Interests (Form 700)

The California Political Reform Act requires individuals holding positions designated within an agency's conflict of interest code to file an annual Statement

of Economic Interests (Form 700). The DMHC's conflict of interest code designates "Consultants" among the positions that must file a Form 700. Employees or independent contractors, working on this Agreement have been designated as such consultants and are required to file an original Form 700 with the DMHC. (See Government Code sections 82019 and 87302.)

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

The Contractor shall abide by the provisions of Government Code sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., PCC sections 10335 et seq. and 10410 et seq., California Code of Regulations, Title 2, section 18700 et seq., and the DMHC Incompatible Activities Policy.

Each of the Contractor's employees assigned to the DMHC project shall file a Statement of Economic Interests, Fair Political Practices Commission Form 700:

1. An Assuming Office filing within 30 days of commencing services under the Agreement,
2. Annual filing every year by April 1 during the life of the Agreement, and
3. Leaving Office filing within 30 days after the expiration of the Agreement.

The Contractor shall have a continuing duty to disclose fully and timely to the DMHC, in writing:

- All interests and activities that create an actual or potential conflict of interest in performance of the Agreement.
- Any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice versa; changes in company ownership; dissolution of the business; change of the name of the business; filing in bankruptcy; revocation of corporate status by the Secretary of State; and other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any disclosure duties, such action(s) by the Contractor shall render this Agreement void.

The following must be completed to ensure the DMHC receives Form 700 from all contracted consultants working on this Agreement.

1. Contractor shall email, sufficiently in advance of the annual filing April 1 due date, to backgroundcheckbmu@dmhc.ca.gov and the DMHC Contract Manager, a list of all the project personnel, including all employees and contracted consultants, working on this Agreement.
 2. Provide all project personnel working on this contract with [Form 700 Statement of Economic Interest and Reference Pamphlet](#).
 3. Additionally, submit the following information for each individual preparing to start or end work on this Agreement to backgroundcheckbmu@dmhc.ca.gov:
 - a. Individual's Full Name
 - b. Work and Alternate Email Addresses
 - c. Contractor Name
 - d. Agreement Number
 - e. Filing Type - Assuming, Leaving or Annual
 - f. Individual's start or end date working on this Agreement (not required for Annual filings)
 4. Filers will be emailed a link to complete electronic Form 700 filing. Email to backgroundcheckbmu@dmhc.ca.gov questions or issues related electronic filing. Email to Form700@dmhc.ca.gov questions related to completing or disclosure requirements for Form 700.
- d. Conflict of Interest
- Government Code sections 11146 through 11146.4 requires all officials, employees and contracted consultants designated to file a Form 700 to also complete an Ethics Certification when first assuming a designated position and then every odd numbered year thereafter. If consultants assumed their designated position during an even numbered year, they are required to complete the Ethics Certification two years in a row.
- To ensure each contracted consultant working on this Agreement complete the required ethics training and the DMHC receives an original Ethics Certification at the end of the training, the Contractor must:
1. Direct all contracted consultants to the [DOJ Office of Attorney General Ethics Training Course](#) to complete the required training.
 2. Upon completion of the training, email signed copies of the Ethics Certification to backgroundcheckbmu@dmhc.ca.gov and the assigned DMHC Contract Manager.

11. PROHIBITION OF FOLLOW-ON CONTRACTS

No Contractor or subsidiary thereof who has been awarded a consulting services contract may submit a bid, nor be awarded a contract, for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the consulting services contract. (PCC 10365.5)

12. POTENTIAL SUBCONTRACTORS

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

13. APPROVAL OF SUBCONTRACTS

The Contractor shall adhere to the rules governing subcontracting as set forth in the subcontracting Fair Practices Act, commencing with PCC section 4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action. All subcontractors and any substitutions must be in accordance with the above and approved by the DMHC Contract Manager. Said changes shall not require an amendment to this Agreement.

