



**Request for Application (RFA)
Children's Medical Services (CMS) 11-001**

HIGH RISK INFANT FOLLOW-UP PROGRAM (HRIF)

Department of Health Care Services
Systems of Care Division/Children's Medical Service Branch
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A. RFA Purpose and Service Overview

Request For Application (RFA) Purpose

The California Department of Health Care Services (DHCS), Children's Medical Services (CMS) Branch, is requesting Applications from CCS-approved agencies to provide Coordinator services to facilitate the delivery of high risk infant follow-up (HRIF) services. HRIF services include, but are not limited to:

1. Interim comprehensive history and physical examination with neurologic assessment;
2. Developmental assessment;
3. Family psychosocial assessment;
4. Hearing evaluation;
5. Ophthalmologic assessment;
6. Coordinator services;
7. Home assessment as needed (based on medical necessity);
8. Outcome collection and reporting; and
9. Program monitoring and patient tracking.

This HRIF RFA is a informal solicitation for Applications from CCS-approved Regional HRIF Programs which are part of a CCS-approved Regional Neonatal Intensive Care Unit (NICU), to provide HRIF Coordinator services. A Regional NICU is defined as a nursery that has the capability of providing a full range of neonatal care services (intensive, intermediate, and continuing care) including neonatal surgery for severely ill neonates and infants. The Medical Director of a CCS-approved Regional NICU has the responsibility for ensuring HRIF Program services for infants who meet CCS HRIF eligibility criteria. Applicants must maintain their status as a CCS-approved Regional NICU for the duration of this Contract. Applicants must be members of the California Perinatal Quality Care Collaborative (CPQCC) and maintain that membership for the duration of this contract. Applicants must meet and maintain staffing requirements of a CCS-approved Regional HRIF Program for the duration of this contract. Applicants must document on-line HRIF reporting to CCS/CPQCC HRIF Quality of Care Initiative (QCI) (AKA WWW.CCSHRIF.ORG) and the submission of on-line reporting no later, than October 1, 2009 and must continue for the duration of this contract.

It is the intent of the CMS Branch to strengthen the role of the Coordinator and the provision of services in CCS HRIF Programs. This Application provides direct support of a HRIF Coordinator position at a CCS-approved Regional HRIF Program affiliated with a CCS-approved Regional NICU.

Service Overview: The Children's Medical Services Branch

The CMS Branch is in the Systems of Care Division of the California Department of Health Care Services (DHCS). The CMS Branch's mission is to assure the health of California's children. The CMS Branch provides a comprehensive system of health care for children through preventive screening, diagnostic, treatment, rehabilitation, and follow-up services.

The CMS Branch is responsible for administering the following four statewide programs:

1. California Children's Services (CCS) Program, which includes the Medical Therapy Program (MTP) and the High Risk Infant Follow-Up (HRIF) Program;
2. Child Health and Disability Prevention (CHDP) Program, which includes the Health Care Program for Children in Foster Care (HCPCFC);
3. Newborn Hearing Screening Program (NHSP); and
4. Genetically Handicapped Persons Program (GHPP).

The programs which are specific to the population served in the HRIF Program are further described below.

a. California Children's Services (CCS) Program

The CCS Program provides a full range of diagnostic and treatment services for children under twenty-one (21) years of age with CCS-eligible medical conditions. Services include hospital and physician care, laboratory and radiology services, durable medical equipment, pharmacy, home health, home infusion, multi-specialty and multidisciplinary team care, orthodontic services for severe malocclusion, physical and occupational therapy, case management services and assistance in traveling to health care providers and services. Examples of CCS-eligible conditions include, but are not limited to, chronic medical conditions such as cystic fibrosis, hemophilia, cerebral palsy, heart disease and cancer; traumatic injuries; and infectious diseases producing major sequelae. CCS also provides medical therapy services that are delivered at designated public school sites.

The CCS Program is administered as a partnership between county health departments and DHCS. Currently, approximately 80 percent (80%) of CCS-eligible children are also Medi-Cal eligible. The Medi-Cal Program reimburses for their medically necessary health care. Ten percent (10%) of the children are Healthy Families subscribers and ten percent (10%) either have no health insurance or insurance during only part of the year.

In counties with populations greater than 200,000 (independent counties), county staff perform all case management activities for eligible children residing within their county. This includes determining all phases of program eligibility, evaluating needs for specific services, determining the appropriate provider(s), and authorizing and paying for medically necessary care. For counties with populations under 200,000 (dependent counties), the CMS Branch provides case management and medical eligibility and benefits determination through its regional offices located in Sacramento and Los Angeles. Dependent counties interact directly with families and make decisions on financial and residential eligibility. The regional offices also provide consultation, technical assistance, and oversight to independent counties, individual CCS-paneled providers, hospitals, and the special care centers (SCC) within their region.

