

**MONDAY, JULY 14, 2025  
REQUEST FOR PROPOSAL  
CALHR EMPLOYEE ASSISTANCE PROGRAM  
RFP 26-500-01**

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***CalHR Benefits Employee Assistance Program***

The State of California, Department of Human Resources (CalHR) invites you to review and respond to this Request for Proposal (RFP), titled CalHR Employee Assistance Program (EAP) RFP 26-500-01. The anticipated term of this contract is three years, beginning July 1, 2026. **In submitting your proposal, you must comply with these instructions.**

Note that all contracts with CalHR, incorporate, by reference, the state's General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at the Department of General Services websites:

<https://www.dgs.ca.gov/OLS/Resources>

The CCC package contains clauses and conditions that may apply to your contract and to anyone doing business with CalHR. The certification will be kept on file in a central location and must be renewed every three years or updated as changes occur.

If your organization intends to bid on this RFP, submit your intent to bid no later than **4:00 p.m.** Pacific Standard Time (PST) on **Friday July 18, 2025** with the subject line "CalHR EAP RFP 26-500-01 – <bidder name> Intent to Bid" with confirmation of your intent, and your organization's name to: [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com).

In CalHR's opinion, this RFP is complete and without need of explanation. However, if you have questions or need clarifying information, submit your question(s) no later than **4:00 p.m.** Pacific Standard Time (PST) on **Friday July 18, 2025**, in accordance with the RFP instructions to: [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com), and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com).

**Proposal Timeline:**

RFP available to prospective bidders on	July 14, 2025
Intent to bid must be submitted to Mercer by	July 18, 2025, by 4:00 p.m. (PST)
<b>Note: It is required for bidders to state their intent to bid in order to be considered in the evaluation process</b>	
Bidder questions must be submitted to Mercer by	July 18, 2025, by 4:00 p.m. (PST)
Answers to bidder questions will be disseminated by	July 25, 2025, by 4:00 p.m. (PST)
Proposals must be received to Mercer by	August 4, 2025, by 4:00 p.m. (PST)
Anticipated date of interviews in Sacramento (optional at CalHR's discretion)	Week of October 6-10, 2025
Anticipated intent to award notification	November 4, 2025
<b>Anticipated last day to protest the award</b>	<b>November 12, 2025</b>
Anticipated award of the contract	November 13, 2025
<b>Anticipated contract start date</b>	<b>July 1, 2026</b>

Completed proposals must be received by electronic submission no later than **4:00 p.m. PST on Monday, August 4, 2025.**

Please send documents asked in the RFP to Mercer referenced below. Additionally, if you experience technical difficulties contact:

**CalHR EAP RFP 26-500-01**

[Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com).

Note that no verbal information given is binding upon CalHR unless such information is issued in writing as an official RFP addendum.

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July 14, 2025

To Whom It May Concern,

This letter authorizes Mercer, CA Insurance License # 0E75483 to act on behalf of the State of California, Department of Human Resources as its representative in conducting a Request for Proposal (RFP) for the Employee Assistance Program. This program is provided to active state employees, spouses/domestic partners and eligible dependents.

Please cooperate and provide Mercer with any and all information they may require to complete this RFP process. All questions or concerns related to this process should be directed to Mercer at [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com).

Sincerely,



Nicole Griffith, Chief

Benefits Division

## 1. **PURPOSE AND DESCRIPTION OF SERVICES**

The State of California, Department of Human Resources (CalHR) is releasing this Request for Proposal (RFP) to obtain bids for a comprehensive Employee Assistance Program (hereinafter referred to as “EAP”).

Bidders should understand that, due to collective bargaining, any modification to the current benefits structure must be approved by CalHR, and it is the intent that the current level of EAP coverage will not be reduced.

As an agent of the taxpayers of California, the state feels a strong responsibility for making prudent purchases of all services, including the benefits of employees of the state.

### A. Background

CalHR serves as the central human resources authority for the state of California, overseeing policies and programs that impact an estimated 245,000 eligible employees in 148 departments, agencies and boards. Unlike a singular employer, the State operates as a group of diverse entities, each with unique missions and workforce needs. CalHR’s role is to establish cohesive policies and provide strategic guidance that ensures consistency and equity across this landscape.

CalHR provides EAP services through a statewide agreement to state employees, spouses/domestic partners and eligible dependents. State departments that wish to contract for EAP services may obtain those services through a CalHR-sponsored statewide agreement. For departments participating in the statewide agreement there are two aspects of EAP services. The first covers basic EAP benefits provided to employees, spouse/domestic partners and their dependents. The second covers the Fee-for- Services portion for services that are not covered by the statewide agreement and are department specific such as critical incident stress debriefings, specialized orientations, training services, etc.

To effectively administer the EAP, the CalHR Benefits Division supports departmental EAP Coordinators. Those Coordinators, in turn, support employees in understanding and accessing the EAP. This means the selected bidder may interface with 148 EAP Coordinators who need support to serve their department's employees.

CalHR will award a three-year contract, with the option of two one-year extensions. Since the program could potentially run for up to five years, the EAP website and mobile app content must be visually refreshed and updated, as determined jointly by CalHR and the contractor (e.g., new graphics, content and educational resources).

### B. Scope of Services

The contractor will provide holistic EAP services that encompass the five elements of wellbeing: career, physical, social, financial, and community, as well as mental well-being. Examples include but are not limited to, digital emotional wellness tools, mindfulness and resiliency activities, stress management tools, legal services, financial

wellbeing services, wellbeing coaching, appointment assistance, in-person and virtual counseling, work-life services (elder care, childcare, referral services), identity theft resolution, community resources, and discount centers.

The EAP will provide the EAP Coordinators resources, tools, and structure to support their departments, and deliver CalHR data and analytics to monitor program effectiveness.

The state employs approximately 245,000 employees, of which 57,000 are in First Responder roles. Because these employees and their families may have unique experiences and needs that differ from the general employee population, the ideal bidder has top-tier offerings for both the First Responder group and the general employee group. We understand that a specialized EAP vendor for First Responders may not excel in serving the general population. **While the ideal bidder will provide best-in-class solutions for both groups, if such a vendor is not found, the state will consider two separate bidders. Therefore, the EAP technical questionnaire consists of one set of core EAP questions and another set of supplemental questions that focus on how your solution addresses the needs of the First Responder group.**

The contractor should, among other things:

- 1) Provide access to licensed, master's level mental health clinicians through a state-owned, toll-free number, available 24 hours a day, 7 days a week, including holidays.
- 2) Provide holistic EAP services that encompass the five elements of wellbeing: career, physical, social, financial, and community, as well as mental wellbeing. Examples include but are not limited to, digital emotional wellness tools, mindfulness and resiliency activities, stress management tools, legal services, financial wellbeing services, wellbeing coaching, appointment assistance, in-person and virtual counseling, work-life services (elder care, childcare, referral services), identity theft resolution, community resources, and discount centers.
- 3) Provide short-term counseling services consisting of three levels:
  - Level 1 employees: ~57,000 First Responders who meet the below criteria, who are eligible for up to twenty-eight (28) counseling sessions per member, per year with culturally competent counselors who specialize in supporting First Responders and their families. The EAP benefit extends to employees, spouses or domestic partners, and eligible dependents.
    - Bargaining Units 5 and 7 employees and all exempt, managerial, supervisory, and confidential employees of the California Highway Patrol.
    - Bargaining Unit 7 employees (R07), managers (M07), supervisors (S07), and confidential employees (C07) in any other department.
    - Bargaining Unit 6 employees (R06), managers (M06), supervisors (S06), and confidential employees (C06).

- Bargaining Unit 8 employees (R08), managers (M08), supervisors (S08), and confidential employees (C08) including seasonal and intermittent firefighters.
  - Level 2 employees: ~33,000 employees in support roles at CalFire, California Highway Patrol (CHP) and California Department of Corrections and Rehabilitation (CDCR), who are eligible for up to twelve (12) counseling sessions per member, per year. The EAP benefit extends to employees, employee's spouse or domestic partner, and eligible dependents.
  - Level 3 employees: ~153,000 employees in other roles who are eligible for up to three (3) counseling sessions per member, per year. Benefit extends to employees, employee's spouse or domestic partner, and eligible dependents.
- 4) Assign an Account Executive based in California who is 100% dedicated to CalHR and available to support all state departments. This individual will be readily available for in-person meetings, including an annual Stewardship meeting at CalHR, and will actively support health fairs and other outreach events as requested throughout the state of California.
  - 5) Provide organizational support including but not limited to Supervisor/Manager Orientation and Training, Supervisor/Manager Consultation, Formal Referrals (referral by HR, but participation is voluntary), Employee Orientation and Training, Critical Incident Support and reporting.
  - 6) Demonstrate expertise and experience in supporting First Responders and their families.
  - 7) Provide and implement a marketing and implementation plan that is inclusive of all ability levels and is American with Disabilities Act (ADA) compliant.
  - 8) Assist CalHR to define elements and provide any data to determine effectiveness.
  - 9) Develop and administer pre- and post-intervention surveys/clinical outcome measures.
  - 10) Increase employee participation and program engagement.
  - 11) Offer a diverse and experienced provider network that allows members to select from qualified, culturally competent EAP service providers based on various diversity factors, including gender, race, ethnicity, culture, LGBTQ+ status, job function competency, language, e.g., age, geographic location, in-person session availability, etc. This network should span all areas of California and nationwide, ensuring access to EAP assessment, short-term counseling, and referral services for clients in both major metropolitan and rural areas.
  - 12) Offer an enhanced member experience by facilitating access to a robust member website and mobile app, digital assessments and guidance, self-help

tools, coaching, group support, virtual and in-person counseling, navigation to the appropriate type of care, and the ability for members to schedule provider appointments online.

- 13) Provide training and resources, such as but not limited to, through Microsoft Teams or Zoom, webinars, or conference calls to department EAP coordinators and employees on how to utilize the online service.

NOTE: The sample Scope of Work is based on requirements outlined in the RFP for the contract award. The actual Scope of Work contained in the final contract between CalHR and the contractor may be amended to reflect any additions or modifications outlined in the RFP response from the selected contractor. If the final terms of the contract are not mutually agreed upon between CalHR and the selected contractor, CalHR retains the right to select the contractor with the next highest awarded points.

Performance guarantees (e.g., system availability, data accessibility or loss, transition services, other requirements pursuant to Exhibits A-G, reports, and timely administration of pre- and post-intervention surveys/clinical outcome measures) and its related fiscal penalties will be included in the final contract.

## 2. **BIDDER MINIMUM QUALIFICATIONS**

All bidders for this RFP must satisfy all the minimum qualifications. **Failure to satisfy the minimum qualifications at the time of bid submission will result in the immediate rejection of the submission.** Bidders must complete the Minimum Qualifications Certification (Attachment 111). The contractor must continue to satisfy the minimum qualifications throughout the term of the contract.

- 1) The contractor must possess a valid Knox-Keene license, ensuring compliance with California regulations governing health care service plans.
- 2) Must be registered with the Secretary of State to do business in the State of California.
- 3) Have a minimum of five (5) years' experience delivering comprehensive employee assistance programs to major clients similar in size, complexity, and scope to the State of California.
- 4) The contractor must agree to allow for third-party clinical and operational audits, including the review of recorded calls, to ensure transparency and accountability in service delivery.
- 5) Provide access to licensed, master's level mental health professionals via a state-owned toll-free number available 24 hours a day, 7 days a week, including holidays.
- 6) Provide access to a comprehensive EAP website and mobile app that do not require log-in.



- 7) Provide holistic EAP services that encompass the five elements of wellbeing: career, physical, social, financial, and community, as well as mental wellbeing. Examples include but are not limited to, digital emotional wellness tools, mindfulness and resiliency activities, stress management tools, legal services, financial wellbeing services, wellbeing coaching, appointment assistance, in-person and virtual counseling, work-life services (elder care, childcare, referral services), identity theft resolution, community resources, and discount centers.
- 8) Assign an Account Executive who is based in California and 100% dedicated to CalHR.
- 9) Attend an annual Stewardship Meeting at CalHR.
- 10) Provide three customer references who can be contacted to verify the responsiveness of quality, and efficiency of customer and employee service levels.
- 11) Provide access to an enhanced member experience that includes a robust member website and mobile app that can be accessed without login, digital assessments and guidance, self-help tools, coaching, group support, in-person and virtual counseling, navigation to the appropriate type of care, and the ability for members to schedule provider appointments online.
- 12) A diverse and experienced provider network that use evidence-based treatment and outcome measures.
- 13) Programs and services that are locally relevant and tailored to specific geographic areas, including remote locations and industry standards.
- 14) Participate in a number of meetings throughout the year, including stewardship meetings, mid-year review, reporting, check-ins, operations meetings, etc.
- 15) Have experience with branding and proactive promotion of the EAP.
- 16) Organization support including supervisor/manager consultations, formal referrals (referral by HR, but participation is voluntary), orientation, training, Critical Incident Response and willing to provide services that may fall outside of the standard offerings on a fee-for-service basis.
- 17) A reporting framework that encompasses a wide range of metrics related to all member services and organizational support that are available including departmental and compilation reporting and a reporting portal with dashboard.
- 18) A strong, proactive Account Executive and account management team will be established, providing both strategic and operational support on a regular basis. This team will ensure that all aspects of the program are managed effectively, with ongoing communication and collaboration with CalHR.
- 19) Dedicated, co-branded website and mobile app.

- 20) Demonstrate expertise and experience in supporting First Responders and their families.
- 21) Remediate all digital materials for accessibility compliance for those using assistive technology, using CommonLook®.
- 22) Agree to begin implementation and pre-work prior to a July 1, 2026 “Go Live” with a Letter of Intent pending execution of the contract.
- 23) Agree to begin invoicing fees after the program has gone live.
- 24) Agree to termination for convenience without penalty contract clause.

### 3. **PROPOSAL NARRATIVE**

This section is a request for confirmation that the bidder will meet specified standards and conditions in addition to those outlined in the Minimum Qualifications section. If the bidder is unable or unwilling to meet CalHR’s requirements as outlined below, it will impact the bidder’s overall score for this section.

If any information in your response is proprietary information, please include a separate sheet behind the cover letter that lists what items/pages are proprietary.

When providing narrative responses, make clear and concise statements. Tab or flag the following sections: Vendor Profile Experience, Customer Service, Approach, Program Quality, Technical Capability, Quality of Training, Data Quality and Program Evaluation, Optional, Permits and Contractor Responsibilities.

#### **A. VENDOR PROFILE EXPERIENCE**

1. Contractor must provide an organizational chart with resumes that identifies key state contacts, including the implementation team, IT/developer team, and account team. Contractor must provide full legal name of the company and parent company, if applicable.
2. Contractor must provide the state with a dedicated Account Executive based in California.
3. Contractor must disclose if using a subcontractor and the work to be performed.
4. Contractor must identify and provide details on any litigation, arbitration, disciplinary, or other official actions not in the ordinary course of business related to your company. Contractor must provide the company’s most recent financial statements.

**B. CUSTOMER SERVICE**

1. Contractor shall inform CalHR via email within 30 minutes of any material or technical issues or outages (e.g. website, phone, app, etc.) related to delivering services during the course of the contract, including concerns raised by employees.
2. The Contractor agrees that in the event of any outages affecting phone lines or the website, they will ensure that qualified staff are available to address and resolve the issues to minimize disruption and maintain operational continuity.
3. Contractor provides telephonic access for department EAP Coordinators and employees 24 hours a day, 7 days a week, including holidays. Contractor shall have the scalability to handle an increased number of employees during the course of the contract.
4. Contractor shall utilize licensed mental health professionals for short-term EAP counseling.
5. Contractor will provide a defined process for notifying CalHR and making changes to the EAP.

**C. APPROACH**

1. Contractor shall provide a communication and marketing plan, implementation plan with timelines, and examples of marketing materials from previous campaigns.
2. Contractor shall provide CalHR and the EAP Coordinators with marketing materials, including emails, flyers, posters, and digital board for CalHR general promotion and registration. Contractor shall use diverse and inclusive imagery.
3. Contractor shall remediate all digital materials for accessibility compliance for those using assistive technology, using CommonLook®.
4. Contractor shall assist CalHR in increasing employee participation and engagement.

**D. PROGRAM QUALITY**

1. Contractor shall deliver a sound, evidence-based approach to improving mental health that serves a large and diverse employee population.
2. Contractor shall record all calls to the 800# and have a written process for monitoring the quality of the interactions.
3. Contractor shall have a written process for monitoring the quality of the EAP provider network that includes use of evidence-based clinical outcomes tools (e.g. GAD-7, PHQ-9).
4. Contractor shall have a written process around complaint resolution.

5. Contractor shall facilitate and cooperate with a third-party audit at CalHR's discretion.

#### **E. TECHNICAL CAPACITY**

1. Contractor shall host, manage, and secure all data.
2. Contractor shall provide an alternative process to using eligibility files, which may include use of state department email suffixes, and other options for employees without state-issued email addresses.
3. Contractor shall provide CalHR the ability to test run the program prior to going live, including ADA compliance testing. The EAP and all materials must comply with all HIPAA, EEOC (ADA and GINA) and other privacy statutes.
4. Program shall be responsive design for viewing on PC, MAC, phone, tablet, etc. Program must contain a mobile application or responsive design. Program shall utilize CalHR logo or graphics.
5. Contractor shall transfer all data, including the Uniform Resource Locator (URL) from existing contractor to new contractor at CalHR's direction.
6. Contractor shall ensure compatibility of program with the state supported web browser (i.e., Internet Explorer, Microsoft Edge).

#### **F. QUALITY OF TRAINING**

1. Contractor shall deliver statewide training via Microsoft Teams or Zoom, webinars, and/or conference calls to department EAP Coordinators and their team on programming, registration, implementation, and data analysis, as needed.
2. Contractor will adjust or customize training (e.g., registration and platform capabilities) to meet the needs of the state and provide recorded online tutorials for employees.

#### **G. DATA QUALITY AND PROGRAM EVALUATION**

1. Contractor will assist in determining both data elements to be included in the reporting and provide metrics on program engagement and effectiveness.
2. Contractor shall collect, analyze, and provide an aggregated, comprehensive report to CalHR on a quarterly basis, provide each department with a utilization report for their employee base, or as determined and requested by CalHR's contract manager(s). Contractor shall deliver in a format where reports can be exported to Excel.
3. Contractor shall assist in developing questions and administer pre- and post-intervention surveys/clinical outcomes measures.

4. Contractor shall store and maintain historical data records in electronic format, accessible to CalHR for a period of seven years beyond the Agreement termination or expiration of the Agreement.