14. SUBSTITUTION OF SUBCONTRACTORS/STAFFING

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

15. APPROVAL OF STAFF ADDITIONS/CHANGES/SUBSTITUTIONS

The DMHC Contract Manager must be notified in writing of any proposed staff additions, changes or substitutions. The proposed staff member's qualifications, expertise and experience will be evaluated in accordance with the requirements of the original solicitation and/or Agreement and all staff changes must be approved by the

DMHC Contract Manager. The new staff member must complete any applicable administrative requirements for this Agreement, as specified, prior to and/or within 30 days of commencing work on the Agreement. Said changes shall not require an amendment to this Agreement.

16. FORCE MAJEURE

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

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

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

17. PROGRESS REPORTS

The Contractor shall submit progress reports to the DMHC Contract Manager as required, describing work performed, status and progress, difficulties encountered, remedial action and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. To be reimbursed, the Contractor shall send to a designated address an invoice with Contract Number and all costs and charges.

18. WAIVER OF RIGHTS

Any action, inaction by or the failure of the State on any occasion to enforce any right or provision of the contract shall not be construed to be a waiver by the State of its rights hereunder and prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and in addition to any other rights or remedies the State may have at law or in equity.

19. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a

target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. EXECUTIVE ORDER N-12-23 – GENERATIVE ARTIFICIAL INTELLIGENCE

The State of California seeks to realize the potential benefits of Generative Artificial Intelligence (GenAI) through the development and deployment of GenAI tools while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual section 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “GenAI” as an artificial intelligence system that can generate derived synthetic content, including text, images, video and audio that emulates the structure and characteristics of the system’s training data.

21. AMENDMENTS

The DMHC reserves the right to amend the Agreement for up to an additional one year at the same rates and maximum dollar amount per year as the original Agreement and/or to increase funding for additional Voluntary Employees' Beneficiary Association or Trust Fund consulting services. All Agreement amendments are subject to satisfactory performance, funding availability and may require approval from DGS. Agreement amendments will not take effect until the Contractor has received a copy of the final contract document signed and executed by the DMHC and DGS, if applicable.

22. NON-ELIGIBLE ALIEN CERTIFICATION

An alien who is not: (1) a qualified alien; (2) a nonimmigrant under the Immigration and Nationality Act; or (3) an alien who is paroled into the U.S. for less than one year, is not eligible for any State or local public benefit. The term "State or local public benefit" means any grant, contract, loan, professional license or commercial license provided by an agency of a State or local government or by appropriated funds of a State or local government. By signing this Agreement the Contractor certifies under penalty of perjury under the laws of the State of California he or she is not a non-eligible alien.

EXHIBIT E

INFORMATION SECURITY, INTEGRITY AND CONFIDENTIALITY

Where access to personal^[1], confidential^[2] and/or sensitive^[3] information assets^[4] (hereafter, collectively referred to as "Confidential Information" is required in the performance of this Agreement for the Department of Managed Health Care (Department); or access to such information is not required but physical access to facilities or computer systems is required and such access presents the potential for incidental access and/or inadvertent disclosure of such information, Contractor agrees to the following:

1. General Confidentiality of Data Provision: Contractor shall protect all Confidential Information from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement. No reports, information, discoveries or data obtained, assembled or developed by Contractor in the performance of this Agreement may be released, published or made available to any individual or entity without prior written approval from the Department. Contractor shall retain as confidential all work performed under this Agreement, recommendations and/or reports made to the Department and all discussions between Contractor and Department staff, including all communications, whether oral, written or electronic. The Department may deem non-confidential all or part of the work or other information referenced in this Paragraph without prior permission of Contractor.

^[1] Information maintained by state agencies that identifies or describes an individual, including but not limited to, name, social security number, physical description, home address, home telephone number, education, financial matters and medical or employment history. It includes statements made by, or attributed to, the individual. (See [Civil Code Section 1798.3](#))

^[2] Information maintained by state agencies exempt from disclosure under the provisions of the California Public Records Act ([Government Code 7921.000 - 7921.1710](#)) or has restrictions on disclosure in accordance with other applicable state or federal laws. (See [SIMM 5305-A](#).)