Children eligible for CCS must be residents of the California County in which they apply, have CCS-eligible conditions, and have family adjusted gross income of forty thousand dollars (\$40,000) or less in the most recent tax year. Children in families with higher incomes may still be eligible for CCS if the estimated out-of-pocket cost of care for the child's CCS-eligible condition is expected to exceed 20 percent of the family's adjusted gross income during a one-year period.

CCS currently provides services to approximately 185,000 children through a network of CCS-paneled (approved) specialty and subspecialty providers and SCCs.

The CCS Program, as California's Title V program for children with special health care needs, is specifically mandated by the Omnibus Reconciliation Act of 1989 to provide and promote family-centered, community-based, coordinated care for children with special health care needs, and facilitate the development of community-based systems of services for such children and their families (Section 501 (I) (D) of Title V of the Social Security Act).

b. CCS Medical Therapy Program (MTP)

The CCS MTP provides out-patient physical therapy, out-patient occupational therapy, and Medical Therapy Conference (MTC) services to children who meet specific medical eligibility criteria. These services are provided at a Medical Therapy Unit (MTU) located on a public school site. Licensed physical therapists and licensed occupational therapists, who are county employees, provide evaluation, treatment, consultation services, and case management to children with conditions such as cerebral palsy and other neurologic and musculoskeletal disorders.

c. High Risk Infant Follow-Up (HRIF) Program

The CCS HRIF Program started in the late 1970's to identify children who might develop CCS-eligible conditions after discharge from a CCS-approved NICU. CCS NICU Standards require that each CCS-approved NICU ensures HRIF follow-up services for infants discharged who meet CCS HRIF medical eligibility criteria and that each CCS-approved NICU shall either have an organized HRIF Program or a written agreement for the provision of these services by another CCS-approved HRIF Program. CCS-approved HRIF Programs are outpatient CCS SCCs and have been allowed to bill for a limited range of SCC diagnostic services. These services are incorporated into a unique Service Code Grouping (SCG) 06 as a result of a change in the authorization of services.

The CCS HRIF Program provides a limited number of core diagnostic services for infants up to three years of age. The following diagnostic services are reimbursable to a CCS HRIF Program:

- (1) An interim comprehensive history and physical examination, including neurologic assessment;
- (2) A developmental assessment (i.e., Bayley Scales of Infant Development [BSID] or an equivalent test);
- (3) A family psychosocial assessment;
- (4) A hearing evaluation; and
- (5) An ophthalmologic assessment.

The HRIF Coordinator services are reimbursable (including assisting families in accessing identified, needed interventions and facilitating linkages to other agencies and services).

The restructured CCS HRIF Program was implemented on July 1, 2006. The program is available to infants who meet CCS HRIF medical eligibility criteria and meet CCS medical eligibility criteria for NICU care or had a CCS eligible medical condition during their stay in a CCS-approved NICU, even if they were never a CCS client. Also, the program is available to infants who leave the NICU with a CCS eligible medical condition. For information on CCS-eligible medical conditions, see the California Code of Regulations, Title 22, Section 41515.1, et seq.

Effective July 1, 2006 CCS-approved HRIF Programs were required to submit to the CMS Branch HRIF report forms on the outcome and services provided to infants. In December 2008 Medical Directors of CCS-approved NICUs and HRIF Programs were notified of seven Statewide trainings held in February 2009 on the use of the web-based CCS/CPQCC HRIF QCI Reporting System. Subsequently, CCS-approved HRIF Programs were required to submit the required HRIF reporting elements, on-line, to WWW.CCShRIF.ORG, through the CCS/CPQCC HRIF QCI for infants born January 1, 2009 and thereafter. This Reporting System will be able to identify quality improvement opportunities for NICUs in the reduction of long term morbidity; allow the State to assess site-specific successes; and eventually allow programs to compare their activities with all sites throughout the state.

B. Period of Performance

The resulting contract will be for 36 months. DHCS anticipates the contract term to be from July 1, 2011 through June 30, 2014. The agreement term may change if DHCS makes a selection(s) earlier than expected or if DHCS cannot execute the agreement(s) in a timely manner due to unforeseen delays.

The resulting contract will be of no force or effect until it is approved by the Department of Health Care Services Contract Management Unit. The Contractor is hereby advised not to commence performance until all approvals have been obtained and a copy of the executed contract is transmitted to the Contractor.