## **H. OPTIONAL**

Contractor shall provide any additional services pursuant to the contractor's RFP submission that have no added costs. This includes the following:

1. Contractor shall make the EAP service available to all members, spouse/domestic partners and eligible dependents at no additional cost.
2. Contractor supports a wide variety of EAP resources that go beyond traditional telephonic outreach to arrange counseling. These resources include virtual, in-person and self-guided tools across a continuum of care.
3. Contractor will create a fully customized EAP that can be localized for different groups/regions and includes a tiered session model and pricing based on employee role or bargaining unit.

## **I. PERMITS**

1. Any EAP advice provided via EAP providers, training, blogs, or other methods shall be provided by credentialed and/or certificated mental health professionals.

## **J. CONTRACTOR RESPONSIBILITIES**

The contractor shall comply with the Scope of Work, including any additions or modifications provided in the RFP response from the selected contractor. Contractor shall comply with performance guarantees (e.g., system availability, data accessibility or loss, transition services, other requirements pursuant to Exhibits A-G, reports, and timely administration of pre- and post-intervention/clinical outcome surveys) and its related fiscal penalties. As noted in contractor's response, the following will also be included:

1. Contractor compliance with ADA accessibility requirements includes ensuring color contrast throughout the EAP meet 508 compliance standards; providing test equivalents for non-text elements; adding alt text to images; providing text captions for video files; appropriately structured row and column headers; avoiding any content that causes flicker, and much more.
2. Contractor will provide administrators and EAP Coordinators with training on the member website, mobile app, and accessing the EAP via the 800#. This training is included at no fee.
3. Contractor support includes all the initial program and portal design planning, drafting the initial communications, helping set up competitions, preloading all the initial content, holding weekly calls to review program progress, assisting administrators with all technology or program management questions, interpreting reports, making recommendations and making new content available throughout the program year.

4. Contractor will allow CalHR to launch custom surveys and polls at any time. CalHR can identify specific content to assemble into a course which can be supported by online content.
5. Contractor will provide annual performance reports based on CalHR's strategic program goals.
6. Contractor must provide an organizational chart with resumes that identifies key state contacts, including the implementation team, IT/developer team, and account team. Contractor must provide full legal name of company and parent company, if applicable.
7. Contractor shall utilize licensed health professionals with the appropriate education, credentials and certifications,
8. Contractor must disclose if using a subcontractor and the work to be performed.
9. Contractor must identify and provide details on any litigation, arbitration, disciplinary, or other official actions not in the ordinary course of business related to your company. Contractor must provide company's most recent financial statements.
10. Contractor shall enter into a performance guarantee arrangement as set forth in below. Performance guarantees shall be measured from July 1 through June 31 annually.
11. Contractor shall agree that CalHR has the option to reinvest financial penalties from missed performance guarantees back into the program.

Name	Area	Target	Performance Guarantee Description	Measurement	% of Fees at Risk
<b>EAP Network Access</b>	Network	95% of members with routine cases will have an option to see a provider available within 72 hours	The percentage of members who have the option to see a provider within 72 hours of initial request.	Contractor reporting	2%
<b>EAP Network Turnover</b>	Network	National provider voluntary turnover will be ≥5%	The percentage of total providers who voluntarily leave the network	Contractor reporting	1%
<b>Telephony</b>	Operations	Zero Busy Signals, 100% of calls	The percentage of calls that receive a busy signal	Contractor reporting	1%
<b>Telephony</b>	Operations	Vendor will agree to offer an abandonment rate of less than or equal to 5% after 30 second threshold	The percentage of calls that are abandoned after the 30 second threshold	Contractor reporting	1%
<b>Telephony</b>	Operations	Vendor will agree that 90% phone calls on the 24/7 line will be answered in 30 seconds or less	The percentage of calls to the 24/7 line that are answered within 30 seconds	Contractor reporting	1%
<b>Web/mobile app access</b>	Operations	Vendor will agree that member websites and mobile apps are available 99.8% of the time, as measured by total downtime, exclusive of scheduled downtime	The percentage of time member websites and mobile apps are available	Contractor reporting	1%
<b>Client notification of technical issues/system outages</b>	Account Executive	100% of technical issues/system outages that impact member services will be acknowledged and communicated to CalHR via email notification within 30 minutes of detection or notification.	The percentage of time that notification of such issues is made within 30 minutes	Contractor reporting and validated by CalHR	5%
<b>Utilization</b>	Operations	Utilization will be ≥15%	The number of eligible members who engage in with the EAP divided by total employees	Contractor reporting	3%

<b>Member Satisfaction</b>	Operations	95% of members responding to member satisfaction survey will rate their experience as 4 or greater on 5-point scale.	The number of members who rate their experience as 4 or greater on a 5-point scale divided by the total number of members who completed assessments.	Member survey	2%
<b>Reporting</b>	Account Management	EAP quarterly reporting will be delivered within 30 calendar days after the end of the quarter. Annual business review report will be delivered within 45 days of end of contract year.	The end of the quarter + 30 days; the end of the year + 45 days	Contractor delivery	1%
<b>Outcomes</b>	Operations	60%+ of participants with a clinical condition and two (2) or more outcome assessments show significant (reliable) clinical improvement on PHQ9 or GAD7.	Assessment outcomes	Member assessment	2%
<b>Outcomes</b>	Operations	60%+ of participants with two (2) or more outcome assessments with show significant improvement in job impairment/workplace productivity.	Assessment outcomes	Member assessment	2%
<b>ROI</b>	Account Management	Vendor to propose a PG on ROI with information about how ROI will be measured	Vendor to propose	Contractor reporting	2%
<b>Grievance Resolution</b>	Account Management	All grievances will be resolved within 30 days of filing	Time between date of grievances filing and resolution	Contractor reporting	1%

## K. STATE RESPONSIBILITIES

1. Any branding or logos required for the contractor and/or program.
2. Use CalHR website and encourage state departments to use their intranet sites to help promote the program.
3. Provide any required background materials.



4. Review and approve contractor marketing material

#### 4. **PROPOSAL QUESTIONNAIRE, REQUIREMENTS, AND INFORMATION**

##### SUBMISSION REQUIREMENTS

##### a) Technical Proposal Submission

- 1) For the Technical Proposal, the bidder must complete the Technical Proposal Questionnaire (Attachment IV). When completing the Technical Proposal Questionnaire, bidders must make clear, concise, and quantifiable replies to all questions. State your response (no smaller than 11-point font) with its response in the column directly to the right of the question. Some questions may provide pre-populated response options (e.g. multiple choice) in the yellow box. In these cases, select your response from the options listed.
  - 2) The technical proposal should not include publications of the bidder such as published articles, directories, or client lists. Submit only information that is pertinent to the RFP.
  - 3) Please title the Technical Proposal Questionnaire file with the following naming convention: Bidder Name\_EAP Technical Proposal\_26-500-01.xlsx.
  - 4) Any additional documents being submitted with technical proposals shall be clearly identified as to the name of the Bidder and the RFP number. Any materials submitted with your RFP will become the property of the state.
- b) Proposals should provide straightforward and concise descriptions of the bidder's ability to satisfy the RFP requirements. Proposals must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of the proposal.
- c) All proposals and attachments must be submitted electronically via email to [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com) no later than 4:00 p.m. (PST) on Monday, August 4, 2025. Include in the title of the email: CalHR EAP RFP 26-500-01.
- d) If the proposal is made under a fictitious name or business title, the actual legal name of the bidder must be provided.
- e) Proposals must be submitted for the scope of work requirements described herein. Any deviation from the specifications will be grounds for rejection without consideration.
- f) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CalHR may reject any or all

- proposals and may waive any immaterial deviation in a proposal. CalHR's waiver of immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Cost for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to CalHR.
  - h) A bidder may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
  - i) A bidder may withdraw its proposal by submitting a written withdrawal request to Mercer, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
  - j) If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, they shall immediately notify [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com) of such error in writing upon discovery. All proposals are submitted at the bidder's own risk.
  - k) CalHR may modify this RFP, the Time Schedule, or any of its attachments prior to the date fixed for submission of proposals by the issuance of an addendum. Addenda shall be numbered consecutively as a suffix to this RFP. The first number of an addendum shall be A1, if needed.
  - l) Interested parties or potentially interested parties are prohibited from initiating any communication with all CalHR staff and its consultants, concerning this RFP except as specified in the RFP. CalHR reserves the right to reject the proposal of any bidder violating this prohibition.
  - m) Bidders are cautioned not to rely on CalHR during the evaluation to discover and report to the bidder any defects or errors in the submitted documents. Bidders, before submitting their documents, should carefully review them for errors and adherence to the RFP requirements.
  - n) More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason to believe that collusion exists among the bidder(s), none of the participants in such collusion will be considered in this or future procurements.

## 5. **PROPOSAL KEY ACTION DATES**

All Bidders must adhere to the following time schedule:

RFP available to prospective bidders on	July 14, 2025
Intent to bid must be submitted to Mercer by	July 18, 2025, by 4:00 p.m. (PST)
<b>Bidder questions must be submitted to Mercer by</b>	<b>July 18, 2025, by 4:00 p.m. (PST)</b>
Answers to bidder questions will be disseminated by	July 25, 2025, by 4:00 p.m. (PST)
<b>Proposals must be received to Mercer by</b>	<b>August 4, 2025, by 4:00 p.m. (PST)</b>
Anticipated date of interviews in Sacramento (optional at CalHR's discretion)	Week of October 6-10, 2025
Anticipated intent to award notification	November 4, 2025
<b>Anticipated last day to protest the award</b>	<b>November 12, 2025</b>
Anticipated award of the contract	November 13, 2025
<b>Anticipated contract start date</b>	<b>July 1, 2026</b>

6. **LOCATION WHERE WORK WILL BE PERFORMED:**

Work can be performed offsite in a telework/hybrid work environment. The use of video telephony is required for meetings, with a camera on. In-person contractor meetings may be held in Sacramento, CA or held at:

Department of Human Resources  
1810 16th Street  
Sacramento, CA 95811

7. **QUESTIONS AND ANSWERS**

Bidder questions must be submitted in writing to [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com) and received by Mercer on or before July 18, 2025, by 4:00 p.m. (PST). Mercer will provide answers in writing to all potential bidders by July 25, 2025, by 4:00 p.m. (PST).

8. **SUBMISSION OF PROPOSAL**

- A. All bidders must express affirmative intent to bid via email to [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com), and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com) by 4.00 p.m. (PT) on **July 18, 2025**. Include in the title of the email: CalHR EAP RFP 26-500-01.
- B. All proposals and attachments must be submitted electronically via email to [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com). Include in the title of the email: CalHR EAP RFP 26-500-01.
- C. All proposals must be received at [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com) by 4:00 p.m. (PT) on **August 4, 2025**. Proposals received after this date and time will **not** be accepted. Include in the title of the email: CalHR EAP RFP 26-500-01.
- D. Proposals should provide straightforward and concise descriptions of the bidder's ability to satisfy the RFP requirements. Proposals must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of the proposal.
- E. All proposals shall include the required documents identified in the Proposal Checklist. Proposals that don't include the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- F. Proposals must be submitted for the strategy and scope of work requirements described herein. Any deviation from the specifications will be grounds for rejection without consideration.
- G. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CalHR may reject any or all proposals and may waive any immaterial deviation in a proposal. CalHR's waiver of immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements, if awarded the Agreement.
- H. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, they shall immediately notify [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com). Include in the title of the email: "CalHR EAP RFP 26-500-01". All proposals are submitted at the bidder's own risk.
- I. Cost for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the bidder and shall not be charged to CalHR.

- J. A bidder may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline via email to [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com). Include in the title of the email: CalHR EAP RFP 26-500-01. Modifications initiated by the bidder in any other manner, oral or written, will not be considered. Mercer, at its sole discretion, may request information from the bidder as part of the Administrative Review. Information obtained from the bidder that was requested during the Administrative Review may be accepted at Mercer's sole discretion as a proper modification to the original proposal. Additionally, Mercer's acceptance of any modifications to the original proposal that was initiated by Mercer during the Administrative Review, shall not be considered a deviation, material or otherwise, from the requirements of this RFP.
- K. A bidder may withdraw its proposal by submitting a written withdrawal request to Mercer via email to [Christine.Schulze@mercer.com](mailto:Christine.Schulze@mercer.com), [Anne.Somerset@mercer.com](mailto:Anne.Somerset@mercer.com), [Josephine.Tang@mercer.com](mailto:Josephine.Tang@mercer.com) and [Madeline.Adamy@mercer.com](mailto:Madeline.Adamy@mercer.com). Include in the title of the email: CalHR EAP RFP 26-500-01. The withdrawal request must be signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
- L. CalHR may modify this RFP, the Time Schedule, or any of its attachments prior to the date fixed for submission of proposals by the issuance of an addendum. Addenda shall be numbered consecutively as a suffix to this RFP. The first number of an addendum shall be A1, if needed.
- M. Interested parties or potentially interested parties are prohibited from initiating any communication with any and all CalHR/Benefits division staff, concerning this RFP except as specified in the RFP. CalHR reserves the right to reject the proposal of any bidder violating this prohibition.
- N. Bidders are cautioned not to rely on CalHR during the evaluation to discover and report to the bidder any defects or errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- O. More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered in this or in future procurements.
- P. All proposals are to be sent to Mercer within the timeframe indicated in the Proposal Key Action Dates. Proposals received after the due date and time will not be accepted.

- Q. Proposals must be submitted for the entire service described within the Scope of Work. Deviations from the specifications will not be considered and will be cause for rejection of the proposal.
- R. CalHR does not accept alternate language from the bidder. A proposal with such language will be considered a counter proposal and will be rejected. The state's General Terms and Conditions (GTC) are not negotiable.
- S. A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CalHR may waive any immaterial deviation in a proposal. CalHR's waiver of immaterial defect will in no way modify the RFP document or excuse the bidder from full compliance with the objectives if awarded the Contract.
- T. Costs for developing proposals and preparation of award of the Contract are entirely the responsibility of the bidder and will not be chargeable to CalHR.
- U. This RFP must be signed by an individual who is authorized to bind the bidder contractually. The signature must indicate the title or position that the individual holds. An unsigned proposal will be rejected.
- V. A bidder may modify a proposal after its submission by withdrawal and resubmission before the proposal due date. Modification of a proposal offered in any other manner, oral or written, will not be considered.
- W. A bidder may withdraw their proposal by submitting a written request to Mercer for its withdrawal, signed by the bidder or an agent authorized in accordance with paragraphs "N and O" above. A bidder may thereafter submit a new proposal before the proposal submission deadline. Proposals may not be withdrawn after the proposal's due date. Proposals received after the due date and time will be returned unopened to the prospective bidder.
- X. CalHR may modify the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum to all parties who received a proposal package. This Addendum will also be posted on the state's Cal eProcure website found at [caleprocure.ca.gov/pages/Events-BS3/event-search.aspx](http://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx)
- Y. If all proposals are too high, CalHR is not required to award a Contract.
- Z. CalHR may reject all proposals if deemed necessary.
- AA. The proposals submitted, including costs, will be considered public in accordance with the Public Records Act when CalHR has completed its evaluation and announces the responsible bidder who has been given the highest score.
- BB. Bidders are cautioned not to rely upon CalHR during the evaluation to discover and report all defects and errors in the proposal documents. Bidders should carefully proofread documents for errors and adherence to the RFP requirements prior to proposal submittal.

CC. Where applicable, the bidder should carefully examine the worksite and specifications. The bidder will investigate the conditions, character, quality of surface, subsurface materials, or obstacles to be encountered. No additions to the Contract amount will be made because of failure to thoroughly examine the worksite and specifications.

## 9. EVALUATION AND SELECTION PROCESS

All proposals received by the stated deadline will be reviewed by the evaluation committee to determine those that meet the mandatory minimum qualifications. If the mandatory minimum qualifications are not met, the proposal will be considered “non-responsive” and disqualified. If the minimum qualifications are met, the technical proposal will be evaluated and scored. After the technical proposals that meet the minimum qualifications are evaluated and scored, the cost proposals will be opened. The cost proposal with the lowest bid will receive the highest score, the next lowest will receive the next highest score and so on. Scores will be tallied for the technical and cost proposals (1,000 points possible). The bidders with the top three scores will move on to the Interview and Review (250 points possible). The RFP Committee may choose to conduct finalist interviews as part of their review. CalHR will award the contract to the bidder with the highest score (1,250 total points possible).

CalHR and the evaluation committee, at their own discretion, reserve the right to obtain additional information (but are not obligated to do so) orally or in writing, from the bidder or from any independent sources available to CalHR regarding qualifications or other submitted information.

The evaluation process will consist of five phases.

### 1. Phase I: Minimum Qualifications – Pass/Fail

In Phase I, proposals are reviewed to ensure that all documentation has been submitted in compliance with the requirements of this RFP. Mercer will review all of the following documents to determine that each is enclosed and properly completed. Failure to meet these administrative requirements will cause a proposal to be deemed non-responsive and therefore ineligible for the next step of the RFP evaluation process.

- a) Proposal Check List
- b) Proposal/Bidder Certification Sheet (Attachment I)
- c) Proposing Firm References (Attachment II)
- d) Proposing Minimum/Desirable Qualifications Certification (Attachment III)
- e) Technical Proposal Questionnaire (Attachment IV)
- f) Darfur Contracting Act Certification (Attachment V)



- g) Small Business Certification (when applicable)
- h) Completion of DVBE Incentive documentation, CalHR 661 and 662, **if applicable** (Attachment VI)
- i) DVBE Declaration – Std. 843 (Attachment VII)
- j) Proposer Declaration – GSPD-05-105 (Attachment VIII)
- k) OSDS DVBE Certification from DGS
- l) CalHR DVBE Advocate's Notification of Compliance (*if obtained in advance*)

In Phase I, the Small Business Preferences and DVBE Incentive calculations will be applied as appropriate. The application of the Small Business Preference and DVBE Incentives may result in the displacement of a previously high scoring bidder.

2. Phase II: Evaluation of the Technical Proposal Questionnaire (625 points)

Mercer Evaluation Team will score the submittals based on percentages for levels of quality for each scoring criterion. The percentages will then be translated to points based upon the weight for each factor. For example, under "Communication and Promotion," if a bidder's response is considered "Excellent," it will receive 90 points (0.9 x 100). The same approach will be used for all categories, except the scoring of the Cost Proposal.