^[3] Information maintained by state agencies that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss or deletion. Sensitive information may be either public or confidential. It is information that requires a higher than normal assurance of accuracy and completeness. Thus the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of state entity financial transactions and regulatory actions. (See [SIMM 5305-A](#)).

^[4] The state's information assets, including and electronic records, automated files and databases are essential public resources that must be given appropriate protection from unauthorized use, access, disclosure, modification, loss or deletion (See [SIMM 5305-A](#).)

2. Contractor warrants and certifies that in the performance of this Agreement it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision, including but not limited to information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code Section 1798 et. seq.).
3. Contractor shall not, except as authorized or required by his or her duties by law, reveal or divulge to any person or entity any of the Confidential Information concerning the Department and its affiliates which becomes known to him or her during the execution of this Agreement.
4. Contractor shall keep confidential all Confidential Information entrusted to him or her and shall not use or attempt to use any such Confidential Information in any manner which may injure or cause loss, either directly or indirectly, to the Department.
5. Contractor shall comply, and shall cause its agents, subcontractors and individual employees to comply, with such directions as the Department shall make to ensure the safeguarding or confidentiality of all its resources.

The Department reserves the right to require that, prior to commencing work on this contract, Contractor, its agents, subcontractors and individual employees who will be involved in the performance of this Agreement, sign an information security and confidentiality statement, in a form to be provided by the Department. In such cases, Contractor shall attest that its agents, subcontractors and individual employees who will be involved in the performance of this Agreement sign an information security and confidentiality statement, in a form to be provided by the Department, corroborating they are bound by terms of a confidentiality agreement with Contractor similar in nature to this statement.

6. Contractor shall immediately notify the Department when it discovers there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this Paragraph, immediately is defined as within two hours of discovery. The Department contact for such notification is as follows:

Information Security Officer
Department of Managed Health Care
980 9th Street, Suite 500
Sacramento, CA 95814
916-323-7908
iso@dmhc.ca.gov

Contractor shall also furnish written notification of the discovery, including a description of the nature of the breach or potential breach in security, in a form to be provided by the Department, to the Department contact within 48 hours of Contractor's discovery.

7. Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) that Contractor will use in the performance of this Agreement. This includes ensuring all security patches, upgrades and anti-virus updates are applied appropriately to secure data that may be used, transmitted or stored on such systems in the performance of this Agreement.
8. Whenever Contractor utilizes non-State issued equipment in the performance of this Agreement, Contractor agrees, in addition to Paragraphs 1 through 8 above, to abide by the requirement of State Administrative Manual [Section 5305.8](#).
9. The Department as the data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The Contractor shall cooperate fully in such investigations.
10. Contractor shall be responsible for all costs incurred by the Department due to security incidents resulting from the Contractor's failure to perform or negligent acts of its personnel and resulting in an unauthorized disclosure, release, access, review or destruction; or loss, theft or misuse of an information asset. If the Contractor experiences a loss or breach of data, the Contractor shall immediately report the loss or breach to the Department. If the Department determines that notice to the individuals whose data has been lost or breached is appropriate, the Contractor will bear any and all costs associated with the notice or any mitigation selected by the Department. These costs include, but are not limited to, staff time, material costs, postage, media announcements and other identifiable costs associated with the breach or loss of data.
11. Contractor shall immediately work cooperatively with the Department to respond timely and correctly to Public Records Act requests. "Public Records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by the Department. A "writing" means any handwriting, typewriting, printing, transmitting by email or facsimile and every other means of recording upon any tangible thing any form of communication or presentation, and any record created, regardless of the manner in which the record is stored. (See [Government Code 7921.000 - 7921.1710](#).)
12. All materials provided for this Project, except where explicitly stated, will be promptly returned or destroyed, as instructed by an authorized Department representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction which documents the destruction procedures must be sent to the contract monitor at the Department before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five calendar days immediately following either the end of the contract period or the final payment, as determined by the Department.