C. Funding Limits

Funding for the services sought via this RFA for each contract is limited to the following amounts:

- A. Up to \$100,000 for the budget period of 07/01/11 through 06/30/12, per contract;
- B. Up to \$100,000 for the budget period of 07/01/12 through 06/30/13, per contract;
- C. Up to \$100,000 for the budget period of 07/01/13 through 06/30/14, per contract;
- D. Up to \$300,000 for the entire service period.

The total cost offered will not exceed this amount. The amount available for each contract will be dependent on the number of successful applicants. The continued funding of each HRIF Program for Fiscal Years 2012-13 and 2013-14 is contingent upon the availability of funds, upon HRIF Contractor performance and compliance with Contract requirements.

D. Key Action Dates

Below is the tentative time line for this RFA. All dates are approximate and may be changed if needed to allow for unanticipated delays or if DHCS needs additional time for response review, comparison, and contract execution.

Event	Date / Time (If applicable)
CMS Branch Releases RFA	02/28/2011 4:00 p.m.
Applicant Submits Written Questions	03/15/2011 4:00 p.m.
Applicant Advises of Intent to Participate in Conference Call	03/16/2011 4:00 p.m.
Applicant Teleconference	03/21/2011 10:00 a.m.
CMS Branch Emails Written Responses to Applicant's Questions	03/23/2011 5:00 p.m.
Applicant Submits Application	03/28/2011
CMS Branch Issues Award Letters	04/15/2011
Last Date for Applicant to Submit Appeal	04/29/2011
Contract Term Commences	07/01/2011
Contract Term Ends	06/30/2014

E. Questions

Direct questions about the services or about the instructions herein to CMS as indicated below.

Failure to report a known or suspected problem with this RFA or failure to seek clarification and/or correction of this RFA may result in an inaccurate or rejected bid or unanticipated work.

1. What to include in an inquiry

- a. Applicant's name, name of Applicant's program, mailing address, area code, telephone number, fax number, and email address.
- b. A description of the subject or issue in question or discrepancy found.
- c. RFA section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

2. Question deadline

Inquiries and questions will be not accepted after **4:00 p.m.** on **03/15/11**.

3. How to submit questions

Direct questions and inquiries to DHCS using the following method:

Email Inquiries
Email address: Rachel.Luxemberg@dhcs.ca.gov Subject: Questions Regarding the HRIF RFA

CMS will respond directly to each Applicant submitting an inquiry. If a question and response is determined to be of value to other potential respondents, CMS will transmit the question(s) and response(s) to the other Applicants on the Applicants List. At its discretion, CMS may contact an Applicant to seek clarification of any question or inquiry received. At its discretion, CMS may entertain questions received after the question deadline.

All questions received by the CMS Branch shall be answered in writing and once signed by the Chief Medical Officer, CMS Branch, or designee, will become official State responses. Any oral or informal inquiries and responses made will not in any way bind or obligate the State or otherwise extend any deadline in the RFA process.

F. Teleconference

CMS will conduct a voluntary Pre-Application Teleconference **from 10:00 a.m. to 12:00 noon, on March 21, 2011.**

The purposes for the teleconference are to 1) allow prospective Applicants to ask questions about the services sought or the RFA requirements, and 2) share the answers to general questions and inquiries received before and during the Teleconference.

To participate in the teleconference, use a touch-tone to dial **1-866-712-7598** and then enter the following participant access code: **2733502**. Prospective Applicants are encouraged to participate in the voluntary Application Teleconference. DHCS reserves the right not to repeat information for participants that join the teleconference after it has begun.

Prospective teleconference participants are requested to call Rachel Luxemberg at (916) 327-1443 by 4:00 p.m. on March 16, 2011 to indicate their likely intent to participate in the teleconference.

Spontaneous verbal remarks provided in response to questions/inquiries at the pre-application teleconference are unofficial and are not binding on DHCS unless later confirmed in writing.

Carefully review this RFA before the teleconference date to familiarize yourself with the qualification requirements, scope of work and Application content requirements. Prospective Applicants are encouraged to have their copy of the RFA available for viewing during the conference.

If DHCS is unable to respond to all inquiries received before and/or during the Teleconference, DHCS will provide written answers shortly thereafter. DHCS reserves the right to determine which inquiries will be answered during the teleconference and which will be answered later in writing.

G. Reasonable Accommodations

For individuals with disabilities, the DHCS will provide assistive services such as reading or writing assistance, and conversion of the Request for Application, questions/answers, RFA Addenda, or other Administrative Notices into Braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please call the number below to arrange for reasonable accommodations.

Rachel Luxemberg
Children's Medical Services Branch
Program telephone number (916) 327-1443
(TTY) California Relay telephone number 1-800-735-2929

NOTE: The range of assistive services available may be limited if requestors cannot allow ten or more State working days prior to date the alternate format material or assistance is needed.