Percentage of maximum points	Description
<b>Non-Compliant</b> 0%	Fails to address the component or the bidder does not describe any experience related to the component.
<b>Poor</b> 30%	Minimally addresses the section, but one or more major considerations of the component are not addressed, or so limited that it results in a low degree of confidence in the bidder's response.
<b>Fair</b> 70%	The response addresses the section, but minor considerations may not be addressed. Acceptable degree of confidence in the bidder's response.
<b>Good</b> 80%	The response fully addresses the section and provides a good quality solution. Good degree of confidence in the bidder's response.
<b>Excellent</b> 90%	All considerations of the section are addressed with a high degree of confidence in the bidder's response.
<b>Outstanding</b> 100%	All considerations of the section are addressed with the highest degree of confidence in the bidder's response or proposed solution. The response exceeds the requirements in providing superior experience and creative approach.



3. Phase III: Cost Proposal (375 points)

Bidders shall submit their Cost Proposals as part of the Technical Proposal Questionnaire (Attachment IV). The Cost Proposal score will be based on the ratio of its total cost to the total cost associated with the lowest responsive proposal multiplied by the maximum number of cost points and divided by the bidder's total cost. The Cost Proposal score will be rounded to the nearest whole integer. An example of this calculation is shown below:

$$\frac{\text{Lowest Bidder's Total Combined Cost} \times 125}{\text{Bidder's Total Combined Cost}} = \text{Bidder's Cost Score}$$

**Cost Score Sample**

Bidder	Total Cost Proposal	Calculation	Cost Proposal Score
A	\$175,000	$\frac{\$100,000 \text{ (Bidder B)} \times 125}{\$175,000 \text{ (Bidder A)}}$	71
B	\$100,000	$\frac{\$100,000 \text{ (Bidder B)} \times 125}{\$100,000 \text{ (Bidder B)}}$	125
C	\$150,000	$\frac{\$100,000 \text{ (Bidder B)} \times 125}{\$150,000 \text{ (Bidder C)}}$	83

4. Phase IV: Interview and Review (250 points) – interview optional at CalHR's discretion.

The bidders with the top three scores will move on to the Interview and Review. CalHR reserves the right to conduct finalist interviews, if necessary, at the bidder's cost.

5. Phase V: Awarding the Bid

Scores will be tallied. CalHR will award the contract to the Bidder with the highest score.

### RFP Scoring Criteria

Criteria	Maximum Possible Score	Score
<b>Company Overview</b>	25	
<ul style="list-style-type: none"> <li>Experience providing comprehensive EAP services to large public entities, including various bargaining units/unionized employees, and session models and fees that vary based on the employee's role and bargaining unit</li> </ul>	15	
<ul style="list-style-type: none"> <li>Book of Business (BOB) performance on Key Performance Indicators (KPI's)</li> </ul>	5	
<ul style="list-style-type: none"> <li>Staffing ratios and turnover rate of staff who interact with members</li> </ul>	5	
<b>Core Services</b>	55	
<ul style="list-style-type: none"> <li>Offers a broad spectrum of virtual, in-person and self-guided tools and services to meet sub-clinical and clinical needs, including but not limited to content that encompass all five elements of wellbeing: career, physical, social, financial, and community, as well as mental wellbeing, digital emotional wellness tools, mindfulness and resiliency activities, stress management tools, digital Cognitive Behavioral Therapy (dCBT), virtual and in-person counseling, wellbeing coaching</li> </ul>	15	
<ul style="list-style-type: none"> <li>Specific offering for special populations (e.g. teens &amp; adolescents, caregivers)</li> </ul>	15	
<ul style="list-style-type: none"> <li>Offers supportive services, including but not limited to legal services, financial wellbeing services, identity theft resolution, dependent care services, discount centers, and community resources</li> </ul>	15	
<ul style="list-style-type: none"> <li>Organizational support including but not limited to supervisor/manager orientation, training, and consultation; Peer Support Consultations; Train the Trainer Sessions, attendance at annual conferences, other EAP meetings as requested, employee orientation and training, and Critical Incident Response</li> </ul>	10	
<b>Member Experience</b>	55	
<ul style="list-style-type: none"> <li>Provides 24/7 crisis line and in the moment support with licensed, master's level mental health professionals</li> </ul>	15	

<ul style="list-style-type: none"> <li>Provides guided assistance and scheduling support, including scheduling of first appointment provider alignment with health plan, locating a provider who meets member's clinical area and any requested aspects of diversity</li> </ul>	10	
<ul style="list-style-type: none"> <li>Timeliness to care and guaranteed appointment availability for virtual and in-person care within 72 hours of the requests</li> </ul>	15	
<ul style="list-style-type: none"> <li>Member-centric processes for initial engagement, assessment, interactions with call center, referrals interactions with providers, and follow-up for services accessed from the web, mobile app and telephone</li> </ul>	10	
<ul style="list-style-type: none"> <li>Ability for members to schedule appointments with providers from the web or mobile app</li> </ul>	5	
<b>Internal processes and Quality</b>	50	
<ul style="list-style-type: none"> <li>Background, education and experience of staff who interact with members</li> </ul>	15	
<ul style="list-style-type: none"> <li>Processes, workflows and staff training on topics including but not limited to crisis intervention, suicide assessment and intervention, substance abuse assessment and intervention, escalation protocols</li> </ul>	15	
<ul style="list-style-type: none"> <li>Quality assessment tools, monitoring and processes for internal staff and contracted provider network</li> </ul>	15	
<ul style="list-style-type: none"> <li>Consent to participate in a 3<sup>rd</sup> party Clinical and Operational Assessment at client's request</li> </ul>	5	
<b>EAP Provider Network</b>	60	
<ul style="list-style-type: none"> <li>Has a broad network of qualified, culturally competent EAP service providers across all areas of California and nationwide that has experience providing all services specified, including providing EAP assessment, short-term counseling, and referral services to clients who reside in major metropolitan and rural areas. Able to provide services on a statewide basis as well as nationwide, where state employees and dependents are located. Ensure that state employees and their dependents obtain services from qualified and appropriately licensed professionals and clinicians.</li> </ul>	15	
<ul style="list-style-type: none"> <li>Members can select providers based on nuances of diversity such as gender, race, ethnicity, culture, LGBTQ+, job</li> </ul>	10	

function competency, language, age, geographic location, offers in-person sessions, etc. These aspects of provider diversity should be accessible on the member website, allowing members to view them without the need to make a phone		
<ul style="list-style-type: none"> <li>Rigorous process in place for credentialing providers and accepting new providers into the network, including process for single case agreements</li> </ul>	10	
<ul style="list-style-type: none"> <li>Proactive approach to identifying and filling network gaps including a process for monitoring capacity and availability of providers</li> </ul>	10	
<ul style="list-style-type: none"> <li>Program and services are locally relevant and tailored to specific geographic areas, including remote locations.</li> </ul>	5	
<ul style="list-style-type: none"> <li>Demonstrates symptom improvement through clinically validated assessments</li> </ul>	10	
<b>Organizational support</b>	50	
<ul style="list-style-type: none"> <li>Best in market manager orientation, training and toolkits</li> </ul>	10	
<ul style="list-style-type: none"> <li>Provides employee trainings, peer support and/or clinician led support groups</li> </ul>	10	
<ul style="list-style-type: none"> <li>Strong and attentive critical incident response, including in-person, from quality provider(s) that includes a plan that details the incident, services initiated and follow-up, within a timely period</li> </ul>	10	
<ul style="list-style-type: none"> <li>Offers supervisor/manager consultations, formal referrals (referral by HR, but participation is voluntary) and in-the-moment telephone crisis support for managers</li> </ul>	10	
<ul style="list-style-type: none"> <li>Proactive and flexible vendor that can pivot to meet the unique needs of CalHR including Train the Trainer sessions, Peer Support Program Communication</li> </ul>	10	
<b>Communication and website / mobile app</b>	50	
<ul style="list-style-type: none"> <li>Partners with CalHR to develop a formal marketing and communication plan to ensure awareness of the EAP during roll-out and on an ongoing basis, including custom education and outreach materials, semi-annual printing of EAP brochures and handbooks, dedicated co-branded website with a posted event and training calendar</li> </ul>	20	

<ul style="list-style-type: none"> <li>The website contains comprehensive EAP information, adheres to web accessibility standards as outlined in California Government Codes and be compliant with the Americans with Disabilities Act (ADA) and is specifically tailored to the State of California's services. The incoming vendor agrees to work with the outgoing vendor to transfer the state-owned URL and QR code. The contractor will remediate digital materials for accessibility compliance, ensuring that all content is usable by individuals utilizing assistive technology, using tools such as CommonLook</li> </ul>	15	
<ul style="list-style-type: none"> <li>The website and mobile app allows users to access services without requiring a log-in</li> </ul>	5	
<ul style="list-style-type: none"> <li>Solution has addressed inclusivity in languages used through the website and mobile app</li> </ul>	10	
<b>DEI</b>	50	
<ul style="list-style-type: none"> <li>Capabilities to provide concordant services for members based on race, ethnicity, language, sexual orientation, gender preference, and other dimensions of diversity</li> </ul>	15	
<ul style="list-style-type: none"> <li>Demonstrated robust language capabilities to ensure call center staff speaks the member's requested language</li> </ul>	10	
<ul style="list-style-type: none"> <li>Demonstrated equity strategy that ensures inclusiveness and accessibility through culturally and linguistically appropriate eservices (WCAG 2.1, language services offered, language level on all communications)</li> </ul>	15	
<ul style="list-style-type: none"> <li>Assesses and supports members that positively screen for SDoH resources</li> </ul>	10	
<b>Account Management</b>	50	
<ul style="list-style-type: none"> <li>Account Executive is based in California and 100% dedicated to CalHR.</li> </ul>	20	
<ul style="list-style-type: none"> <li>The Account Executive and account management team possesses extensive experience working with large public agencies, ensuring a deep understanding of the unique challenges and needs faced by these groups.</li> </ul>	15	
<ul style="list-style-type: none"> <li>The Account Executive will be readily available for in-person meetings and will actively support health fairs and other outreach events as requested</li> </ul>	15	
<b>Implementation &amp; Integration</b>	55	
<ul style="list-style-type: none"> <li>A robust implementation and integration plan that includes collaboration with the State to facilitate the transfer of the</li> </ul>	25	

state-owned 24/7 EAP toll-free telephone number and URL, provide a TTY number at no cost, and ensure an alternative telephone service in the event of phone service disruption, by the contract's effective date, ensuring continuity of service, procurement of a QR code		
<ul style="list-style-type: none"> <li>Proposed an implementation team that has experience with complex clients and will be dedicated to the success and oversight of a timely launch</li> </ul>	15	
<ul style="list-style-type: none"> <li>Has outlined best practices and current experience with providing strong integration amongst CalHR's ecosystem partners, including triggers for when a member is appropriate for an external referral</li> </ul>	15	
<b>Reporting</b>	35	
<ul style="list-style-type: none"> <li>A fully automated reporting framework that encompasses a wide range of metrics related to all member services and organizational support that are available.</li> </ul>	15	
<ul style="list-style-type: none"> <li>Capabilities to deliver robust Departmental and Compilation Reporting quarterly, annually and ad hoc as requested</li> </ul>	10	
<ul style="list-style-type: none"> <li>Confirmed ability to support Ad-Hoc Reporting Requests</li> </ul>	10	
<b>Innovation and Gen AI</b>	30	
<ul style="list-style-type: none"> <li>Provides solid, innovative roadmap demonstrating commitment to future solution developments to improve service and stay current on EAP best practices</li> </ul>	10	
<ul style="list-style-type: none"> <li>Offers digital innovations to improve access to care and care delivery options</li> </ul>	10	
<ul style="list-style-type: none"> <li>Strong oversight of digital innovative programs to ensure Quality Assurance workflows are in place</li> </ul>	10	
<b>First Responders</b>	60	
<ul style="list-style-type: none"> <li>Strong organizational and BOB experience providing tailored services to support a First Responder program</li> </ul>	15	
<ul style="list-style-type: none"> <li>Employee facing staff are trained in trauma informed care to support First Responders after a crisis</li> </ul>	15	
<ul style="list-style-type: none"> <li>Offers a broad-spectrum of services that support the unique experiences of First Responders and their families</li> </ul>	10	

<ul style="list-style-type: none"><li>Developed specialized and specific trainings for departments (i.e., CalFire, Parks, CDCR and CHP)</li></ul>	5	
<ul style="list-style-type: none"><li>Specialized provider network that is experienced in treating First Responders through 1:1 sessions, family sessions or via Critical Incident Response, including those that carry a firearm</li></ul>	10	
<ul style="list-style-type: none"><li>Tailored communications to uniquely promote the EAP resources that are available to the First Responder population</li></ul>	5	
<b>Total points possible for technical proposal</b>		625
<b>Points for Cost Proposal</b>		375
<b>Interview and Review</b>		250
<b>Total Possible Points</b>		1,250

#### 10. TAX DELINQUENT STATUS VERIFICATION

Effective July 1, 2012, [Public Contract Code 10295.4](#) requires state agencies to verify the tax delinquent status of Proposers responding to state solicitations.

At the time of proposal evaluation, prior to contract award and execution, CalHR will verify all Proposers and identified subcontractors as not listed as tax delinquent by the Franchise Tax Board and the Board of Equalization. Any Proposer or subcontractor listed as tax delinquent will result in a proposal rejection and will not be considered for contract award. Proposers wanting further clarification can refer to the statute above or to the web sites listed below for additional information.

Board of Equalization – Top 500 Sales Tax and Use Delinquencies

<https://www.boe.ca.gov/ht>

Franchise Tax Board – Top 500 Delinquent Taxpayers

<https://www.ftb.ca.gov/ht>

#### 11. NOTICE OF INTENT TO AWARD AND PROTEST

- A. Notice of Intent to Award will be posted at 1810 16<sup>th</sup> Street, North Building, Sacramento, CA 95811 for five (5) business days. All bidders will be officially notified via CalHR Announcements website that the Notice of Intent to Award is posted.
- B. Public inspection of all proposals and consensus score sheets will be allowed after the Notice of Intent to Award has been posted.
- C. Contracts will be awarded only after a Notice of Intent to Award has been posted in a place accessible by the general public, including any internet site identified in this RFP, for five (5) business days.
- D. Prior to the award, a bidder who claims he/she would have been eligible for the award of the contract, if CalHR had scored his or her proposal correctly or if CalHR had correctly followed the procedures specified in the Public Contract Code, may protest the proposed award.
- E. A protestant must meet the burden of proof that CalHR has committed a material error in the conduct of the proposal award process.
- F. Within five (5) business days of filing the protest, the protestant must submit a detailed written statement of protest if the original protest did not contain the complete grounds for the protest.
- G. Both the original protest and/or the detailed statement of protest, if any, must include the RFP number, CalHR, agency contact person, and protestant's email address.
- H. The protest documents may be sent by email, regular mail, courier, or personal delivery to:

Department of Human Resources  
Contract Services Office  
Attention: Contract Analyst, RFP 25-500-01  
1515 S Street, North Building, Suite 500  
Sacramento, California 95811  
OR  
[Reba.Sy@calhr.ca.gov](mailto:Reba.Sy@calhr.ca.gov) and [Tara.McGuinness@calhr.ca.gov](mailto:Tara.McGuinness@calhr.ca.gov)

Upon receipt of the protest, CalHR will send the protestant an acknowledgement letter and thereafter communicate with the parties regarding further disposition of the protest.



## 12. DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this RFP will become the property of CalHR and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and are subject to review by the public. CalHR cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a bidder's proposal, will be held in the strictest confidence until the Notice of Intent to Award is posted.

## 13. STANDARD CONDITIONS OF SERVICE

- A. Service(s) will not commence until the contract is fully executed and all approvals have been obtained.
- B. All performance under the contract will be completed on or before the termination date of the contract unless this contract is amended to extend the term.
- C. No oral understanding or contract will be binding on either party.

## 14. PAYEE DATA RECORD

Contractor awarded this contract must have completed and submitted form STD 204, Payee Data Record, to determine if Contractor is subject to a seven (7) percent state Income Tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805, and 26131.

No payment will be made unless the Payee Data Record form has been completed and returned to CalHR.

## 15. DARFUR CONTRACTING ACT CERTIFICATION

- A. Public Contract Code Sections 10475 – 10481 applies to any company that currently or within the prior three years has had business operations or other activities outside of the United States. For such a company to bid on or submit a proposal for a state of California contract the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.
- B. If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form. Please review the following additional information. Should you be required to complete the form, the Darfur Contracting Act Certification is included as Attachment VII.

Please review the following additional information. Should you be required to complete the form, the Darfur Contracting Act Certification is located at:  
[https://www.dgs.ca.gov/PD/Forms?search=darfur&topicCategoryFilters=&audienceCategoryFilters=&s\\_or=relevance&activeFilters=&page=1](https://www.dgs.ca.gov/PD/Forms?search=darfur&topicCategoryFilters=&audienceCategoryFilters=&s_or=relevance&activeFilters=&page=1)

## 16. ECONOMIC INCENTIVE PROGRAM

- A. Proposers may be eligible for additional preferences when their place of business is located within certain economic regions and when they hire individuals living and working within those economic regions. Please access the following links to read information about these economic incentive programs.

[Government Code Sections 4530-4535](#)

TACPA Preference Request (STD 830):

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

Bidder's Summary of Contract Activities and Labor Hours (DGS PD 526):

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0526.pdf>

Manufacturer's Summary of Contract Activities and Labor Hours (DGS PD 525):

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0525.pdf>

## 17. SMALL BUSINESS PREFERENCE PROGRAM

Chapter 8 of the DGS State Contracting Manual discusses programs established to encourage participation in state contracting by various segments of the business community. One or more of these voluntary programs may be involved in a specific contracting opportunity. The following voluntary program preferences and requirements are included: Disabled Veteran Business Enterprise (DVBE) Participation Program, DVBE Incentive Program, Certified Small and Microbusiness Program, Small Business Preference Program, Non-Small Business Preference Program, and the Target Area Contract Preference Act (TACPA). CalHR has waived DVBE program requirements for this solicitation.

### STATE CONTRACTING MANUAL – CHAPTER 8:

[State Contracting \(ca.gov\)](#)

### SMALL BUSINESS PREFERENCE PROGRAM

[Government Code Section 14838](#)

Small Business-DVBE Certification Application (DGS PD 812):

[https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_812.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_812.pdf)

Non-Small Business Preference Request. Listing of CalHR's certified small business firms: <https://caleprocure.ca.gov/pages/index.aspx>

CalHR's Small Business and DVBE Preference instructions and calculations: <https://calhr.ca.gov/Documents/SB-DVBE-program.rtf>

Bidder Declaration (GSPD-05-105):

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

## Non-Small Business Preference Request Form

In accordance with The Small Business Procurement and Contract Act (Gov. Code Section 14835 et. seq.), you have selected, and mutually agreed, to partner with a certified Small Business subcontractor to provide commodities or services related to the performance of the requested services identified in this IFB Solicitation. With the submission of the Non-Small Business Preference Request Form, you are requesting the non-small business calculation be applied to your bid during bid evaluation when applicable. The NSB calculation is for evaluation purposes only. Awards made as a result of the NSB calculation will be at the Proposer's original bid prices.