EXHIBIT E-I
INFORMATION SECURITY AND CONFIDENTIALITY STATEMENT
For Contractors

Contractor understands that, while performing its duties under Agreement number C26MC-0007 with the California Department of Managed Health Care (Department), Contractor may have access to personal¹, confidential² and/or sensitive³ information assets⁴ as well as documents. Contractor agrees to protect these assets and documents from unauthorized (accidental or intentional) access, modification, destruction or disclosure. Moreover, Contractor agrees to safeguard the integrity of the Department's information assets and documents and preserve them for their intended purpose, including the availability, accuracy and completeness of information systems and the data maintained within those systems.

Special precautions are necessary to protect the Department's information assets. As such, **Contractor agrees to comply with all State and Federal law and policy regarding use of information assets and agrees to:**

- Access and use information assets only for performing duties pursuant to Agreement number C26MC-0007 with the Department;
- Install and maintain encryption technology for all personal, sensitive, or confidential information that is stored on portable electronic storage media (including, but not limited to, compact discs and thumb drives) and on portable computing devices (including, but not limited to, handheld devices, laptop and notebook computers) following the Federal Information Processing Standards (FIPS 140-2);
- Store and transmit information assets in accordance with the Department's information security practices, including but not limited to, using encryption technology;
- Maintain security patches and upgrades, and keep virus software up-to-date on all systems on which the information assets may be used;
- Set the lock computer feature on personal laptops or computers to automatically engage after no more than 15 minutes of keyboard and/or mouse inactivity;
- Never access information assets for illegal use, personal interest or advantage;
- Never show, disclose or discuss information assets to or with unauthorized persons;
- Never remove information assets from any Department-controlled work area without authorization; and
- Notify the Department contact under this Agreement immediately if Contractor discovers there may have been a breach in security involving these information assets.

Contractor and its agents and subcontractors understand that its activities involving the Department's information assets may be monitored and personal equipment used may be randomly audited for security compliance at the Department's discretion. Contractor gives express consent to such monitoring and auditing. Contractor certifies it has read, understands and will comply with this Information Security and Confidentiality Statement.

(Contractor) _____
 Print Name Signature Title
 By: _____

 Date

- 1 Information maintained by state agencies that identifies or describes an individual, including, but not limited to, name, social security number, physical description, home address, home telephone number, education, financial matters and medical or employment history. It includes statements made by, or attributed to, the individual (See [Civil Code Section 1798.3](#).)
- 2 Information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act ([Government Code 7921.000 - 7921.710](#)) or has restrictions on disclosure in accordance with other applicable state or federal laws. (See [SIMM 5305-A](#).)
- 3 Information maintained by state agencies that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss or deletion. Sensitive information may be either public or confidential. It is information that requires a higher than normal assurance of accuracy and completeness. Thus the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of state entity financial transactions and regulatory actions. (See [SIMM 5305-A](#).)
- 4 The state's information assets, including paper and electronic records, automated files and databases are essential public resources that must be given appropriate protection from unauthorized use, access, disclosure, modification, loss or deletion (See [SIMM 5305-A](#).)

EXHIBIT E-II
INFORMATION SECURITY AND CONFIDENTIALITY STATEMENT
For Employees, Agents, and Subcontractors

As an employee, agent or subcontractor of _____ I understand that while performing my duties under Agreement number C26MC-0007 with the California Department of Managed Health Care (Department) I may have access to personal¹, confidential² and/or sensitive³ information assets⁴ as well as documents. I agree to protect these assets and documents from unauthorized (accidental or intentional) access, modification, destruction or disclosure. Moreover, I agree to safeguard the integrity of the Department's information assets and documents and preserve them for their intended purpose, including the availability, accuracy and completeness of information systems and the data maintained within those systems.

Special precautions are necessary to protect the Department's information assets. As such, ***I agree to comply with all State and Federal law and policy regarding use of information assets and agree to:***

- Access and use information assets only for performing duties pursuant to Agreement number C26MC-0007 with the Department; and
- Ensure encryption technology has been installed and is maintained for all personal, sensitive or confidential information that is stored on portable electronic storage media

¹ Information maintained by state agencies that identifies or describes an individual, including, but not limited to, name, social security number, physical description, home address, home telephone number, education, financial matters and medical or employment history. It includes statements made by, or attributed to, the individual. (See [Civil Code Section 1798.3](#).)