H. Scope of Work

Performance Overview

Contractor agrees to provide to the DHCS the services described herein Attachment A: Scope of Work. (See Attachment A for a detailed description of the HRIF Coordinator's roles and responsibilities.)

I. Applicant Requirements

By submitting a bid and proposal, each Applicant certifies that it meets the following requirements.

1. Experience

a. Mandatory experience

Responding Applicants are to possess at least two consecutive years of experience of the type(s) listed in the Scope of Work (SOW) (Attachment A). All experience should have occurred within the past five years.

The HRIF Coordinator will need to meet the following requirements prior to the Contract being fully executed:

- 1) The HRIF Coordinator will be a CCS-paneled (approved): Pediatrician or Neonatologist, Pediatric Nurse Practitioner* (PNP), Nurse Specialist, Psychologist, Social Worker, Physical Therapist, or Occupational Therapist. *CCS-paneling (approval) is required for the PNP functioning as the HRIF Coordinator. See **Exhibit K: Individual Provider Paneling Application for Allied Health Care Professionals** for use by those Applicants that need to obtain CCS paneling for the HRIF Coordinator prior to Contract execution.
- 2) The HRIF Coordinator, licensed to practice in the State of California, will have at least two (2) years experience in a Regional or Community NICU; one (1) year in an HRIF Program or as a discharge planner for an NICU. This experience may have been at a comparable out-of-state facility. The Applicant must submit a copy of the Applicant's CCS Special Care Center HRIF Program Directory (Attachment 7) which identifies CCS HRIF required staff: HRIF Program Medical Director (pediatrician or neonatologist); HRIF coordinator, ophthalmologist, audiologist, psychologist, and social worker. The individual(s) who perform the developmental assessment must be identified. This individual will be a CCS-approved pediatrician or neonatologist, PNP, CCS-approved nurse specialist (i.e. a registered nurse with a Bachelor's of Science Degree in Nursing), CCS-approved physical therapist, CCS-approved occupational therapist, or CCS-approved psychologist and must be trained in the administration of each Developmental Assessment used.
- 3) The HRIF Coordinator will be responsible for providing the services as described in Attachment A: Scope of Work.
- 4) There shall be one HRIF Coordinator who will be employed for up to one (1) full time equivalent (FTE) position.
- 5) The HRIF Coordinator position will be paid through the Contract. The HRIF Coordinator shall not use the fee-for-service billing codes found in the CCS Program SCG 06 for reimbursement for any services provided under this Contract.

2. Staffing Requirements

Applicants must have trained and experienced personnel or labor resources with appropriate knowledge, skills and abilities to direct, supervise and perform all services outlined in the Scope of Work in a timely and efficient manner. The applicant must maintain HRIF core staff in addition to an HRIF Coordinator who meets criteria in the SOW.

3. Transportation and other resources

Applicant must have adequate transportation resources; materials, supplies and/or equipment to effectively perform all services outlined in the Scope of Work.

4. Past business history

All applicants must have a past record of sound business integrity and a history of providing efficient and timely service to prior clients and customers, including State agencies, if applicable.

5. Compliance with contract Terms and Conditions

Applicants must certify their willingness to comply with all terms and conditions contained and/or identified in the RFA section entitled, "Contract Terms and Conditions", including those terms in any referenced exhibits.

6. Prohibited Follow-On Services

Consultant Respondents must certify their price quote response is not in violation of Public Contract Code (PCC) Section 10365.5 and, if applicable, must identify previous consultant services contracts that are related in any manner to the services, goods, or supplies being acquired in this procurement.

PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.

PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement. Consultants and employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.

PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

7. Applicants submitting an Application in response to this RFA shall sign a written **Certification of Agreement Checklist (Attachment 2)** that indicates:

- A. The Applicant is a nonprofit organization.
- B. The Applicant has a past record of sound business integrity and a history of being responsive to past contractual obligations.
- C. The Applicant is financially stable, solvent, and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.
- D. The Applicant has read and is willing to comply with all terms, conditions, and Contract exhibits addressed in the RFA.

- E. The Applicant agrees to contain its indirect costs at a percentage rate not to exceed twenty-two percent (22%) of personnel costs including benefits.
- F. The Applicant is a facility with CCS-approved Regional NICU and a CCS-approved Regional HRIF Program and agrees to maintain that status for the duration of the Contract.
- G. The Applicant maintains all required core team members of a CCS-approved HRIF Program as described in **Attachment 7: CCS Special Care Center High Risk Infant Follow-Up (HRIF) Program Directory**.
- H. The facility is a member of CPQCC and agrees to maintain that membership for the duration of the Contract.
- I. The Applicant documents that the on-line submission of CCS/CPQCC QCI to WWW.CC SHRIF.ORG began no later than October 1, 2009 for infants born January 1, 2009 and thereafter.
- J. The Applicant agrees to fulfill all responsibilities and deliverables outlined in the RFA **Attachment A: Scope of Work**.