The Department of Human Resources has identified a Small Business participation level of 25% for this contract effort. As the Prime Contractor, you agree to sub-contract 25% as indicated in Section A below. The calculation preference given will not exceed 5%, with a maximum preference of \$50,000. *This form must be signed by individual entities with legally binding authority to do so.*

### SECTION I PART A - NON-SMALL BUSINESS INFORMATION

#### Proposer Instructions

Complete Section I, Part A, Certified Non-Small Business Proposer Information

Identify the response deadline date in Section II

Fax or Mail this form to the Certified Small Business to have Section II completed and returned

You must include the completed Non-Small Business Certification Information Sheet and a copy of the Small Business's DGS OSDS Certification Letter with your bid submittal.

Company Name:				FEIN#	
Street Address:					
City		State		Zip Code	
Telephone Number:				Fax #:	

#### PART B – Services/Commodities to Be Provided by the Small Business Partner:

**PART C** - As the Non-Small Proposer I agree to subcontract twenty-five percent (25%) to the Certified Small Business Contractor identified in Section II.

\_\_\_\_\_  
Authorized Non Small Business Name (Printed)

\_\_\_\_\_  
Authorized Non Small Business Signature

### SECTION II –CERTIFIED SMALL BUSINESS INFORMATION

**PART A** - Certified Small Business Contractor; please complete the information below and return this form to the Non-Small Proposer by: \_\_\_\_/\_\_\_\_/\_\_\_\_.

You **must** include a copy of your DGS OSDS certification with your response.

Company Name:				FEIN#	
Street Address:					
City		State		Zip Code	
Telephone Number:				Fax #:	
OSDS Certification No.:		Certification Expiration Date:	_____/_____/_____		

**PART B** - I understand the above Non-Small Proposer is responding to the Department of Human Resources Solicitation No. \_\_\_\_\_.

I agree to provide subcontractor services to the Non-Small Proposer as identified in **Section A**.

\_\_\_\_\_  
Authorized Certified SB Name (Printed)

\_\_\_\_\_  
Authorized Certified SB Contractor Signature

## **NON-SMALL BUSINESS PREFERENCE REQUEST INSTRUCTIONS**

CalHR encourages Non-Small Business (NSB) firms to take advantage of the opportunity offered for a preference calculation by partnering with a California Certified Small Business. In doing so, the resulting preference calculation applied may result in the award of the bid when all other technical specifications and bid requirements are met. Application of the NSB preference cannot be used to displace an already certified small business low Proposer.

If you elect to partner with a small business, the Non-Small Business Preference Request Form must be completed in its entirety and included with your bid submission.

### **1. RESOURCES**

Determine the type of service or services to be subcontracted.

If you do not already know of a contractor, or contractors, contact the DGS Office of Small Business and DVBE Services (OSDS) website to conduct a search of certified firms. A listing of CalHR's certified small business firms may be found at:

<https://caleprocure.com/pages/index.aspx>

Select and contact the certified Small Business firm, or firms you've identified to discuss partnering opportunities.

Contact the CalHR Small Business Program Manager for additional assistance with locating certified small businesses if you need assistance. The manager may be reached at (916) 324-0432.

### **2. COMPLETING THE FORM**

When a contract to partner is reached, the Non-Small Business Preference Request Form must be completed and signed by both parties.

Section I, Part A - Complete the Non-Small Proposer (your firm) business information.

Section I, Part B – Identify the services to be performed by the certified small business.

Section I, Part C – Identify the small business participation commitment level. You must include the participation percentage information. If no or less than twenty-five percent (25%) commitment level is indicated, the preference calculation will not be applied when CalHR evaluates the bids.

\* Print and sign Section I, Part C (must be signed by individual authorized to do so) *before* sending it to the small business firm for their information.

Section II, Part A – Identify the Small Business response needed date.

Fax the form to the Small Business contractor to be completed and signed. Include instructions for SB firm to provide their small business certification. Certification must be current at the time of bid due date.

Review the form for completeness. Be sure it includes all the required information.

Include the Non-Small Proposer Preference Request Form and the DGS Small Business Certification letter with your bid response to CalHR.

*(\*)This assures that both the Non-Small business proposer and the Small Business will each have a signed copy of the form.*

### 13. DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM

CalHR has waived DVBE program requirements for this solicitation. Under California Code of Regulations 1896.99.100, the California DVBE Incentive provides responsive/responsible firms the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation cost evaluation when a Proposer has identified a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive *may not displace a certified small business low Proposer*.

Please refer to Attachment VIII for instructions regarding the DVBE Incentive.

#### A. CALIFORNIA CODE OF REGULATIONS 1896.99.100

Under the California Code of Regulations 1896.99.100, the California DVBE Incentive provides responsive and responsible firms with the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation evaluation when a proposing firm 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 firm in line for the contract award.

##### 1) *THE FOLLOWING ARE KEY ELEMENTS OF THE DVBE INCENTIVE PROGRAM:*

- a. The DVBE Incentive is applied during the evaluation process and is only applied to responsive proposals from responsible firms proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. DVBE Incentive participation is optional and at the discretion of the proposing firm.
- c. When requesting the Incentive application, proposing firms must complete and return the CalHR California DVBE Incentive included within this solicitation with their proposal at time of submission.
- d. The Incentive is calculated by multiplying the solicitation's total points possible by the level of DVBE participation by percentage identified by the responding firm. This amount is then added to the firm's total points to determine if they have the highest score. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (CCR 1896.99.100 (d))
- e. Services or commodities provided by the DVBE firm **MUST** meet the definition of a "Commercially Useful Function" as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive application.

## 2) DVBE INCENTIVE OPTION VS. DVBE PROGRAM REQUIREMENTS

- a. A Department may formally exempt a solicitation from California DVBE Program requirements, and still be required to include the DVBE Incentive when the Department has not met DVBE program goals two of the previous three fiscal years. Proposing firms should review the RFP closely to determine if the California DVBE Program requirement is included in the solicitation language.
- b. California DVBE Program requirements, when included in a solicitation, are not optional and must be met by the proposing firm. If a proposing firm does not undertake DVBE program activities as specified in the RFP and make efforts to document those activities through 1) the selection of a DVBE firm, or 2) through satisfaction of the Five Steps of the Good Faith Effort, the firm will be deemed non-responsive to RFP requirements and their bid will be rejected.

## 3) DVBE INCENTIVE APPLICATION BASED ON RFP SECONDARY HIGH SCORE METHOD

Because this solicitation is being conducted as a RFP, the DVBE Incentive application will be based on the High Score method and follows the guidelines identified below:

- a. Application of the Incentive is based on the High Score Method. The Incentives shall not exceed five (5) percent, nor be less than one (1) percent of the total possible available points, not including points for socioeconomic incentives or preferences. (CCR 1896.99.120 (b))
- b. Incentive points are included in the sum of non-cost points.
- c. Incentive points cannot be used to achieve any applicable minimum point requirements.
- d. Incentive points may be a “desirable” administrative requirement that awards points based on amounts of participation.

***Please see Section E, Allowable Incentive Amounts, Evaluation process additional instructions and examples regarding application of the DVBE Incentive High Score Method.***

### ORDER OF EVALUATION

For purposes of calculating preferences, the Small Business preference will be applied first, followed by the DVBE Incentive calculation.

### ALLOWABLE INCENTIVE AMOUNTS

When the DVBE program is a required component of the solicitation, the minimum acceptable commitment level is three (3) percent. Incentive amounts applied begin at three (3) percent and will not exceed five (5) percent.

When CalHR waives DVBE program compliance, a firm's DVBE participation is optional. Firms proposing DVBE participation are eligible to receive a DVBE incentive calculation from 1-5 percent. The incentive applied will be at the level of proposed DVBE commitment.



## **PROPOSAL CHECKLIST**

Please review the following checklist for a list of documents that must be returned with your proposal package.

Please read the state of California's General Terms and Conditions (GTC 02/2025) at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) before signing and submitting your proposal package. CalHR does not accept alternate language from the bidder. A proposal with such language will be considered a counter proposal and will be rejected. The state's GTC are not negotiable. Unless otherwise noted, failure to include the required documents will be cause for proposal rejection.

### **1. DOCUMENTS REQUIRED WITH SUBMISSION OF PROPOSAL**

- ☐ Proposal Checklist (You must submit a complete copy of the checklist with your submission)
- ☐ Attachment I – Proposal/Proposing Firm Certification Sheet
- ☐ Attachment II – Proposing Firm References
- ☐ Attachment III – Proposing Minimum/Desirable Qualifications Certification
- ☐ Attachment IV – Technical Proposal Questionnaire
- ☐ Attachment V – Darfur Contracting Act Certification (*Submit only if your company has had any business activities or other operations outside of the United States within the previous three years.*)
- ☐ \* Copy of Contractor's Business License
- ☐ \* Resumes and/or biography of principal contacts

### **OPTIONAL DOCUMENTS**

#### ***IF APPLYING FOR PREFERENCE AND/OR INCENTIVE PROGRAMS***

##### **SMALL BUSINESS PROGRAM**

- ☐ Small Business Certification from Office of Small Business and DVBE Services (OSDS) when prime firm is small business (SB) or micro business certified
- ☐ Non-Small Business Calculation Preference Request Form (*required when prime is requesting Non-Small Business preference consideration*)
- ☐ Current Small Business Certification for proposed SB subcontractor (must accompany a Proposer's Non-Small Business Preference request)

##### **DVBE PARTICIPATION PROGRAM**

- ☐ Attachment VI, Proposer Certification of DVBE Participation, DVBE Program Incentive (pages 43-57) (*only required when prime Proposer elects to subcontract with California certified DVBE firm*) DVBE Program Incentive
- ☐ DVBE firm certification from Office of Small Business and DVBE Services (OSDS) when prime firm is DVBE certified)

- ☐ Attachment VII, DVBE Declaration (Std. 843) [DVBE Declaration \(Std. 843\)](#)
- ☐ Attachment VIII, Proposer Declaration (GSPD-05-105) [Proposer Declaration \(GSPD-05-105\)](#)
- ☐ Current DVBE Subcontractor Firm Certification from DGS OSDS
- ☐ DVBE Advocate's Notification of Compliance (*if obtained in advance from the DVBE Advocate*)

**STIMULUS PREFERENCE PROGRAM**

Required only when the bidding firm claims one or more of the following

- ☐ Target Area Contract Preference Act (TACPA) (Std. 830)

**2. DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION**

*These documents are not required at the time of proposal submittal; however, these documents will be required of the awarded firm upon contractor selection/proposal award.*

- ☐ \* Certificate(s) of Insurance
- ☐ \* \* [Payee Data Record \(Std. 204\)](#)
- ☐ \* Contractor Certification Clauses (CCC 04/2017)  
(CCC must be signed once a contractor has been selected)

**ATTACHMENT I**  
**PROPOSAL/PROPOSING FIRM CERTIFICATION SHEET**

This Proposal/Proposing firm Certification Sheet must be signed and returned along with all the required attachments as an entire package in with **electronic or original signatures**. The proposal must be transmitted in accordance with RFP instructions.

**Do not return Proposal Requirements and Information or the Sample Contract.**

Our all-inclusive proposal is submitted as detailed in Attachment I, Cost Proposal Worksheet.

All required attachments are included with this certification sheet.

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/Proposing firm Certification Sheet will be cause for rejection.**

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

# **1. COMPLETION INSTRUCTIONS FOR PROPOSAL/PROPOSING FIRM CERTIFICATION SHEET**

Complete the numbered items on the Sheet by following the instructions below.

<b>Item Numbers</b>	<b>Instructions</b>
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	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.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary contract between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there will 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.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of 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.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

## ATTACHMENT II

### PROPOSING FIRM REFERENCES

List three references for services performed within the last three years, which are similar to the Scope of Work to be performed under this contract.

[illegible]

**ATTACHMENT III**  
**PROPOSING MINIMUM/DESIRABLE QUALIFICATIONS CERTIFICATION**

	<b>Minimum Requirement Qualifications</b>	<b>Yes</b>	<b>No</b>
1.	Does the bidder possess a valid Knox-Keene license, ensuring compliance with California regulations governing health care service plans?		
2.	Is the bidder registered with the Secretary of State to do business in the State of California?		
3.	Does the bidder have a minimum of five (5) years' experience delivering comprehensive employee assistance programs to major clients similar in size, complexity, and scope to the State of California.		
4.	Does the bidder agree to allow for third-party clinical and operational audits, including the review of recorded calls, to ensure transparency and accountability in service delivery?		
5.	Does the bidder provide access licensed, master's level mental health professionals via a state-owned toll-free number available 24 hours a day, 7 days a week, including holidays?		
6.	Does the bidder provide access to a comprehensive EAP website and mobile app that do not require log-in?		
7.	Does the bidder provide holistic EAP services that encompass the five elements of well-being: career, physical, social, financial, and community, as well as mental well-being. Examples include but are not limited to, digital emotional wellness tools, mindfulness and resiliency activities, stress management tools, legal services, financial wellbeing services, wellbeing coaching, appointment assistance, in-person and virtual counseling, work-life services (elder care, childcare, referral services), identity theft resolution, community resources, and discount centers?		
7.	Will the bidder assign an Account Executive who is based in California and 100% dedicated to CalHR?		
8.	Does the bidder agree to attend an annual Stewardship Meeting at CalHR?		
9.	Can the bidder provide three customer references who can be contacted to verify the responsiveness of quality, and efficiency of customer and employee service levels?		
10.	Does the bidder provide an enhanced member experience that includes a robust member website and mobile app that can be accessed without login, and includes digital assessments and guidance, self-help tools, coaching, group support, in-person and virtual counseling, navigation to the appropriate type of care, and the ability for members to schedule provider appointments online?		
12.	Does the bidder have diverse and experienced provider network that uses evidence-based treatment and outcome measures?		
13.	Are the bidder's programs and services locally relevant and tailored to specific geographic areas, including remote locations and industry standards?		
14.	Can the bidder participate in a number of meetings throughout		

	the year, including stewardship meetings, mid-year review, reporting, etc.?		
15.	Does the bidder have experience with branding and proactive promotion of the EAP?		
16.	Does the bidder provide organization support including supervisor/manager consultations, mandatory referrals, orientation, training, Critical Incident Response and willing to provide services that may fall outside of the standard offerings on a fee-for-service basis?		
17.	Does the bidder have a reporting framework that encompasses a wide range of metrics related to all member services and organizational support that are available including departmental and compilation reporting and a reporting portal with dashboard?		
18.	Can the bidder provide a strong, proactive Account Executive and account management team that will provide both strategic and operational support on a regular basis, and ensuring that all aspects of the program are managed effectively, with ongoing communication and collaboration with CalHR?		
19.	Can the bidder provide a dedicated, co-branded website and mobile app?		
20.	Can the bidder remediate all digital materials for accessibility compliance for those using assistive technology, using CommonLook®.		
21.	Does the bidder have expertise and experience in supporting First Responders and their families?		
22.	Does the bidder agree to begin implementation and pre-work prior to a July 1, 2026 "Go Live" with a Letter of Intent pending execution of the contract?		
23.	Agree to begin invoicing fees after the program has gone live?		
24.	Does the bidder agree to termination for convenience without penalty contract clause.		

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Signature of person authorized to bind proposing firm.

**ATTACHMENT IV**  
**TECHNICAL PROPOSAL QUESTIONNAIRE**

Bidders must complete and submit the attached Technical Proposal Questionnaire (Excel workbook). Responses should be entered into the spreadsheet and returned in the same format.



**ATTACHMENT V**  
**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**1. OPTION #1 - CERTIFICATION**

If your company, within the previous three (3) years, has had business activities or other operations outside of the United States, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

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

**2. OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of DGS may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of CalHR. If you are a scrutinized company that has obtained written permission from DGS to submit a bid or proposal, complete the information below.

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

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

**ATTACHMENT VI****CALIFORNIA DVBE PROGRAM INCENTIVE INSTRUCTIONS**  
**(FOR NON-IT SERVICES)**  
**CALHR 661 AND 662****1. PROPOSERS ARE ADVISED TO CAREFULLY READ THE FOLLOWING INFORMATION AND INSTRUCTIONS****A. AUTHORITY:**

The Disabled Veteran Business Enterprise (DVBE) Goal Program is established in Public Contracts Code (PCC) Section 10115 et seq. Military and Veterans Code (MVC) 999 et seq. and California Code 01 Regulations (CCR) Title 2, Section 1896.6 et seq. State agencies and departments must include the opportunity for DVBE Incentive when failing to meet overall DVBE participation goals in two (2) consecutive years. Those agencies and departments attaining DVBE overall participation goals at least two (2) of three (3) consecutive years may elect to exempt, or waive, the DVBE Incentive feature in the solicitations. To continuously promote and offer DVBE opportunity, CalHR Includes the incentive in all Department Invitation for Bid (IFB) and Request for Proposal (RFP) solicitations whether exempt or not.

To clarify, the term "Proposer" refers to a firm responding to CalHR's IFB or RFP.

**B. INTRODUCTION**

CalHR has waived this solicitation from DVBE program requirements. As a condition of bid submission, proposers are not required to meet DVBE program requirements and are relieved from these requirements. The DVBE Incentive provides the opportunity for a responsive and responsible proposer to receive an incentive calculation between 1-5 percent when the proposer includes a DVBE subcontractor in their bid response. The incentive is applied at the time of bid evaluation and may place the proposer in line, for a contract award. The resulting contract award is made at the original bid or proposal price.