² Information exempt from disclosure under the provisions of the California Public Records Act ([Government Code 7921.000 - 7921.710](#)) or has restrictions on disclosure in accordance with other applicable state or federal laws. (See [SIMM 5305-A](#).)

³ Information maintained by state agencies that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss or deletion. Sensitive information may be either public or confidential. It is information that requires a higher than normal assurance of accuracy and completeness. Thus the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of state entity financial transactions and regulatory actions. (See [SIMM 5305-A](#).)

⁴ The state's information assets, including paper and electronic records, automated files and databases are essential public resources that must be given appropriate protection from unauthorized use, access, disclosure, modification, loss or deletion (See [SIMM 5305-A](#).)

(including but not limited to CDs, DVDs, thumb drives) and on portable computing devices (including but not limited to handheld devices, laptops and notebook computers) following the Federal Information Processing Standards (FIPS 140-2).

- Store and transmit information assets in accordance with the Department's information security practices, including but not limited to using encryption technology;
- Maintain security patches and upgrades, and keep virus software up-to-date on all systems on which the information assets may be used;
- Set the lock computer feature on personal laptops or PCs to automatically engage after no more than 15 minutes of keyboard and/or mouse inactivity;
- Never access information assets for illegal use, personal interest or advantage;
- Never show, disclose or discuss information assets to or with unauthorized persons;
- Never remove information assets from any Department-controlled work area without authorization; and
- Notify my supervisor/manager under this Agreement immediately if I discover there may have been a breach in security involving these information assets.

I understand my activities involving the Department's information assets may be monitored and my personal equipment may be randomly audited for security compliance at the Department's discretion. I give express consent to such monitoring and auditing. I certify I have read, understand and will comply with this Information Security and Confidentiality Statement.

Print Full Name

Signature

Date

EXHIBIT E-III

INFORMATION SECURITY INCIDENT REPORT FOR CONTRACTORS

Contractor must follow a prescribed process when an information security incident occurs. Contractor must notify the Department of Managed Health Care's (DMHC) Information Security Officer (ISO) immediately upon discovery of an incident. The prescribed process includes the following steps:

1. Immediately call the DMHC ISO at 916-323-7908 to report the incident

Leave a message if the DMHC ISO is not available, including your contact information. You will receive a call back within 24 hours of your call.

2. Guidance for reporting the incident

- Name and address of the reporting entity.
- Name, address, email address and phone number(s) of the reporting person.
- Name, address, email address and phone number(s) of the alternate contact.
- Description of the incident.
- Date and time the incident occurred.
- Date and time the incident was discovered.
- Make / model of the affected computer(s).
- Internet Protocol address of the affected computers(s).
- Assigned name of the affected computers(s).
- Operating system of the affected computers(s).
- Location of the affected computers(s).
- Actions taken at and following the time of discovery prior to calling the DMHC ISO.

IMPORTANT: Reporting must NOT be delayed until all of the information is gathered. It is understood that in some circumstances this information may not be readily available. Therefore, the reporting entity must make the report to the DMHC ISO immediately and provide as much information as possible at time of incident discovery.

3. Personally Identifiable Information (PII)

Contractor is required to report whether the incident involves personally identifiable information, including, but not limited to, breach notice-triggering personal information as defined in California Civil Code Section 1798.29. **Note: this section now includes categories of medical and health information.**

4. Written Report

The Information Security Incident Report for Contractors must be completed and forwarded to the Office of Technology and Innovation - Security Management Division within 48 hours following Contractor's discovery of the incident. The completed Incident Report must be signed by the appropriate Contractor staff authorized to sign on behalf of the Contractor.

The Incident Report must be mailed to the address listed on the report. An electronic version of the Incident Report, in lieu of a hard copy, may be made available at the discretion of the DMHC ISO.