8. Liability Insurance

Pursuant to Provision 44 of the CMAS General Terms and Conditions Non-Information Technology Services, the winning Respondent must supply, within 30 days of contract execution, proof of liability insurance that meets the following requirements:

- a. The Contractor possesses commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.
- b. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.

9. Cost Section/Budget

The Applicant shall submit a budget with detailed projections on how funds shall be spent during each fiscal year of the Contract by completing **Attachment 4: Bid Worksheets – Bid (Year 1), Bid (Year 2), and Bid (Year 3)**. The budget will be a plan of operation for the HRIF Program stated in financial terms. The budget forms the basis for contract management and fiscal control. The budget shall be in line item format, showing the basis for computation of the cost and rounded to whole dollars. All components and items of the budget shall be identified with sufficient clarity to permit evaluation.

A budget justification narrative shall be submitted with the budget. This narrative shall support each line item contained in the budget and include a summary of responsibilities for each budgeted position. It is extremely important that the budget included in the Application/Contract is both supportive of the SOW and clearly understandable in its own right.

Submit the budget for each fiscal year of the proposed Contract in the following format. **A budget submitted in any other format shall not be accepted.**

A. Budget

1) Personnel Expenses

- (a) Personnel Expenses: The personnel expense line item must identify the HRIF Coordinator position to be funded under this RFA, the salary range for the position, the percent of the time the position shall be providing services to be funded under the RFA, and the resulting cost.
- (b) Fringe Benefits: Indicate the total amount of fringe benefits and express the percentage rate of the fringe benefits as a total of annual personnel service costs.

2) Operating Expenses

Allowable operating expenses shall be those expenditures exclusive of personnel services and benefits necessary for the performance of the contract terms that are not chargeable to the indirect expenses line item. Such expenses shall be contract-related and incurred during the term of the Contract. The following categories of operating expenses shall be identified:

- (a) General Expenses: This includes all costs that are general to the operation of the project and that are not identified as equipment, travel, subcontract or other cost. Examples of such expenses are office supplies, equipment maintenance, telephone, postage, answering service fees and other consumable items.
- (b) Space Rent/Lease: The costs of office or agency rental or lease shall be identified according to the total square feet, the cost per square footage, and the percent of time being used for Contract funded activities.
- (c) Printing: Identify the costs of printing, duplication and reproduction of materials used under the Contract.
- (d) Equipment Rental: Rental or leased equipment shall be budgeted as an operating expense.
- (e) Training: Staff development (training) may be budgeted. Registration fees, travel, and per diem for staff development shall be justified. No out-of-state training shall be allowed. Prior state approval is not required to attend conferences or training related activities in the Scope of Work.

3) Equipment Expenses

- (a) Equipment used solely for program activities may be budgeted if it is essential to the implementation and operation of the program. Contract funds shall not be used to reimburse the Applicant for equipment already purchased. All equipment purchased in whole or in part with State contract funds is the property of the State government and shall be tagged with State property identification tags.
- (b) Equipment purchases may be authorized for DHCS contracts. Items with a unit cost of more than \$5,000 shall be shown in the Equipment Expenses line item and shall require written justification and State authorization in writing before purchases can be made. Items with a unit cost of less than \$5,000 or having normal useful life of less than three years are not considered equipment and shall be included in the Other Expenses line item.

4) Travel

Travel and Per Diem: Program staff travel budget shall be based on the position's duties in relation to the scope of work. State funds shall not be used for out-of-state travel. Include travel and per diem costs for meetings and other activities required in the RFA. The State periodically establishes and adjusts travel rates and fees for state employees. Reimbursement for travel costs may not exceed State rates. See **Exhibit G: Travel Reimbursement Information**.

5) Subcontracts

Consultant Services: Consultant services are those services provided to the Applicant on a contractual basis by individuals who are not employees of the Applicant. Consultants shall be used only for activities directly related to activities contained in the RFA. The use of a consultant shall be clearly defined in the Budget Justification Narrative and in the SOW.

6) Other Expenses

Expenses that are not operating costs but are related to program operations and the provision of services shall be identified under Other Expenses. Examples of other expenses include equipment or furniture with a base unit cost of less than \$5,000 and a useful life of less than three years.

7) Indirect Costs

Indirect costs represent a fixed percentage of personnel costs, including benefits. The fixed percentage cannot exceed twenty-two (22) percent.