**C. DVBE INCENTIVE APPLICATION:**

- 1) The incentive is applied during the evaluation process and is only applied to responsive bids from responsible proposers proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- 2) For this solicitation, DVBE Incentive participation is optional and at the discretion of the proposer.
- 3) When requesting the incentive, the proposer must complete the attached form CalHR 661 Documentation of DVBE Program Requirements and the CalHR Form 662 Proposer Certification of DVBE Participation. These forms must be included with the bid submittal.
- 4) The DVBE Incentive is applied by factoring the proposer's stated level of DVBE commitment by the lowest Proposer's bid amount and subtracting the amount from the proposer's total. The computation is for evaluation purposes only and does not alter the final bid price (CCR 1896.99.100)
- 5) Use of the incentive cannot displace the low bid of a certified-small business with that of a non-small business.
- 6) Services or commodities provided by the DVBE firm must meet the definition of a 'Commercially Useful Function' (CUF) as defined under Government Codes: 14837; 14838,8; 14839; 14842;

14842.5 and MVC 999 and 999.6. Failure of the DVBE subcontractor to meet CUF requirements will render the bidding firm ineligible for the DVBE Incentive application.

- 7) CalHR may request that a proposer correct and/or clarify DVBE documents that are deemed to have administrative or clerical error(s). DVBE program administrative and/or clerical errors are minor non-substantive errors and do not impact the bid outcome. Prior to correction of administrative or clerical error(s), CalHR will first verify that the proposer has complied with the DVBE program requirements. Once determined compliant, CalHR will apply the incentive as appropriate.

**D. DVBE INCENTIVE**

- 1) In accordance with section 999.5(a) of the MVC an incentive will be given to proposers who include DVBE participation in their bid response. For evaluation purposes only, the state shall apply an incentive to bids that propose California-certified DVBE participation identified on CalHR Form California DVBE Program Requirements and Proposer Certification DVBE Participation and is subsequently confirmed by the state.
- 2) The incentive amount applied is equal to the commitment level identified by the Proposer in the Form, CalHR 662, Proposer Certification of DVBE Participation. The applied incentive will not be less than one (1) percent and will not exceed five (5) percent.
- 3) Those firms identifying less than one percent will not be considered for the Incentive application, Firms proposing more than five (5) percent shall have the incentive capped at five (5) percent. The incentive amount for awards based on low price may vary in conjunction with the proposed DVBE participation. Unless a table that replaces the following has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

**E. CONFIRMED DVBE PARTICIPATION:**

DVBE Participation Level	Incentive Applied
Less than 1.0	0%
1.0 through 1.99	1%
2.0 through 2.99	2%
3.0 through 3.99	3%
4.0 through 4.99	4%
5.0 or higher	5%

1) As applicable:

- a) Awards based on low price: the net bid price of responsive bids will be reduced by the amount of the DVBE incentive as applied to the lowest responsive net bid. If the #1 ranked responsive, responsible bid is from a California certified small business, the only proposers eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed five (5) percent or \$100,000 whichever is less, of the #1 ranked net bid. When used in combination with other preferences (SB/TACPA), the cumulative adjusted total cannot exceed \$100,000.
- b) Awards based on highest score: the solicitation shall include an individual requirement that identifies incentive points for DVBE participation. The incentive is calculated by factoring the overall total points possible (as stated in the solicitation) by the level of DVBE commitment identified by the proposing firm. Incentive points are then added to the proposing firm's overall score. If this results in the firm's achievement of the highest scored response, and the firm has met all other solicitation requirements, the award will be made to that firm. It is possible for a certified small business to be displaced by another firm scoring higher points through application of the DVBE Incentive.

## **F. PROGRAM DEFINITIONS**

1) *COMMERCIALLY USEFUL FUNCTION (CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 1898.71(L))*

DVBE firms must perform a "commercially useful function" relevant to this contract. The term DVBE contractor, subcontractor or supplier means any person or entity that satisfies the ownership (or management) and control requirements of CCR 1896.61(f); is certified in accordance with CCR 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. As defined in MVC 999, a person or an entity is deemed to perform a 'commercially useful function' if a person or entity does all the following:

- a) Is responsible for the execution of a distinct element of the work of the contract,
- b) Carries out the obligation by performing, managing, or supervising the work involved,
- c) Performs work that is normal for its business services and functions,
- d) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices,
- e) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment, and
- f) Its role is not an extra participant in the transaction, contract or project through which funds are passed to obtain the appearance of DVBE participation.

2) *DISABLED VETERAN*

A disabled veteran, for the purposes of DVBE certification of eligibility, is defined as a veteran of the military, naval, or air services of the United States with at least a 10 percent service-connected disability, and who is a resident of the State of California.

3) *DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)*

- a) DVBE is a business enterprise certified by the Office of Small Business and DVBE Services (OSDS) as meeting all the following criteria:
  - (1) Sole proprietorship owned by a disabled veteran; or a firm or partnership with 51 percent of the stock or partnership interests of which are owned by one or more disabled veterans.
  - (2) Managed by and with the daily business operations controlled by one or more disabled veterans; and
  - (3) Sole proprietorship, corporation or partnership with its home office located in the United States which is not a branch or subsidiary of a foreign corporation, firm, or other business.

#### **G. CALHR EXHIBIT E ADDITIONAL PROVISIONS- DVBE PROGRAM CLAUSES**

Please review Exhibit E for additional provisions related to the DVBE program. Exhibit E defines contractor obligations related to the DVBE program that will be part of the final contract. The proposer is advised to carefully review Exhibit E, Additional Provisions, to understand relevant obligations pertaining to the DVBE program. A synopsis of the clauses is provided below:

##### *1) CONTRACT AMENDMENTS – DVBE PROGRAM REQUIREMENTS*

The clause explains the requirements and obligations of the contractor and the DVBE program related to subsequent contract amendments.

##### *2) CONTRACT AUDITS*

The clause explains the requirements and obligations of the contractor related to the review or copying of all records pertaining to the performance of its contract as it pertains to the DVBE program.

##### *3) CONTRACTOR SB/DVBE PAYMENT CERTIFICATION*

This clause explains the requirement made of the contractor related to reporting DVBE activity using the Small Business and DVBE Subcontractor Payment Certification.

##### *4) SUBSTITUTION OF DVBE FIRMS*

This clause explains the requirements, under MVC 999.10, as to when the contractor, subject to the approval of DGS OSDS, may replace a DVBE firm identified in its bid or offer with that of another DVBE firm.

##### *5) DVBE QUARTERLY REPORTS*

This clause explains the requirements and obligations of the contractor related to reporting DVBE activity using the form to identify and report the activity or non-activity within the period reported.

#### **H. SUGGESTIONS FOR LOCATING DVBE FIRMS**

Contact the Awarding Department

- 1) Contact the CalHR SB/DVBE Advocate for suggested DVBE firms who may have identified themselves as potential subcontractors, or for a list of firms the department may have created in response to this solicitation.

2) Other State and Federal Agencies and Local Organizations

3) State:

Access the list of certified DVBE firms by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database. Access the database at: [Event Search \(ca.gov\)](https://www.dgs.ca.gov/EventSearch)

a) To begin your search:

(1) Click on "SB/DVBE Search". "Search by Keywords" OR "United Nations Standard Products and Services Codes (UNSPC)" that apply to the elements you want to subcontract to a DVBE.

(2) Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. Access CSCR at: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)

(3) Contact OSDS at (916) 375-4940 for assistance, or email at: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

4) Local:

Contact local DVBE organizations to identify DVBEs. For a list of local organizations, go to [The State of California Certifications](https://www.dgs.ca.gov/StateofCaliforniaCertifications).

**I. WEBSITE RESOURCES AND INFORMATION**

RESOURCE	FOR
<b><u>Local Organizations:</u></b>  Go to <a href="#">The State of California Certifications</a>	List of potential DVBE subcontractors
<b><u>DGS-PD eProcurement</u></b>  Website: <a href="http://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx">caleprocure.ca.gov/pages/Events-BS3/event-search.aspx</a>  Phone: (916) 375-2000	1) SB/DVBE Search 2) CSCR Ads 3) Click "training tab" to access eProcurement modules for Small Business (SB)/DVBE Search
<b><u>Office of Small Business and DVBE Services (OSDS)</u></b>  707 Third Street, Room 1-400  West Sacramento, CA 95605  Website: <a href="http://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx">caleprocure.ca.gov/pages/Events-BS3/event-search.aspx</a>  OSDS Receptionist: 8:00 am-5:00 pm (916) 375-4940  PD Receptionist: 8:00 am-5:00 pm (800) 559-5529  Fax: (916) 375-4950  Email: <a href="mailto:osdshelp@dgs.ca.gov">osdshelp@dgs.ca.gov</a>	1) Directory of California-Certified DVBEs 2) Certification Applications 3) Certification Information 4) Certification Status, Concerns 5) General DVBE program information 6) SB/DVBE Advocates

**J. DVBE INCENTIVE INFORMATION AND DOCUMENTATION**

In order to receive the DVBE Incentive, proposers must complete and return the following forms, CalHR 661 "Documentation of DVBE Program Requirements," and CalHR 662 "Proposer Certification of DVBE Participation." Proposers who do not include these forms will not have the incentive applied to their bid during the evaluation process.

1) *MINIMUM DVBE COMMITMENT LEVEL*

Proposer DVBE commitment must be greater than one (1) percent. Incentive calculations will not be applied to commitments of less than one (1) percent.

Proposer selects either:

Option 1 – Proposer is a certified DVBE, or

Option 2 – Non-DVBE Proposer

**K. SELECTION OF DVBE COMMITMENT OPTION**

**Failure to include comply with and include the forms listed below will result in no application of the DVBE Incentive.**

1) *OPTION 1 -PROPOSER IS ITSELF A CERTIFIED DVBE*

- a) Proposer commits to performing at least one (1) percent of the contract value as a prime firm or in combination with other DVBE firms.
- b) Proposer must document DVBE participation level using the CalHR Form 661, Documentation of DVBE Program Requirements Form.
- c) Proposer must submit Proposer Certification of DVBE Participation, CalHR Form 662, confirming DVBE commitment.
- d) Proposer must submit a completed Std. 843, DVBE Declaration.
- e) Proposer must submit a completed GSPD 05-105, Proposer Declaration.
- f) Proposer must provide evidence of DVBE certification obtained through the OSDS.

2) *OPTION 2 –NON-DVBE PROPOSER DVBE COMMITMENT*

- a) Commit minimum one (1) percent to a certified DVBE firm.
- b) Proposer must document DVBE participation level using the CalHR Form 661, Documentation of DVBE Program Requirements.
- c) Proposer must submit written confirmation and acceptance from the identified DVBE subcontractor using Proposer Certification of DVBE Participation.
- d) Proposer must submit a completed Std. 843, DVBE Declaration.
- e) Proposer must submit a completed GSPD 05-105, Proposer Declaration.
- f) Proposer must submit evidence of DVBE certification-obtained through the OSDS.



## **CALHR FORM 661, DOCUMENTATION OF DVBE PROGRAM REQUIREMENTS**

### **1. PROPOSER IS ADVISED TO READ INSTRUCTIONS CAREFULLY.**

#### **A. COMMERCIALLY USEFUL FUNCTION**

(CCR, Title 2, section 1896.71 (l)) DVBE firms must perform a “commercially useful function” relevant to this contract. The term “DVBE contractor, subcontractor or supplier” means any person or entity that satisfies the ownership (or management) and control requirements of CCR 1896.61 (f); is certified in accordance with CCR 1896.70 and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC 999, a person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:

- 1) Is responsible for the execution of a distinct element of the work of the contract.
- 2) Carries out the obligation by performing, managing, or supervising the work involved.
- 3) Performs work that is normal for its business services and functions.
- 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- 5) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- 6) Its role is not an extra participant in the transaction, contract or project through which funds are passed to obtain the appearance of DVBE participation.

#### **B. DVBE OPTION DESIGNATION –**

Check the appropriate box to indicate the option you are choosing with which to meet your DVBE commitment. You are advised to read all instructions carefully prior to completing the forms.

- ☐ OPTION 1: We are a certified DVBE firm bidding this solicitation as a prime firm and our commitment is at least three (3) percent.
- ☐ We are not a certified DVBE firm. We have committed to meeting DVBE participation of at least three (3) or more percent.

#### **C. INSTRUCTIONS FOR DOCUMENTING DVBE PROGRAM REQUIREMENTS**

Read the following information carefully. Failure to comply with DVBE program requirements may result in rejection of your bid.

#### **D. CALHR FORM 661- “DOCUMENTATION OF DVBE PROGRAM REQUIREMENTS”**

- 1) Be sure to make the proper determination that the selected DVBE firm meets California CUF requirements.
- 2) Under “DVBE OPTION DESIGNATION” above, select the option appropriate for your firm’s commitment and then complete the Proposer Certification.

**E. CERTIFICATION OF DVBE PARTICIPATION.**

- 1) If Option 1 is selected, complete the Proposer Certification. Include the CalHR Form 661, Documentation of DVBE Program Requirements; the CalHR Form 662, Proposer Certification of DVBE Participation, and your DVBE certification with your bid response.
- 2) For Option 2, see the following instructions.

**F. CALHR FORM 662 - PROPOSER CERTIFICATION OF DVBE PARTICIPATION**

Proposers requesting the DVBE Incentive are required to complete CalHR 662 - PROPOSER CERTIFICATION OF DVBE PARTICIPATION to document their commitment to a DVBE firm or firms. A separate form is required for each DVBE commitment. Failure to submit this form with your bid will result in a determination of noncompliance and your bid will be rejected.

- 1) Section 1: Complete your prime firm/proposer business information.
- 2) Section 2: Identify services or commodities to be provided by the DVBE subcontractor.
- 3) Section 3: Identify the commitment level your firm is making to the DVBE subcontractor; provide the printed and signed name of the legally authorized representative and sign and date the document.
- 4) Section 4: Is to be completed by the DVBE firm. Fax the completed/signed document to the DVBE. Provide the DVBE firm with instructions to:
  - a) Complete the form and include all requested information.
  - b) Sign and date the form.
  - c) Attach a current copy of their OSDS certification – available through OSDS eProcurement SB/DVBE certification website.
  - d) Return both forms to you; email or fax is acceptable.

**G. DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS, STD. 843**

All prime DVBE firms or DVBE firms acting as subcontractors for materials, supplies, services, or equipment rental must submit an original signed DVBE Declaration, Std. 843 with their bid, or provide one to the prime for inclusion with their bid submittal. [MVC 999.3]

**H. PROPOSER DECLARATION GSPD-05-105**

All proposers responding to this solicitation must complete the Proposer Declaration GSPD-05-105 and include it with their bid response. When completing the declaration, Proposers responding to the solicitation must identify all SB and or DVBE subcontractors proposed for participation in the contract.

Proposers awarded a contract are contractually obligated to use the SB or DVBE subcontractor for the work identified unless the state agrees to a substitution. CalHR SB DVBE advocate must be notified in writing that a substitution is requested and any substitution of a SB or DVBE firm must be approved by the state.

**CALHR 662- PROPOSER CERTIFICATION OF DVBE PARTICIPATION**

In accordance with Military and Veterans Code, Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military Code, Public Contract Code 10115, as the prime proposer, you are yourself, or you have selected, and mutually agreed to partner with, a California certified DVBE contractor to provide commodities or services related to the performance of services identified in Department of Human Resources IFB/RFP solicitation document. Submission of this form constitutes an agreement between the Prime Proposer and the Certified DVBE Sub-Contractor to fulfill California Disabled Veteran Business Enterprise Participation Program requirements related to the final executed contract. Any change to the DVBE subcontractor must be submitted in writing to the Department's DVBE Advocate.

The Proposer Certification form must be signed by company representatives with recognized legal authority to do so.

<b>SECTION 1</b>				
<b>PRIME PROPOSER BUSINESS INFORMATION</b>				
COMPANY NAME				
COMPANY CONTACT				
STREET ADDRESS				
CITY		STATE		ZIP
TELEPHONE NUMBER		FAX NUMBER		
EMAIL ADDRESS				
FEIN				
<b>SECTION 2</b>				
<b>IDENTIFY THE SERVICES AND/OR COMMODITIES TO BE PROVIDED BY THE SELECTED DVBE FIRM(S)</b>				
1)				
2)				
3)				
<b>SECTION 3</b>				
<b>IDENTIFY THE SERVICES AND/OR COMMODITIES TO BE PROVIDED BY THE SELECTED DVBE FIRM(S)</b>				
<input type="checkbox"/> I HAVE COMMITTED THREE PERCENT (3%) TO THE DVBE FIRM LISTED BELOW <input type="checkbox"/> I HAVE COMMITTED GREATER THAN THREE PERCENT (3%). PERCENT COMMITTED: _____% <input type="checkbox"/> I HAVE COMMITTED TO MULTIPLE DVBE FIRMS TO SATISFY OVERALL BID REQUIREMENTS. THE COMMITMENT LEVEL FOR THE DVBE FIRM LISTED BELOW IS: _____%				
Printed Name of Authorized Representative		Signature of Authorized Representative		Date
<b>SECTION 4</b>				
<b>PRIME PROPOSER BUSINESS INFORMATION</b>				
COMPANY NAME				
COMPANY CONTACT				
STREET ADDRESS				
CITY		STATE		ZIP
TELEPHONE NUMBER		FAX NUMBER		
EMAIL ADDRESS				
FEIN				
DGS OSDS CERTIFICATION				
Printed Name of Authorized Representative	Signature of Authorized Representative			Date

## ATTACHMENT VII

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

### DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

#### SECTION 1

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_  
(FOR STATE USE ONLY)

#### SECTION 2

**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

#### SECTION 3

**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name) (Signature) (Date Signed)

\_\_\_\_\_  
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page \_\_\_\_ of \_\_\_\_

**PRINT CLEAR**

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None ☐ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐

(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

**1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit/Veteran Service Agency (NWSA)
- Disabled/Veteran Business Enterprise (DVBE)

**1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NWSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

**1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NWSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
  - If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
  - Possesses valid State of California certification(s) if claiming MB, SB, NWSA, and/or DVBE status
- 51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

- Enter "N/A" if the:
- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
  - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.**

STATE OF CALIFORNIA

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER eP

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

STATE AGENCY'S NAME

**Department of Human Resources, on behalf of the State Personnel Board**

CONTRACTOR'S NAME

**Contractor Name**

2. The term of this Agreement is: **January 1, 2015 through December 31, 2016**  
This Agreement shall not become effective until approved by the Department of General Services.

3. The maximum amount of this Agreement is: **\$ 00.00**  
**(Amount) Dollars and Zero Cents.**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Attachment 1 – Resume	2 pages
Exhibit B – Budget Detail and Payment Provisions (Rev. 2/15)	1 page
Attachment 1 – Contractor Rates	1 page
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions for CILH (Rev. 2/15)	3 pages
Exhibit E – Additional Provisions	3 pages
Attachment 1 – Travel and Per Diem Expenses (Rev. 2/15)	2 pages
Attachment 2 – Standard Contract Provisions Regarding Political Reform Act Compliance	1 page
Attachment 3 – Protection of Confidential and Sensitive Information	2 page
Attachment 4 – Non-Disclosure Certificate	1 page

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be located at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx).