Contractor
Name:
Address:

Contract
No.:

Phone
Number:

Email:

A. Date the DMHC ISO was notified:

B. Incident Details:

1. Date incident occurred:

☐ Unknown

2. Date incident detected:

☐ Unknown

3. Incident location:

4. General description:

5. Media/Device type, if applicable:

a) Was the portable storage device encrypted? ☐ Yes ☐ No

If NO, explain:

6. Incidents involving personally identifiable information:

a) Was personally identifiable information involved? ☐ Yes ☐ No (If No, go to Part C)

Type of personally identifiable information (Check all that apply):

- | | |
|---|--|
| ☐ Name | ☐ Health or Medical Information |
| ☐ Social Security Number | ☐ Financial Account Number |
| ☐ Driver's License/State ID Number | ☐ Other (Specify) |

b) Number of individuals affected: _____

C. Corrective Actions Planned/Taken to Prevent Future Occurrences:

1. Date corrective actions will be fully implemented: _____

D. Signature (Authorized Contractor Staff): _____

Print Name

Signature

Date

Incident report must be mailed to:

Department of Managed Health Care
Office of Technology and Innovation, Security Management Division
Attention: Information Security Officer
980 9th Street, Suite 500
Sacramento, CA 95814

Note: An electronic version of the Incident Report, in lieu of a hard copy, may be made available at the discretion of the DMHC ISO.

The information contained in this document is confidential and should be maintained and safeguarded as confidential information.

Instructions

Contractor Name – Provide your company's name.

Contract Number - Provide DMHC Contract number involved.

Address – Provide your company's address, phone number and email address.

A. Date of notification by phone to the DMHC ISO at **916-323-7908**. Notification to other DMHC staff by email or any other method is NOT a substitute for the required DMHC ISO notification.

B. Incident Details - Provide the date the incident occurred and the date the incident was discovered, if known. In the general description field, provide an overview of the incident with enough details so that the incident can be easily understood. Do not include any personally identifiable information (such as social security numbers, home addresses, etc.). Your report should include the following information, as applicable:

1. Date incident occurred.

2. Date incident discovered.

3. Incident location – Provide the location where the incident occurred. For example, if a laptop was stolen from an employee's home, suggested content might be, "Employee's Home, Roseville, CA" or, if the incident occurred at the contractor's office, suggested content might be, "Contractor's Headquarters, 123 Any Street, Sacramento, CA"

4. General description – include the following in the description:

- When the incident occurred and how it was discovered.
- The number of people affected by this incident.
- The details of any law enforcement investigation of this incident, such as, which agency investigated, when, and the report number.
- Any personal, confidential, or sensitive information involved.

5. Media/Device type, if applicable – Provide the type of media or device involved in the incident, such as paper (fax, mail, etc.) or electronic (compact disc, floppy drive, laptop, personal digital assistant, email, thumb drive, etc.).

a) Was the portable storage device encrypted? – Check appropriate box. If NO, describe why the storage device was not encrypted.

6. Incidents involving personally identifiable information:

a) Was personally identifiable information involved? – Check appropriate boxes.

b) Number of individuals affected – Identify the number of individuals whose personally identifiable information was breached.

C. Corrective Actions Planned/Taken to Prevent Future Occurrences – Provide a detailed description of the corrective actions taken, or planned to be taken, by your company to prevent future occurrences of a similar incident.

- 1. Date corrective actions will be fully implemented** – Provide a date when the corrective actions were, or will be, fully implemented.

D. Signatures – Authorized Contractor representative must sign this report.

Mail the completed Incident Report, without these instructions, to:

Department of Managed Health Care
OTI - Security Management Division
Attention: Information Security Officer
980 9th Street, Suite 500
Sacramento, CA 95814

Note: An electronic version of the Incident Report, in lieu of a hard copy, may be made available at the discretion of the DMHC ISO.

**EXHIBIT F
RESUMES**

Awarded Proposer's personnel resumes submitted per Section E.5, Resumes will be incorporated into Exhibit F.

SAMPLE