J. RFA Response Requirements

This RFA, the Applicant's response, bid, and the identified additional terms and conditions (i.e., exhibits) incorporated by reference will be made part of the resulting contract and procurement contract file.

Responses are to contain all requested information and data and conform to the format described in this RFA. It is the Applicant's responsibility to provide all necessary information for DHCS to evaluate the response, verify requested information and determine the Applicant's ability to perform the tasks and activities defined in the Scope of Work.

If staff offered by the selected contractor leave the Applicant's organization or are otherwise unable to participate in the resulting contract, they must be replaced with comparably qualified staff capable of performing the activities and tasks outlined in the Applicant's Statement of Work. All replacement staff are subject to approval by DHCS.

K. State's Rights

1. If deemed necessary by DHCS, DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. DHCS will advise the Applicant orally, by fax, email, or in writing of any documentation that is required and the submission time line. Failure to submit the required documentation by the date and time indicated may cause DHCS to deem a response nonresponsive and eliminate it from further consideration.
2. The submission of a response to this RFA does not obligate DHCS to make a contract award.
3. DHCS reserves the right to amend the resulting contract for time and/or quantity as deemed necessary to complete the project provided the extension does not cause the resulting duties to exceed allowable contract delegation limits.
4. DHCS reserves the right to deem incomplete responses non-responsive to the RFA requirements.
5. DHCS reserves the right to modify or cancel the RFA process at any time.
6. The following occurrences **may** cause DHCS to reject a response from further consideration. Failure of a respondent to:
 - a. Meet the stated respondent requirements by the submission deadline.
 - b. Failure to comply with a request to submit additional documentation in a timely manner.
 - c. Be willing and able to comply with all performance requirements, terms, conditions and/or exhibits that will appear in the resulting contract.

L. Response Forms / Assembly Instructions

Complete and return **an original and three copies** of each item listed in this section. When completing the attachments, follow the instructions in this section and the instructions appearing on each attachment. Unless otherwise indicated, do not submit supplemental information or other materials that DHCS has not requested. DHCS may choose to set aside or disregard any such material that is submitted.

A person authorized to bind the Applicant must sign each RFA attachment that requires a signature. All signatures must be in ink and preferably be in a color other than black.

After completing, developing, and/or signing (as applicable) the items identified below, assemble them in the order shown.

Required Documentation	Instructions
Application Cover Page (Attachment 1)	Complete the application cover page entirely and include the required signatures.
Certification of Agreement Checklist (Attachment 2)	Check Item 1 with “Yes”, “No”, or “N/A” (Not Applicable), then check Items 2 through 14 with “Yes” or “No”, and sign the form. If necessary, explain your firm’s responses.
Payee Data Record (Attachment 3)	Complete and return this form <u>only</u> if responding firm has not previously entered into a contract with DHCS. If uncertain, complete and return the form.
Bid (Attachment 4)	Complete the bid form entirely. Initial any changes/corrections made on this form.
Proposal (Attachment 5)	<p>Each proposal must include the following:</p> <ol style="list-style-type: none"> 1. Describe in the Applicant’s own words the understanding of DHCS needs. 2. Describe how this project will be integrated into the Applicant’s current obligations and workload. 3. Describe the Applicant’s overall expertise and capabilities. Focus on those services previously performed that are similar in nature, scope, complexity or related to those described in the Scope of Work. 4. Describe the proposed staffing plan. Indicate position or classification titles/levels, number of positions, reporting relationships of working staff to the HRIF Coordinator. Describe the major responsibilities that will be assigned to key personnel. Specifically address the HRIF Coordinator’s role and how work quality and timeliness will be addressed. Identify any known or proposed staff that will be used.