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Contractor Name</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Name of Signatory, Title</b>		
ADDRESS <b>Street Address</b> <b>City, State Zip Code</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Human Resources</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING -----, <b>Chief, Division of Administrative Services</b>		
ADDRESS <b>1515 S Street, North Building, Suite 400</b> <b>Sacramento, California 95811</b>		



## EXHIBIT A

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### SCOPE OF WORK

#### 1. BACKGROUND

Contractor will provide the Department of Human Resources (CalHR) with a comprehensive Employee Assistance Program (EAP) as described herein.

As noted in the Request for Proposal (RFP) for contract award the actual Scope of Work contained in the final contract between CalHR and the contractor may be amended to reflect any additions or modifications outlined in the RFP response, including performance guarantees (e.g., system availability, data accessibility or loss, transition services, other requirements pursuant to Exhibits A-G, reports, and timely administration of pre- and post-intervention surveys) and its related fiscal penalties.

#### 2. LOCATION:

Services shall be available online. Any meetings with CalHR will be via conference call or at 1515 S Street, North Building, Sacramento, CA 95811.

#### 3. CONTACT INFORMATION

The contract representatives during the term of this agreement will be:

<u>Department of Human Resources (CalHR)</u>		<u>Name of Selected Contractor</u>
<b>Name</b>	<b>WILL BE PROVIDED WITH THE AWARDED CONTRACT</b>	(Name)
<b>Address</b>	1515 S Street, North Building, Suite 500 Sacramento, CA 95811	(Street Address)
<b>Phone</b>		(Phone)
<b>Fax</b>		(Fax)
<b>Email</b>		(Email)

Contract representatives may be changed by written notice to the other party.

#### 4. PURPOSE

CalHR serves as the central human resources authority for the state of California, overseeing policies and programs that impact an estimated 245,000 eligible employees in over 148 departments, agencies and boards. Unlike a singular employer, the State operates as a group of diverse entities, each with unique missions and workforce needs. CalHR's role is to establish cohesive policies and provide strategic guidance that ensures consistency and equity across this landscape.

CalHR provides EAP services through a statewide agreement to state employees, spouses/domestic partners and eligible dependents. State departments that wish to contract for EAP services may obtain those services through a CalHR-sponsored statewide agreement. For departments participating in the master agreement there are two aspects of EAP services. The first covers basic EAP benefits provided to employees, spouse/domestic partners and their dependents. The second covers the Fee-for- Services



portion for services that are not covered by the statewide agreement and are departmental specific such as critical incident stress debriefings, specialized orientations, training services, etc.

To effectively administer the EAP, the CalHR Benefits Division supports departmental EAP Coordinators. Those Coordinators, in turn, support employees in understanding and accessing the EAP. This means the selected bidder may interface with 148 EAP Coordinators who need support to serve their department's employees.

CalHR will award a three-year contract, with the option of two one-year extensions. Since the program could potentially run for up to five years, the EAP website and mobile app content must be visually refreshed and updated, as determined jointly by CalHR and the contractor (e.g., new graphics, content and educational resources).

The contractor will provide holistic EAP services that encompass the five elements of well-being: career, physical, social, financial, and community, as well as mental wellbeing. Examples include but are not limited to, digital emotional wellness tools, mindfulness and resiliency activities, stress management tools, legal services, financial wellbeing services, wellbeing coaching, appointment assistance, in-person and virtual counseling, work-life services (elder care, child care, referral services), identity theft resolution, community resources, and discount centers.

The EAP will provide the EAP Coordinators resources, tools, and structure to support their departments, and deliver CalHR data and analytics to monitor program effectiveness.

The contractor should, among other things:

A. Provide access to licensed, master's level mental health clinicians through a state-owned, toll-free number, available 24 hours a day, 7 days a week, including holidays.

B. Provide short-term counseling services consisting of three levels:

- Level 1 employees: ~57,000 First Responders who meet the below criteria, who are eligible for up to twenty-eight (28) counseling sessions per member, per year with culturally competent counselors who specialize in supporting First Responders and their families. The EAP benefit extends to employees, spouses or domestic partners, and eligible dependents.

- Bargaining Units 5 and 7 employees and all exempt, managerial, supervisory, and confidential employees of the California Highway Patrol.
  - Bargaining Unit 7 employees (R07), managers (M07), supervisors (S07), and confidential employees (C07) in any other department.
  - Bargaining Unit 6 employees (R06), managers (M06), supervisors (S06), and confidential employees (C06).

- Level 2 employees: ~33,000 employees in support roles at CalFire, California Highway Patrol (CHP) and California Department of Corrections and Rehabilitation (CDCR), who are eligible for up to twelve (12) counseling sessions per member, per year. The EAP benefit extends to employees, employee's spouse or domestic partner, and eligible dependents.

- Level 3 employees: ~153,000 employees in other roles who are eligible for up to three (3) counseling sessions per member, per year. Benefit extends

to employees, employee's spouse or domestic partner, and eligible dependents.

- C. Assign an Account Executive based in California who is 100% dedicated to CalHR. This individual will be readily available for in-person meetings, including an annual Stewardship meeting at CalHR, and will actively support health fairs and other outreach events as requested.
- D. Provide organizational support including but not limited to Supervisor/Manager Orientation and Training, Supervisor/Manager Consultation, Formal Referrals (referral by HR, but participation is voluntary), Employee Orientation and Training, Critical Incident Support and reporting.
- E. Demonstrate expertise and experience in supporting First Responders and their families.
- F. Respond to inquiries from CalHR and employees.
- G. Provide and implement a marketing and implementation plan that is inclusive of all ability levels and is ADA compliant.
- H. Assist CalHR to define elements and provide any data to determine effectiveness.
- I. Develop and administer pre- and post-intervention surveys/clinical outcome measures.
- J. Increase employee participation and program engagement.
- K. Offer a diverse and experienced provider network that allows members to select from qualified, culturally competent EAP service providers based on various diversity factors, including gender, race, ethnicity, culture, LGBTQ+ status, job function competency, language, age, geographic location, in-person session availability, etc. This network should span all areas of California and nationwide, ensuring access to EAP assessment, short-term counseling, and referral services for clients in both major metropolitan and rural areas.
- L. Offer an enhanced member experience by facilitating access to a robust member website and mobile app, digital assessments and guidance, self-help tools, coaching, group support, virtual and in-person counseling, navigation to the appropriate type of care, and the ability for members to schedule provider appointments online.
- M. Provide training and resources, such as but not limited to, through Microsoft Teams or Zoom, webinars, or conference calls to department EAP coordinators and employees on how to utilize the online service.

## **5. DESCRIPTION**

### **A. VENDOR PROFILE EXPERIENCE**

- 1) Contractor must provide an organizational chart with resumes that identifies key state contacts, including the implementation team, IT/developer team, and

account team. Contractor must provide full legal name of the company and parent company, if applicable.

- 2) Contractor must provide the state with a dedicated Account Executive based in California.
- 3) Contractor must disclose if using a subcontractor and the work to be performed.
- 4) Contractor must identify and provide details on any litigation, arbitration, disciplinary, or other official actions not in the ordinary course of business related to your company. Contractor must provide the company's most recent financial statements.

## **B. CUSTOMER SERVICE**

- 1) Contractor shall inform CalHR in a timely manner of any material or technical issues related to delivering services during the course of the contract, including concerns raised by employees.
- 2) Contractor provides a designated state contact who shall be available during normal business hours (8:00 a.m. – 5:00 p.m. PST, Monday – Friday) for CalHR.
- 3) Contractor provides telephonic access for department EAP Coordinators and employees 24 hours a day, 7 days a week, including holidays.
- 4) Contractor shall have the scalability to handle an increased number of employees during the course of the contract.
- 5) Contractor shall utilize licensed mental health professionals for short-term EAP counseling.
- 6) Contractor will provide a defined process for notifying CalHR and making changes to the EAP.

## **C. APPROACH**

- 1) Contractor shall provide a communication and marketing plan, implementation plan with timelines, and examples of marketing materials from previous campaigns.
- 2) Contractor shall provide CalHR and the EAP Coordinators with marketing materials, including emails, flyers, posters, and digital board for CalHR general promotion and registration. Contractor shall use diverse and inclusive imagery.
- 3) Contractor shall remediate all digital materials for accessibility compliance for those using assistive technology, using CommonLook®.
- 4) Contractor shall assist CalHR in increasing employee participation and engagement.

## **D. PROGRAM QUALITY**

- 1) Contractor shall deliver a sound, evidence-based approach to improving mental health that serves a large and diverse employee population.
- 2) Contractor shall record all calls to the 800# and have a written process for monitoring the quality of the interactions.

- 3) Contractor shall have a written process for monitoring the quality of the EAP provider network that includes use of evidence-based clinical outcomes tools (e.g. GAD-7, PHQ-9).
- 4) Contractor shall have a written process around complaint resolution.
- 5) Contractor shall facilitate and cooperate with a third-party audit at CalHR's discretion.

#### **E. TECHNICAL CAPACITY**

- 1) Contractor shall host, manage, and secure all data.
- 2) Contractor shall provide an alternative process to using eligibility files, which may include use of state department email suffixes, and other options for employees without state-issued email addresses.
- 3) Contractor shall provide CalHR the ability to test run the program prior to going live, including ADA compliance testing. The EAP and all materials must comply with all HIPAA, EEOC (ADA and GINA) and other privacy statutes.
- 4) Program shall be responsive design for viewing on PC, MAC, phone, tablet, etc. Program must contain a mobile application or responsive design. Program shall utilize CalHR logo or graphics.
- 5) Contractor shall transfer all data, including the Uniform Resource Locator (URL) from existing contractor to new contractor at CalHR's direction.
- 6) Contractor shall ensure compatibility of program with the state supported web browser (i.e., Internet Explorer, Microsoft Edge).

#### **F. QUALITY OF TRAINING**

- 1) Contractor shall deliver statewide training via Microsoft Teams or Zoom, webinars, and/or conference calls to department EAP Coordinators and their team on programming, registration, implementation, and data analysis, as needed.
- 2) Contractor will adjust or customize training (e.g., registration and platform capabilities) to meet the needs of the state and provide recorded online tutorials for employees.

#### **G. DATA QUALITY AND PROGRAM EVALUATION**

- 1) Contractor will assist in determining both data elements to be included in the reporting and provide metrics on program engagement and effectiveness.
- 2) Contractor shall collect, analyze, and provide an aggregated, comprehensive report to CalHR on a quarterly basis, provide each department a utilization report for their employee base, or as determined and requested by CalHR's contract manager(s) and a monthly participation report to department EAP Coordinators. Contractor shall deliver in a format where reports can be exported to Excel.
- 3) Contractor shall assist in developing questions and administer pre- and post- intervention surveys/clinical outcomes measures.
- 4) Contractor shall store and maintain historical data records in electronic format, accessible to CalHR for a period of seven years beyond the Agreement termination or expiration of the Agreement.

#### **H. OPTIONAL**

Contractor shall provide any additional services pursuant to the contractor's RFP submission that have no added costs. This includes the following:

- 1) Contractor shall make the EAP service available to all members, spouse/domestic partners and eligible dependents at no additional cost.
- 2) Contractor supports a wide variety of EAP resources that go beyond traditional telephonic outreach to arrange counseling. These resources include virtual, in-person and self-guided tools across a continuum of care.
- 3) Contractor will create a fully customized EAP that can be localized for different groups/regions and includes a tiered session model and pricing based on employee role or bargaining unit.

#### **I. PERMITS**

- 1) Any EAP advice provided via EAP providers, training, blogs, or other methods shall be provided by credentialed and/or certificated mental health professionals.

#### **J. CONTRACTOR RESPONSIBILITIES**

The contractor shall comply with the Scope of Work, including any additions or modifications provided in the RFP response from the selected contractor. Contractor shall comply with performance guarantees (e.g., system availability, data accessibility or loss, transition services, other requirements pursuant to Exhibits A-G, reports, and timely administration of pre- and post-intervention/clinical outcome surveys) and its related fiscal penalties. As noted in contractor's response, the following will also be included:

- 1) Contractor compliance with ADA accessibility requirements includes ensuring color contrast throughout the EAP meet 508 compliance standards; providing test equivalents for non-text elements; adding alt text to images; providing text captions for video files; appropriately structured row and column headers; avoiding any content that causes flicker, and much more.
- 2) Contractor will provide administrators and EAP Coordinators with training on the member website, mobile app and accessing the EAP via the 800#. This training is included at no fee.
- 3) Contractor support includes all the initial program and portal design planning, drafting the initial communications, helping set up competitions, preloading all the initial content, holding weekly calls to review program progress, assisting administrators with all technology or program management questions, interpreting reports, making recommendations and making new content available throughout the program year.
- 4) Contractor will allow CalHR to launch custom surveys and polls at any time. CalHR can identify specific content to assemble into a course which can be supported by online content.
- 5) Contractor shall enter into a performance guarantee arrangement as set forth in below. Performance guarantees shall be measured from July 1 through June 31 annually.
- 6) Contractor must provide an organizational chart with resumes that identifies key state contacts, including the implementation team, IT/developer team, and account team. Contractor must provide full legal name of company and parent company, if applicable.
- 7) Contractor shall utilize licensed health professionals with the appropriate

education, credentials and certifications,

- 8) Contractor must disclose if using a subcontractor and the work to be performed.
- 9) Contractor must identify and provide details on any litigation, arbitration, disciplinary, or other official actions not in the ordinary course of business related to your company. Contractor must provide company's most recent financial statements.
- 10) Contractor will provide annual performance reports based on CalHR's strategic program goals.

Name	Area	Target	Performance Guarantee Description	Measurement	% of Fees at Risk
<b>EAP Network Access</b>	Network	95% of members with routine cases will have an option to see a provider available within 72 hours	The percentage of members who have the option to see a provider within 72 hours of initial request.	Contractor reporting	2%
<b>EAP Network Turnover</b>	Network	National provider voluntary turnover will be ≤5%	The percentage of total providers who voluntarily leave the network	Contractor reporting	1%
<b>Telephony</b>	Operations	Zero Busy Signals, 100% of calls	The percentage of calls that receive a busy signal	Contractor reporting	1%
<b>Telephony</b>	Operations	Vendor will agree to offer an abandonment rate of ≤ 5% after 30 second threshold	The percentage of calls that are abandoned after the 30 second threshold	Contractor reporting	1%
<b>Telephony</b>	Operations	Vendor will agree that 90% phone calls on the 24/7 line will be answered in 30 seconds or less	The percentage of calls to the 24/7 line that are answered within 30 seconds	Contractor reporting	1%
<b>Web/mobile app</b>	Operations	Vendor will agree that member websites and mobile apps are available 99.8% of the time, as measured by total downtime, exclusive of scheduled downtime	The percentage of time member websites and mobile apps are available	Contractor reporting	1%
<b>Client notification of technical issues/system outages</b>	Account Executive	100% of technical issues/system outages that impact member services will be acknowledged and communicated to CalHR via email notification within 30 minutes of detection	The percentage of time that notification of such issues is made within 30 minutes	Contractor reporting and validated by CalHR	5%

		or notification.			
<b>Utilization</b>	Operations	Utilization will be $\geq 15\%$	The number of eligible members who engage in with the EAP divided by total employees	Contractor reporting	3%
<b>Member Satisfaction</b>	Operations	95% of members responding to member satisfaction survey will rate their experience as 4 or greater on 5-point scale.	The number of members who rate their experience as 4 or greater on a 5-point scale divided by the total number of members who completed assessments.	Member survey	2%
<b>Reporting</b>	Account Management	EAP quarterly reporting will be delivered within 30 calendar days after the end of the quarter. Annual business review report will be delivered within 45 days of end of contract year.	End of the quarter + 30; End of the year + 45	Contractor delivery	1%
<b>Outcomes</b>	Operations	60%+ of participants with a clinical condition and two (2) or more outcome assessments show significant (reliable) clinical improvement on PHQ9 or GAD7.	Assessment outcomes	Member assessment	2%
<b>Outcomes</b>	Operations	60%+ of participants with two (2) or more outcome assessments with show significant improvement in job impairment/workplace productivity.	Assessment outcomes	Member assessment	2%
<b>ROI</b>	Account Management	Vendor to propose a PG on ROI with information about how ROI will be measured	Vendor to propose	Contractor reporting	2%



<b>Grievance Resolution</b>	Account Management	All grievances will be resolved within 30 days of filing	Time between date of grievances filing and resolution	Contractor reporting	1%
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**K. STATE RESPONSIBILITIES**

- 1) Any branding or logos required for the contractor and/or program.
- 2) Use CalHR website and encourage state departments to use their intranet sites to help promote the program.
- 3) Provide any required background materials.
- 4) Review and approve contractor marketing material

## EXHIBIT B

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### **BUDGET DETAIL AND PAYMENT PROVISIONS PRIVATE ENTITIES**

#### **1. INVOICING AND PAYMENT**

Contractor will submit an electronic or three (3) copies of the invoice to CalHR only after receiving written notice of satisfactory completion or acceptance of work by CalHR Contract Manager. **CalHR will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices will be submitted no more often than monthly, in arrears, bearing the contract number. Small business contractors must identify their certified small business status on the invoice.

Contractor must submit an electronic or three (3) copies of each invoice to the following address to expedite approval and payment:

CalHR Accounting Office  
Attention: Accounts Payable; Contract Number S2550001  
1515 S Street, North Building, Suite 500  
Sacramento, California 95811

Or  
[AccountsPayable@calhr.ca.gov](mailto:AccountsPayable@calhr.ca.gov)

Undisputed invoices will be paid within forty-five (45) days of the date received by CalHR Accounting Office.

#### **2. BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract will be of no further force and effect. In this event, CalHR will have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and the Contractor will not be obligated to perform any provisions of this Contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalHR will have the option to either: cancel this Contract with no liability occurring to CalHR or offer a contract Amendment to the contracted 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).

## EXHIBIT C

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### **GENERAL TERMS AND CONDITIONS**

Under the State of California's standardized contract process, a hardcopy of Exhibit C (GTC 02/2025) is not included in the standard contract package or in this solicitation document. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site:

<https://www.dgs.ca.gov/OLS/Resources>

The State's Standard agreement is STD 213 which can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std213.pdf>

If you do not have internet access, please contact the Bid Administrator below to receive a copy:

Contract Analyst RFP 25-500-01  
1515 S Street, North Building, Suite 500  
Sacramento, California 95811

CalHR Contracts Unit

[Reba.Sy@calhr.ca.gov](mailto:Reba.Sy@calhr.ca.gov) and [Tara.McGuinness@calhr.ca.gov](mailto:Tara.McGuinness@calhr.ca.gov)

## **EXHIBIT D**

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### ***SPECIAL TERMS AND CONDITIONS FOR THE DEPARTMENT OF HUMAN RESOURCES (OVER \$5,000 STANDARD PAYABLE)***

**1. EXCISE TAX:**

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

**2. RESOLUTION OF DISPUTES:**

In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The state and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the state and Contractor are unable to resolve the dispute, the decision of the Director or the Director's Designee shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

**3. AGENCY LIABILITY:**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, Contractor, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, Contractor, or contingent fee.

**4. POTENTIAL SUBCONTRACTORS:**

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it:

- A. Is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay
- B. Its subcontractors are an independent obligation from the State's obligation to make payments to the Contractor.

**5. SUBCONTRACTING:**

The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. The Contractor warrants, represents, and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should the state determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, the state may request substitution of the subcontractor.

**6. RENEWAL OF CCC:**

Contractor shall renew the Contractor Certification Clauses or successor documents every three years or as changes occur, whichever occurs sooner.

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**7. TERMINATION CLAUSE:**

The state may terminate this contract without cause upon 30 days' advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

**8. COMPUTER SOFTWARE:**

For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**9. EQUIPMENT RENTAL AGREEMENTS:**

This provision shall apply to equipment rental agreements. The state shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the state. The state's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the state or its officers, employees, or agents.

**10. CONTRACTOR COOPERATION DURING INVESTIGATION:**

The Contractor agrees to cooperate fully in any investigation conducted by or for CalHR regarding unsatisfactory work or allegedly unlawful conduct by CalHR employees or CalHR vendors. The word “cooperate” includes, but is not limited to, in a timely manner, making the Contractor’s staff available for interview and the Contractor’s records and documents available for review.

**11. CONFLICT OF INTEREST:**

**A. CURRENT AND FORMER STATE EMPLOYEES: (PCC SECTIONS 10410-10413)**

The Contractor should be aware of the following provisions regarding current or former state employees. If the Contractor has any questions on the status of any person rendering services or involved with the contract, the awarding agency must be contacted immediately for clarification.

[http://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8](http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8).

**B. PENALTY FOR VIOLATION: (PCC SECTION 10420)**

[http://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=9](http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=9)

**C. EXEMPTIONS: (PCC SECTION 10430)**

[http://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=10](http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=10)

**D. REPRESENTATIONAL CONFLICTS OF INTEREST:**

The Contractor must disclose to CalHR any activities by Contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to CalHR. CalHR may immediately terminate this contract if the Contractor fails to disclose the information required by this section. CalHR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

**E. FINANCIAL INTEREST IN CONTRACTS: (GOVERNMENT CODE SECTION 1090)**

Prohibitions applicable to specified officers.

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=1090.&lawCode=GOV](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1090.&lawCode=GOV)

**F. PROHIBITION FOR CONSULTING SERVICES CONTRACTS: (PCC 10335.5 ET SEQ.)**

Consulting services contracts defined by PCC Section 10335.5 and prohibitions pursuant to PCC Section 10365.5:

[http://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4](http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4)

**12. FORCE MAJEURE**

The parties' performance under this Contract is subject to government regulation, or governmental decision that restricts travel, acts of God, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract or alternatively postpone any hearing previously scheduled pursuant to this agreement, for any one or more of such reasons upon notice to the other party of such occurrence or receipt of any of the above occurrences. This agreement may be terminated, or alternatively the hearing postponed, for any one or more such reasons without prejudice or penalty.

**13. PRE-LITIGATION DISPUTE RESOLUTION PROCEDURES**

Any claim that the Contractor may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, extension of time, shall be submitted to CalHR, Legal Division within 10 days of discovery of the problem. Within 10 days of this filing, the Chief Counsel or Designee shall meet with the Contractor and assigned attorney for purposes of resolving the dispute. Should the Contractor disagree with the decision, the Contractor may appeal to the CalHR Director or Designee within 15 working days of the decision. The CalHR Director, or Designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Director or Designee shall be returned to the Contracted Contractor within 30 days of the meeting. The decision of the CalHR Director or Designee shall be final except that nothing in this section shall constitute a waiver by the Contractor to seek enforcement of any right under this contract after the above dispute resolution procedures have been exhausted.

**14. EVALUATION OF CONTRACTOR:**

Performance of the Contract under this Agreement may be evaluated. At the conclusion of the contract, an evaluation may be prepared on the Contract/Contractor Evaluation Sheet, STD. 4 and forwarded to the CalHR Purchasing and Contracts Services to be filed. Any negative evaluation may hinder Contractor's eligibility to enter into future agreements with CalHR.

#### **15. 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. 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 is 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.

#### **16. ORDER OF PRECEDENCE:**

In the event of any inconsistency between the terms, specifications, provisions, or attachments which constitute this Contract, the following order of precedence shall apply:

- A. The General Terms and Conditions
- B. The Std. 213
- C. The Scope of Work
- D. Any other incorporated attachments in the Contract by reference



## **EXHIBIT E**

### ***ADDITIONAL PROVISIONS***

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#### **1. COPYRIGHT**

All rights in copyright works created by the Contractor in the performance of work under this contract are the property of the Department of Human Resources (CalHR).

#### **2. EVALUATION OF CONTRACTOR FOR CONSULTANT CONTRACTS**

Performance of the Contractor under this Contract will be evaluated. At the conclusion of the contract, the evaluation will be prepared on the Contract/Contractor Evaluation Sheet, Std. 4 and forwarded to the Contract Services Office where they will be filed. A copy of any negative evaluation for contracts over \$5,000 will be sent to the Department of General Services (DGS), Office of Legal Services.

#### **3. CERTIFICATE OF INSURANCE**

##### **A. GENERAL PROVISIONS APPLYING TO ALL POLICIES**

##### **1) Coverage Term**

Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by CalHR at least ten days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

##### **2) Policy Cancellation or Termination & Notice of Non-Renewal**

Contractor will provide CalHR, within five business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, CalHR may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.

##### **3) Deductible**

Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

##### **4) Primary Clause – Any required insurance contained in this contract will be primary, and not excess or contributory, to any other insurance carried by CalHR.**

##### **5) Insurance Contractor Required Rating**

All insurance companies must carry a rating acceptable to the DGS Office of Risk and Insurance Management (ORIM). “A” or better and financial size category of “VII” or better to the latest edition of the AM Best’s Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. <https://www.dgs.ca.gov/ORIM>

6) Endorsements

Any required endorsements requested by CalHR must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance

Inadequate or lack of insurance does not negate Contractor's obligations under the contract.

**B. INSURANCE REQUIREMENTS:**

Contractor will furnish to CalHR evidence of the following required insurance:

1) Commercial General Liability

Contractor will maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage liability. The policy will include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance will apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy must include the following additional insured designation and endorsement:

**"Department of Human Resources, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this contract."**

The endorsement must be supplied under form acceptable to DGS ORIM.

In the case of Contractor's utilization of subcontractors to complete the contracted Scope of Work, the Contractor will include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to CalHR equal to policies, coverages, and limits required of the Contractor.

2) Automobile Liability

The Contractor will maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance will cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

3) Workers Compensation and Employers Liability

The Contractor will maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on state owned or controlled property the workers' compensation policy will contain a waiver of subrogation in favor of the state (CalHR). A **waiver of subrogation in favor of the State of California** will be provided.

4) Errors and Omissions/Professional Liability

The Contractor will maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate. The retro date will be shown on the

certificate of insurance and will be no later than the date of this contract or the date work under this contract begins.

**Subsequent renewals of the insurance certificate will be sent to the Contract Analyst, 1515 S Street, North Building, Room 500, Sacramento, California 95811. This name and address will appear on the certificate as the certificate holder.**

#### **4. PERMITS AND LICENSES**

The Contractor will procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

#### **5. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION:**

This will apply to all contractors whose terms with CalHR require or permit access to Confidential or Sensitive Information in conducting business with CalHR or performing duties under a Contract with CalHR. The Contractor will impose all the requirements of this provision on all its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Attachment 1. Also, a Nondisclosure Certificate, Attachment 2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to CalHR prior to being allowed such access.

#### **6. OPTION TO RENEW**

CalHR reserves the right to renew this Contract for two 1-year periods and add additional funds under the same terms and condition Contract Amendments – DVBE Program Requirements.

Disabled Veteran Business Enterprise (DVBE) program requirements will be included and made a part of any subsequent contract amendment(s) when DVBE program requirements were included as part of CalHR's original solicitation/contract effort. DVBE participation program goals (three percent) are extended through the amended contract termination date and include any additionally encumbered funds that are a result of the contract amendment. The 90 day and Final DVBE Subcontracting Activity Report will be included in all subsequent contract amendment(s). The contracted Contractor will be responsible for continued program compliance and reporting.

#### **7. CONTRACT AUDITS RELATED TO DVBE PROGRAM REQUIREMENTS**

The Contractor agrees that CalHR or its designee will have the right to review, obtain, or copy all records pertaining to performance of the contract as performance pertains to DVBE requirements. The Contractor agrees to provide CalHR or its representative with any relevant information requested and will permit CalHR or its representative access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The Contractor further agrees to maintain such records for a period of no less than three years after final payment under the contract.

## 8. DVBE SUBCONTRACTOR ACTIVITY REPORTS – CALHR 663

Contractor is required to furnish CalHR with reports of DVBE subcontractor activity using CalHR 663. Reports are to be made at 90 day intervals and must identify the DVBE subcontractor, the services performed, or commodities used and the total paid to the subcontractor during the quarterly period reported. A final activity report is to be submitted prior to the contract expiration date. If multiple DVBE contractors are providing services or commodities, Contractor must furnish individual reports for each DVBE subcontractor used.

The first report is due 90 days from the date of contract approval. At CalHR's request, the contracted Contractor will submit copies of the DVBE contractor's paid invoices issued for that 90-day reporting period or final report.

If Contractor fails to furnish the required reports, CalHR may withhold final payment until the Contractor provides the required reports and, when requested by CalHR, copies of paid invoices.

Final reports must be received by CalHR at least 14 days prior to the contract expiration date.

Reports will be made using the DVBE Activity Report Form 663, Exhibit E, Attachment 3. **All reports will be made to both the Department of Human Resources DVBE Advocate and the Project Manager for the contract as follows:**

Mail Reports to:

Department of Human Resources  
DVBE Advocate  
1515 S Street, North Building, Suite 500  
Sacramento, CA 95811

[Reba.Sy@calhr.ca.gov](mailto:Reba.Sy@calhr.ca.gov), [Tara.McGuinness@calhr.ca.gov](mailto:Tara.McGuinness@calhr.ca.gov) and  
[admin.contracts@calhr.ca.gov](mailto:admin.contracts@calhr.ca.gov)

### Substitution Of A DVBE Subcontractor

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per the Military and Veterans Code (MVC) 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due CalHR, and penalties as outlined in MVC 999.9; Public Contract Code (PCC) Section 10115, or PCC Section 4110 (applies to public works only). Contractor must immediately notify CalHR's SB/DVBE Advocate that substitution of a DVBE subcontractor is requested.

**9. CONTRACTOR CERTIFICATION OF PAYMENT TO SMALL BUSINESS AND DVBE SUBCONTRACTOR(S)**

- A. If, for this contract, the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this Contract) report to CalHR the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If, for this contract, the Contractor made a commitment to achieve DVBE participation, then the Contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) certify in a report to CalHR:
  - 1) The total amount the prime the Contractor received under the contract.
  - 2) The name and address of the DVBE(s) that participated in the performance of the contract.
  - 3) The amount each DVBE received from the prime Contractor.
  - 4) That all payments under the contract have been made to the DVBE.
  - 5) The actual percentage of DVBE participation was achieved. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation not less than \$2,500 and not to exceed \$25,000. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841)

Contractor Certification must be made using Bidder Certification of DVBE Participation - CalHR 662.

## **EXHIBIT E, ATTACHMENT 1**

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### ***PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION***

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Department of Human Resources ("Department") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department.
3. Contractor shall impose all the requirements of this Exhibit on all its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a state entity, but requires access to state information assets in conducting business with the state. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of state or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA and Protected Health Information (PHI) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of CalHR.
6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive Information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.

7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, end to end encryption of electronic data transmissions, encryption of data storage, and secure mailing and locked storage of paper and taped copies. Such measures may also include the establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential or Sensitive Information may be used.
8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access, are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify CalHR promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all state policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person or entity (except to the Department) without prior written approval from the Department.
14. At or before the termination date of the Contract, Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Department; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the Department's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit; and (iii) provision for eventual destruction in accordance with all applicable provisions of state and federal law using approved methods of confidential destruction.

15. Contractor agrees that 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, and that data custodian shall cooperate fully in such investigations.
16. Contractor's data custodian shall be responsible for all costs incurred by the data owner due to security incident resulting from the data custodian'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 data owner. If the data owner 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 data owner. 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.
17. Contractor shall cooperate with the Department's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
18. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.



**EXHIBIT E, ATTACHMENT 2**  

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***NON-DISCLOSURE CERTIFICATE***

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E, Attachment 1 of Contract No. 26-500-01 between \_\_\_\_\_ and the Department of Human Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit E, Attachment 1. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Representing (give name of Contractor/Affiliate): \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E, ATTACHMENT 3**  
**DVBE ACTIVITY REPORT**

<b>Contract Number:</b>		<b>Bid Number:</b>	
<b>Exhibit:</b>		<b>Attachment</b>	

**Required Reporting Format**

<b>Prime Contractor</b>		<b>DVBE Subcontractor</b>	
<b>Contact Name</b>		<b>Contact Name</b>	
<b>Telephone Number:</b>		<b>Telephone Number:</b>	
<b>CalHR Contract Number:</b>		<b>DVBE OSDS Number:</b>	
<b>Report Date:</b>		<b>Percent Subcontracted</b>	%
<b>Contracted Amount:</b>		<b>DVBE Commitment Goal</b>	%

<b>DVBE Invoice or Order Number</b>	<b>Date which the Service or Commodity was Provided</b>	<b>Service or Commodity Provided</b>	<b>Invoice Amount</b>	<b>Date Paid</b>
			\$	
			\$	
			\$	
			\$	
<b>TOTAL</b>			<b>\$</b>	

Are you making a ninety (90) day report? ☐ Yes ☐ No

Are you making a final report? ☐ Yes ☐ No

Report period: From: \_\_\_\_\_ through \_\_\_\_\_

What is the status of the DVBE services or commodities to be used? (i.e. Have the services begun, are the commodities on order, etc.?)

If the services and/or commodities have not been obtained, how and when will the commitment be achieved?

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## DVBE Activity Report Instructions

### Contractor:

1. Your firm is responsible for reporting your company's DVBE subcontractor activity.
2. If the DVBE services or commodities are of an ongoing nature throughout the term of the contract, your firm is required to provide 90-day activity reports.
3. If the contract is amended to extend the term, reports are required for the duration of the new term.  
3 If the DVBE services or commodities are a one-time purchase and meet the commitment goal, a single report will satisfy the reporting requirement.
4. The first report is due 90 days after the start date identified on the contract Example: If the contract start date is September 1: the first report is due December 1.
5. When the approval process of a contract extends beyond the anticipated contract start date, the first report is due 90-days after contract execution. For example: August 1, 2003 is the anticipated start date. However, contract execution is September 10, 2003. The first 90-day report will be due January 10, 2004.
6. Final Activity Reports are due 14 days prior to the contract expiration date.
7. Reports must be made to both the CalHR DVBE program manager and the Contract Manager

### Completing the DVBE Activity Report Form

1. Complete both Prime Contractor and DVBE Contractor Information; provide contact names and telephone numbers.
2. Identify the contract number associated with this report.
3. Provide the DVBE contractors Department of General Services OSDS certification number
4. Identify the report date and the percent subcontracted to the DVBE contractor.
5. Identify the contract amount and the DVBE sub-contracting commitment goal, expressed in dollars. The dollar amount will be equal to the percent of the total contract amount for which you have agreed to sub-contract with the DVBE contractor. Both the percent value and the commitment goal must agree with DVBE Proposer Requirements, originally submitted at the time of the bid response.
6. Provide the DVBE transaction information: Identify invoice or order numbers, dates the service or commodities were provided, the type of service or commodities provided, the invoiced amount and the date paid. Provide the total transaction amount(s) for this report.
7. The Department may request copies of paid invoices. If so, multiple copies of invoice(s) with submittal of this report.
8. Identify whether this report is a 90-day or final activity report. For 90-day activity reports, identify the report period.
9. Provide a status on the use of the DVBE. Are services needed yet? Will services begin soon? Are the commodities on order? Are commodities needed at a later phase of the contract? If so, identify when they will be required.
10. If the DVBE has not yet been utilized, explain when and how the commitment will be achieved.
11. Provide the firm's authorized signature and title.