Required Documentation	Instructions
Scope of Work (Attachment 6)	<p>Include a Scope of Work and work plan:</p> <ol style="list-style-type: none"> 1. Briefly, explain or describe the overall approach and/or methods that will be used to accomplish the Scope of Work (SOW). 2. Explain why the particular approaches and methods that are proposed were chosen. 3. Explain what is unique, creative, or innovative about the proposed approaches and/or methods. 4. If any major complications or delays are envisioned at any stage of performance, describe those complications or delays and include a proposed strategy for overcoming those issues. 5. If, for any reason, the SOW does not wholly address each SOW requirement, fully explain each omission. 6. Identify the assumptions made in developing the SOW. 7. If applicable, identify any additional Contractor and/or State responsibilities included in the SOW that were omitted from DHCS' SOW. 8. Identify the specific tasks/activities and functions to be performed, i.e. education and outreach services, coordination with NICUs that provide referrals to your HRIF Program. 9. Indicate who will have primary responsibility for performing each major task/activity or function. 10. Include a proposed performance time line for each major task/activity or function.
CCS Special Care Center High Risk Infant Follow-up (HRIF) Program Directory (Attachment 7)	<p>Complete the CCS Special Care Center High Risk Infant Follow-Up (HRIF) Program Directory form as specified in the instructions and return the completed directory as Attachment 7 in the RFA application.</p> <p>For <u>each</u> individual identified as performing a developmental assessment, include or attach documentation of the training received for each developmental screener or developmental tool they used.</p>
List of CCS-Approved NICUs (Attachment 8)	<p>Include a list of the CCS-Approved NICUs for which the Applicant provides HRIF services.</p>
HRIF Coordinator Curriculum Vitae/Resume, Current California State License, Proof of CCS Paneling, and/or CCS Paneling Application (Attachment 9)	<p>A curriculum vitae/resume for the HRIF Coordinator who will play a key role in performing and/or managing the services. Include proof of CCS-paneling, proof of California State licensure, and experience, as described in Section H (Include a copy of CCS-panel application if the application has been submitted and if it is still under review by CMS Staff).</p>

Required Documentation	Instructions
CCS-Approved HRIF Core Team Staff Curriculum Vitae/Resume, Current California State License, Proof of CCS Paneling, and/or CCS Paneling Application (Attachment 10)	A curriculum vitae/resume for HRIF core team members who are performing and/or providing services. Include proof of CCS-paneling, proof of California State licensure, and experience (Medical director [pediatrician or neonatologist], ophthalmologist, audiologist, psychologist, social worker, and the individual(s) to performing the developmental assessment). Refer to Attachment 7.
Contract Information Form (Attachment 11)	A completed Contract Information Form.
Contractor Certification Clauses (Attachment 12)	An originally signed copy of the Contractor Certification Clauses.

M. Submission of RFA Responses

1. Submission Instructions

- a) All Applications and other submission shall be submitted in 12 point font, on three hole punched, 8 ½” by 11”, white bond paper, with one inch margins, no less than standard single spacing, with pages numbered sequentially.
- b) Assemble original and three copies of all required attachments and documentation together.
- c) Mail or arrange for hand delivery of the bid and proposal package to the Department of Health Care Services’ Children’s Medical Services Branch.
- d) Regardless of postmark or method of delivery, DHCS must receive the bid and proposal package by **4:00 p.m. on March 28, 2011** at the address shown below. DHCS will not consider late RFA packages.
- e) Label the RFA envelope as shown below and arrange for delivery of the RFA package to DHCS:

Courier or Hand Delivery
<p>RFA HRIF PROGRAM Attn: Rachel Luxemburg, M.A. Department of Health Care Services Children’s Medical Services Branch 1515 K Street, Suite 400 Sacramento, CA 95814-4040</p>

f) Delivery warning

- 1) DHCS' internal processing of U.S. mail may add up to 48 hours to the delivery time. If the response is mailed, consider using certified or registered mail and request a receipt upon delivery.
- 2) For hand deliveries, allow sufficient time to locate street metered parking and to sign-in at the security desk.

2. Proof of Timely Receipt

- a) To be timely, DHCS must receive responses in the manner and at the stated place of delivery no later than **4:00 p.m.** on the submission due date.
- b) Untimely responses will be deemed nonresponsive.

N. Bid Review / Selection Criteria

1. Shortly after the submission deadline, DHCS will review each response received and determine which responses are timely and complete. All responses should be complete upon receipt. **This is a Pass/Fail evaluation.**
2. The Applicant must meet all qualification requirements specified on Attachment 2: Certification of Agreement Checklist. For any question on the part of DHCS, the individual whose name is listed on the form will be contacted.
3. Each application will be reviewed on the following criteria:

SELECTION CRITERIA		Pass/Fail
1	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> No My facility is qualified to claim nonprofit status. [Check "N/A" if <u>not</u> a nonprofit organization.]	
2	<input type="checkbox"/> Yes <input type="checkbox"/> No My facility has a past record of sound business integrity and a history of being responsive to past contractual obligations.	
3	<input type="checkbox"/> Yes <input type="checkbox"/> No My facility is financially stable and solvent and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.	
4	<input type="checkbox"/> Yes <input type="checkbox"/> No My facility will fulfill all responsibilities and deliverables outlined in the RFA Exhibit A: Scope of Work.	
5	<input type="checkbox"/> Yes <input type="checkbox"/> No My facility has read and is willing to comply with all terms, conditions and contract exhibits addressed in the RFA.	
6	<input type="checkbox"/> Yes <input type="checkbox"/> No My facility will contain its indirect costs at a percentage rate not to exceed twenty-two percent (22%) of personnel costs including benefits.	
7	<input type="checkbox"/> Yes <input type="checkbox"/> No My facility has a CCS approved Regional NICU and a CCS-approved Regional HRIF Program, and will maintain approval status for the duration of the Contract.	