Email form to: [admin.contracts@calhr.ca.gov](mailto:admin.contracts@calhr.ca.gov)

OR

Fax form into: CalHR DVBE Program Manager at (916) 327-0568

Contract Project Manager (see Exhibit A, Scope of Work for program contact information)

**EXHIBIT E, ATTACHMENT 4****SMALL BUSINESS AND DVBE SUBCONTRACTOR PAYMENT CERTIFICATION**

As the Contractor of record for the Department of Human Resources (CalHR), Contract \_\_\_\_\_, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the Contract, all payments have been made to the small business (SB) or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) for this contract. I understand certification must be made to the Department of Human Resources within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

*Instruction: Please copy this form to include as many Small Businesses or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form.*

*Return completed form to:*

*Department of Human Resources, Attention CalHR SB/DVBE Advocate, 1515 S Street, Suite 500N, Sacramento, CA 95811*

**Contracted Firm Name:**

Name of Firm Representative:

Title:

Phone:

Fax:

**Firm Address:**

Street

City

State

Zip

**CalHR Contract Number:**

**Total Amount Received Under this Contract:**

\$

**Date Final Payment Received:**

**SB - DVBE SUBCONTRACTOR INFORMATION**

**SB/DVBE Subcontractor**

**Address**

**Amount Paid**

**Participation Achieved**

Street City/State Zip

1

\$

%

2

\$

%

3

\$

%

4

\$

%

**Printed Name**

**Signature**

**Title**

**Report Date**

**EXHIBIT F**  

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***TECHNICAL AND PROCEDURAL DIRECTIVES***

1. All deliverables must adhere to CalHR document standards (Microsoft Word 2003 or higher) and must be delivered in an encrypted electronic format only.
2. All CalHR data must be encrypted on all computing devices and portable electronic storage media including, but not limited to, personal computers, portable laptop and notebook computers, personal digital assistants (PDA), portable electronic storage media (CD, DVD, floppies, thumb drives, media cards, external hard drives, backup tapes and any other media used to store electronic data).
3. File encryption should be a minimum of 256-bit AES encryption.
4. All hard drives that store CalHR data, whether external or internal to a personal computer, portable laptop, notebook computer or PDA must use whole disks encryption.
5. Contractor must be able to accept and open encrypted CalHR case files.
6. Contractor must use strong passwords for access to all systems containing CalHR case information. The password must be at least eight (8) characters in length and contain at least three of the following: upper case letter, lower case letter, number, or special character.
7. Passwords should be changed every three (3) months and should not be reused within a twenty-four (24) month period.
8. Contractor must not share passwords with anyone or use "auto complete" for system usernames and passwords.
9. If sending confidential case-related documents to CalHR, the Contractor must encrypt the document before sending it.
10. All passwords, login instructions, and authentication tools must be stored separately for the electronic device.
11. All personal computers, portable laptops, notebook computers, and PDA must use a password protected screen saver. The screen saver must activate after ten (10) minutes of inactivity.
12. Portable devices shall never be left in a public place or stored in vehicles unattended.
13. If any personal computer, portable laptop or notebook computer is part of any network, wired or wireless, the network must be secure.
14. Do not check any portable devices as luggage when traveling.

15. Contractor must have firewall software installed on all personal computers, portable laptops and notebook computers.
16. Contractors shall have anti-virus software loaded on all personal computers, portable laptops, notebooks computers, and all network servers used to store CalHR data.
17. Once work is completed, the contractor shall maintain an electronic or hard copy of all written reports for one year from the date of completion. All other data/documents must be destroyed. Hard copies of documents shall be shredded. Electronic documents maintained on any computing device or portable electronic storage media must be destroyed.
18. In the event that information is lost or stolen, the Contractor shall immediately contact the CalHR Information Security Officer at (916) 323-4496.

## **EXHIBIT G**

### ***INFORMATION MANAGEMENT SERVICES REQUIREMENTS***

#### **1. SECURITY SERVICES**

Contractor shall provide electronic security services. Defined security service features must include:

- A. System security including monitoring capabilities, tools, and procedures.
- B. Contractor represents and warrants to CalHR the sufficiency of its security standards, tools, technologies and procedures.
- C. Data integrity controls, which ensure contractor does not introduce material inconsistencies between various elements in the database.
- D. Data transmission security, which ensures verifiable data distribution wherein all applicable data transmissions are protected from unauthorized viewing, modification or duplication at all intermediate transfer points. Additionally, contractor must identify the method and/or software used in the transmission of data (i.e., data line, e-mail, Internet, etc.) between CalHR and contractor.
- E. Security audits, which protect logons and force logoffs of stations that are inactive for a defined period of time and security log audit reports that can be generated upon request.
- F. Contractor represents and warrants CalHR compliance with the following as they pertain to the records being held by contractor and only within the scope of the services being provided:
  - 1) The Information Practices Act (Civil Code Sections 1798 et seq.);
  - 2) Security provisions of the DGS State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 66B, 5300 et seq.);
  - 3) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 1 Type II audit. Audit results and contractor's plan to correct any negative findings shall be made available to CalHR upon request;
  - 4) Privacy provisions of the Federal Privacy Act of 1974; and
  - 5) Compliance with applicable industry standards and guidelines.
- G. At all times during the term of this agreement, contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with all of the provisions above.
- H. Contractor shall provide CalHR with relevant security logs, latency statistics, and other related system security data that affect this agreement and CalHR program data, at no cost to CalHR within 30 days of request.

- I. Contractor assumes responsibility for the security and confidentiality of the data under its control.
- J. Except as required by law, no data shall be copied, modified, destroyed or deleted by other than for normal operation or maintenance of the system during the term of the agreement without prior written notice to and written approval by CalHR. If any data is required by law to be copied, modified, destroyed or deleted by contractor, contractor shall provide advance written notice to CalHR of the legal basis for the requirement and a description of the affected data, except as required by law.
- K. Remote access to data from outside the continental United States, including remote access to data by authorized system support staff in identified support centers, is prohibited unless approved in advance by CalHR's Chief Information Officer and CalHR's Benefits Division Chief.

## **2. ACCESSIBILITY (INTERNET/MOBILE/ACCESS TO INFORMATION, ETC.)**

- A. Contractor must take reasonable steps to design, develop and maintain websites that are accessible to people with disabilities as well as those without disabilities.
- B. Websites must comply with the web accessibility standards in Government Codes Sections 7405 and 11135, which adopted the Section 508 standards issued by the United States Access Board, and the Priority 1 and 2 level checkpoints of the Web Content Accessibility Guidelines 2.1 (WCAG 2.1 "A" and "AA" Conformance Level) developed by the World Wide Web Consortium (W3C).
- C. Contractor must provide certification to CalHR, it has met the noted accessibility requirements.

## **3. SYSTEM AVAILABILITY**

Unless otherwise stated in the Scope of Work,

- A. The system shall be available 24 hours per day, 365 days per year (excluding agreed upon routine maintenance downtime).
- B. If the system monthly availability averages less than 99.3% (excluding agreed upon routine maintenance downtime), CalHR shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Scope of Work.
- C. If the system monthly availability averages less than 99.3% (excluding agreed upon routine maintenance downtime), for three or more months in a rolling 12-month period, CalHR may terminate the agreement for material breach in accordance with the Termination for Default provision in the DGS General Provisions – Information Technology document (DGS PD 401IT).  
  
[https://www.documents.dgs.ca.gov/dgs/fmc/gp/pd/pd\\_401IT.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gp/pd/pd_401IT.pdf)
- D. Contractor shall provide advance written notice to CalHR for any fundamental changes it makes to the IT design of the services, such as relocation of data centers, change in the primary server operating system platform, or change in the primary database platform.



#### **4. DATA AVAILABILITY**

Unless otherwise stated in the Scope of Work,

- A. The data shall be available 24 hours per day, 365 days per year (excluding agreed upon routine maintenance downtime).
- B. If data monthly availability averages less than 99.3% (excluding agreed upon routine maintenance downtime), CalHR shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Scope of Work, if CalHR is unable to access the data as a result of:
  - 1) Acts or omission of contractor;
  - 2) Acts or omissions of third parties working on behalf of contractor, including any agent, sub or affiliate of contractor;
  - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to contractor's network, servers or information systems, to the extent such attack would have been prevented by contractor taking reasonable industry standard precautions; or
  - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within contractor's direct or express control.

#### **5. ARCHITECTURAL REQUIREMENTS**

- A. The technical infrastructure supporting the system/software application must be fault tolerant with no single point of failure for processing, storage, or connectivity required for handling data.
- B. The technical architecture must provide both processing and data integrity while ensuring continuity of operational support through operational recovery capabilities.
- C. The contractor's system must be able to integrate with the CalHR's current infrastructure as described below when applicable.

Component	Comment
Client Interface	Web-based
Client Workstation Operating System	CalHR supported Windows Operating Systems
Document Formats	CalHR supported Microsoft Office versions
Data File Formats	Data files will be formatted according to layouts provided by CalHR
Protocols	TCP/IP, HTTPS, FTP over SSL (PGP encryption), SCP

## 6. RIGHTS TO DATA / PROPRIETARY OWNERSHIP

- A. Contractor accepts that all intellectual property belongs to CalHR. Intellectual property includes, but is not limited to:
- 1) The plan website URL [www.eap.calhr.ca.gov](http://www.eap.calhr.ca.gov)
  - 2) The toll-free number specific for the plan; 1-866-EAP-4SOC or 1-866-327-4762.
  - 3) Any branding associated with CalHR.
  - 4) All CalHR program data contained within the record-keeping system; and
  - 5) All history from the Plan data upon termination of the agreement.
- B. CalHR and contractor agree that as between them, all rights, including all intellectual property rights, in and to data shall remain the exclusive property of CalHR, and contractor has a limited, non-exclusive license to access and use the data as provided to contractor solely for performing its obligations under the agreement. Nothing herein shall be construed to confer any license or right to the data, including user tracking and exception data within the system, by implication, under copyright or other intellectual property rights, to any third party. Unauthorized use of data by contractor or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the system, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that has been authorized by CalHR.

Notwithstanding the foregoing, contractor shall retain all ownership rights and title to its proprietary systems and methodologies used in connection with the delivery of the administrative services during the course of this agreement, including but not limited to descriptions of the systems or methodologies, document and administrative form templates, project tools, systems, and software, owned by the contractor or licensed to the contractor by a third party.

## **7. BUSINESS CONTINUITY/DISASTER RECOVERY**

- A. Contractor maintains a Business Continuity Plan that contains plans to secure the environment to ensure continuity of business operations. Business continuity plans include processes to:
- 1) Reduce likelihood of business continuity events from occurring.
  - 2) Provide for ongoing maintenance, education, and testing of plan.
  - 3) Provide redundant hardware capabilities.
  - 4) Conduct an annual exercise to confirm continuity plans.
  - 5) Monitor changes to existing and additions to technology infrastructure using an externally audited change management process.
  - 6) Continuously identify improvement opportunities.
- B. In the event of disaster or catastrophic failure that results in significant data loss or extended loss of access to data, contractor shall notify CalHR by the fastest means available and also in writing, with additional notification provided to CalHR's Information Security Officer and CalHR's Benefits Division Chief. Contractor shall provide such notification within 24 hours after contractor has confirmed there has been such a disaster or catastrophic failure. In the notification, contractor shall inform CalHR of:
- 1) The scale and quantity of the data loss;
  - 2) What contractor has done or will do to recover the data and mitigate any deleterious effect of the data loss; and
  - 3) What corrective action contractor has taken or will take to prevent future data loss.
- If contractor fails to respond in a timely fashion and remedy the failure, CalHR may exercise its options for assessing damages or other remedies under this agreement.
- C. Contractor shall restore continuity of the system, restore accessibility of data, and repair the system as needed to continue to provide the administrative services under the agreement. Failure to do so may result in CalHR exercising its options for assessing damages or other remedies under this agreement.
- D. Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with CalHR. Contractor shall cooperate fully with CalHR, its agents and law enforcement.

## **8. RECORD RETENTION**

- A. Contractor will store and maintain historical records regarding CalHR program data in accordance with Exhibit A, Scope of Work.
- B. Contractor shall maintain all CalHR program documents in electronic format and provide

CalHR with access to such data in accordance with Exhibits A-G. Contractor will cooperate with CalHR and its designees to assist in issue resolution and other conversion related matters as deemed necessary for seven years beyond agreement termination or expiration in accordance with Exhibits A-G.

- C. For any document that is not subject to Exhibits A-G, contractor will provide CalHR with their standard retention policy.

## **9. DATA ACCESS SERVICES**

- A. Data Access Services are services that provide storage and access controls to data. They include sequential, index-sequential, and database management systems. Contractor will provide Data Access Services in accordance with its updated response to RFP #500-20-01, dated on or about January 21, 2020, to include:
  - 1) Data Integrity — Features to enhance data integrity such as locking at various levels to ensure database consistency and accuracy.
  - 2) Referential Integrity — A mechanism that ensures the enforcement of business rules.
  - 3) Backup/Restore — Facilities to copy the database to another storage location and restore it from that location.
  - 4) Restart/Recovery — Rollback facilities that allow transactions to be “backed out” without requiring a database restore.
  - 5) Security — Security controls for access to data stored in the record-keeping system, at a minimum, by user ID, roles, request, action, or content of the field.

## **10. DATA BREACHES**

- A. The Contractor, in recognizing the confidentiality of CalHR information, agrees to take all appropriate precautions to protect the confidential information obtained pursuant to this Agreement from unauthorized access, use, or disclosure. Upon identification of any unauthorized access or suspected unauthorized accesses, uses and/or disclosures (incidents), data breach, as defined by Civil Code Section 1798.29 (f), contractor shall promptly notify CalHR in writing (and by using such additional means of communication deemed necessary or reasonable under the circumstances), with additional notification provided to CalHR’s Chief Information Security Officer ([ISO@calhr.ca.gov](mailto:ISO@calhr.ca.gov)) and CalHR’s Benefits Division Chief ([Nicole.Griffith@calhr.ca.gov](mailto:Nicole.Griffith@calhr.ca.gov)). Contractor shall provide such notification within 72 hours after contractor reasonably identifies there has been unauthorized access (including suspected), use, or disclosure. Contractor’s notification shall identify:
  - 1) The nature of the data breach;
  - 2) The data accessed (including list of affected users), used or disclosed;
  - 3) The person(s) who accessed, used, disclosed and/or received data (if known);
  - 4) What contractor has done or will do to quarantine and mitigate the data breach (with

an estimated time when it will be completed); and

- 5) What corrective action contractor has taken or will take to prevent future data breaches.
  - 6) When notification has been sent to the affected user(s)? Please provide a copy of the notification letter to CalHR (both Chief Information Security Officer and Benefit Division's Chief).
- B. Contractor will provide daily updates, or more frequently if required by CalHR, regarding findings and actions performed by contractor until the data breach has been effectively resolved to CalHR's satisfaction.
- C. Contractor shall contain the data breach, ensure secure access to data, and repair the system as needed. Failure to do so may result in CalHR exercising its options for assessing damages or other remedies under this agreement.
- D. Notwithstanding the DGS General Provisions - Information Technology document in performing services under this agreement, and to the extent authorized by CalHR in the Scope of Work, contractor may be permitted by CalHR to use systems, or may be granted access to CalHR systems, which store, transmit or process state owned, licensed or maintained computerized data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If contractor causes or knowingly experiences a breach of the security of such data, contractor shall promptly report any breach of security of such system to CalHR following discovery or notification of the breach in the security of such data. CalHR's Information Security Officer and CalHR's Benefits Division Chief shall determine whether notification to the individuals whose data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and data that is not due to the fault of CalHR or any person or entity under the control of CalHR, contractor shall bear any and all costs associated with CalHR's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of one year of credit monitoring, subject to the dollar limitation specified in the DGS General Provisions – Information Technology document.
- These costs may include, but are not limited to reasonable staff time, material costs, postage, media announcements, and other directly identifiable costs associated with the breach of the security of such personal information.
- E. Contractor shall conduct an investigation of the data breach and shall share the report of the investigation with CalHR. Contractor shall cooperate fully with CalHR, its agents and law enforcement. Such report shall include:
- 1) A complete chronology of events that took place;
  - 2) An analysis of whether any failure to follow required data security procedures occurred, and if so, the cause of the failure; and
  - 3) A detailed list of steps being taken by contractor to ensure that a similar breach does not occur in the future.

## **11. ENCRYPTION**

Confidential, sensitive or personal information shall be encrypted in accordance with DGS State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

## **12. DATA LOCATION**

Unless otherwise stated in the Scope of Work and approved in advance by CalHR, the physical location of contractor's data center where the CalHR program data is stored shall be within the continental United States.

## **13. TRANSITION PERIOD**

- A. For nine months prior to the expiration date of this agreement, or upon notice of termination of this agreement and until the effective date of the termination, contractor shall assist the state in extracting and/or transitioning all data in the format determined by the state ("Transition Period").
- B. The Transition Period may be modified in the Scope of Work or as agreed upon in writing by the parties in an amendment to this Agreement.
- C. During the Transition Period, all system applications and data access shall continue to be made available to the state without alteration.
- D. Contractor agrees to compensate the state for damages or losses the state incurs as a result of contractor's failure to comply with this section in accordance with the Limitation of Liability provisions set forth in the DGS General Provisions - Information Technology document.
- E. Unless otherwise stated in the Scope of Work, contractor shall permanently destroy or render inaccessible any portion of the data in contractors' and/or a subcontractor of contractors' possession or control following the expiration of all obligations in this agreement. Within 30 days of such destruction, contractor shall issue a written statement to the state confirming the destruction or inaccessibility of the state's data.
- F. The state, at its option, may purchase additional transition services as agreed upon in the Scope of Work.

## **14. EXAMINATION AND AUDIT**

In addition to the Examination and Audit provisions set forth in the DGS General Provisions - Information Technology document, the following will apply unless otherwise stated in the Scope of Work:

- A. Upon reasonable cause and 30 days advance written request and in accordance with contractor security requirements, contractor agrees to provide the state or its designated representative with documentation related to contractor's applications, operational procedures, records and databases that relate to the services purchased by the state.
- B. After any significant data loss or data breach of the CalHR program database, or as a

result of any disaster or catastrophic failure, contractor will, at its expense, have an independent, industry-recognized, mutually agreed upon third party perform an information security audit. The audit results shall be shared with the state within seven days of contractor's receipt of such results. Upon contractor receiving the results of the audit, contractor will provide the state with written evidence of planned remediation within 30 days and promptly modify its security measures in order to meet its obligations under this agreement.

## **15. DISCOVERY**

Contractor shall promptly notify the state upon receipt of any requests which in any way might reasonably require access to the CalHR program data or the state's use of the information technology applications used to administer the CalHR program unless prohibited by law. Contractor shall promptly notify the state in writing (and by using such additional means of communication deemed reasonable or necessary under the circumstances), with additional notification provided to the CalHR's Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within 48 hours after contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at contractor regarding this agreement without first notifying CalHR unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to CalHR with adequate time to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the state unless authorized in writing to do so by the state.

## ACRONYMS

Full Name	Acronym
California Code of Regulations	CCR
California State Contracts Register	CSCR
Commercially Useful Function	CUF
Contractor Certification Clauses	CCC
Department of General Services	DGS
Department of Human Resources	CalHR
Disabled Veteran's Business Enterprise	DVBE
Equal Employment Opportunity Commission	EEOC
Federal Employee Identification Number	FEIN
General Terms and Conditions	GTC
Genetic Information Nondiscrimination Act	GINA
Health Insurance Portability and Accountability Act of 1996	HIPAA
Information Practices Act	IPA
Invitation For Bid	IFB
Military and Veteran's Code	MVC
Non-Small Business	NSB
Office of Small Business and Disabled Veteran Business Enterprise Services	OSDS
Pacific Standard Time	PST
Protected Health Insurance	PHI
Public Contracts Code	PCC
Request for Information	RFI
Request for Proposal	RFP
Small Business	SB
Target Area Contract Preference Act	TACPA
United Nations Standard Products and Services Codes	UNSPC