8	<input type="checkbox"/> Yes <input type="checkbox"/> No	My facility is a California Perinatal Quality Care Collaborative (CPQCC) member and shall maintain that membership for the duration of the Contract.	
9	<input type="checkbox"/> Yes <input type="checkbox"/> No	My facility has been reporting data online to WWW.CCSTRIF.ORG since October 1, 2009 and agrees to participate in the program evaluation activities, as specified by the CMS Branch.	
10	<input type="checkbox"/> Yes <input type="checkbox"/> No	My facility assures that the HRIF Coordinator for this project will be a CCS-paneled provider and licensed to practice in the State of California. The HRIF Coordinator shall be a Pediatrician or Neonatologist, Registered Nurse, Medical Social Worker, Occupational Therapist, Physical Therapist, or a Psychologist.	
11	<input type="checkbox"/> Yes <input type="checkbox"/> No	My facility assures that the HRIF Coordinator for this project will have at least two (2) years experience in a Regional or Community NICU; one (1) year of which must be in an HRIF program, or as a discharge planner for an NICU. This experience may have been at a comparable out-of-state facility.	
12	<input type="checkbox"/> Yes <input type="checkbox"/> No	My facility assures that the HRIF Coordinator will be paid through the contract and shall not use the HRIF fee-for-service billing codes to reimburse any services the HRIF Coordinator provides under this Contract. (For a list of these billing codes, see Exhibit J: CCS Program Service Code Grouping 06 – HRIF Program.)	
13	<input type="checkbox"/> Yes <input type="checkbox"/> No	My facility has and will maintain HRIF Program core team members for the duration of this contract. My facility assures that the individual(s) providing developmental assessments (i.e. developmental screener and/or developmental tests) have received training in the assessment(s) performed.	
14	My facility has submitted the Attachments to the RFA in the following order:		Pass/Fail
A	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 1: Application Cover Page	
B	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 2: Certification of Agreement Checklist	
C	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 3: Payee Data Record (STD 204)	
D	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 4: Bid (Attachments Year 1, Year 2, and Year 3)	
E	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 5: Proposal	
F	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 6: Scope of Work	
G	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 7: CCS Special Care Center High Risk Infant Follow-up (HRIF) Program Directory For <u>each</u> individual named as performing a developmental assessment, include or attach documentation of the training received for each developmental screener or developmental tool they used.	

H	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 8: List of CCS Approved NICUs for which the Applicant Provides HRIF Services	
I	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 9: HRIF Coordinator's Curriculum Vitae/Resume Include proof of State California Licensure; proof of CCS-paneling, or copy of CCS-panel application.	
J	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 10: CCS-Approved HRIF Core Team Staff Curriculum Vitae/Resume Include proof of State California Licensure; proof of CCS-paneling, or copy of CCS-panel application.	
K	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 11: Contract Information Form	
L	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 12: Contractor Certification Clauses	

4. Each offer for services will be reviewed and scored on the following criteria:

Selection Criteria	Points
Applicant Capability – understanding of DHCS's need, project integration, overall capabilities, experience performing comparable services, etc.	15
Scope of Work – adequacy of time lines; soundness and comprehensiveness of methods and approaches, likelihood of proposed procedures and methods to achieve desired results; adequacy of detailed work plan to identify specified tasks, activities, functions, deliverables, etc.	45
Staffing plan and resumes – adequacy of labor allocation, numbers of staff, assigned responsibilities, adequacy of staff experience, qualifications and capabilities, etc.	10
Cost Considerations <u>Lowest Offered Cost</u> Other Offer's Total Cost x Cost points available	30
Grand Total	100

5. In evaluating RFA responses, raters may consider issues including, but not limited to, the extent to which a response:

- a) Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or
- b) Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or
- c) Clearly demonstrates the Applicant's understanding of DHCS' needs, the services sought, and/or the contractor's responsibilities, and/or
- d) Illustrates the Applicant's capability to perform all services and meet all SOW and performance requirements, and/or
- e) Will contribute to the achievement of DHCS' goals and objectives if implemented, and/or
- f) Demonstrates the Applicant's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

O. Bid Mistakes

Bid should not exceed the stated amount of available funding indicated in the cover letter of this RFA.

If prior to contract award, award confirmation, or contract signing, the Applicant discovers a mistake in their bid that renders the Applicant unable or unwilling to perform all services, the Applicant must immediately notify DHCS and submit a written request to withdraw its RFA response. Withdrawal instructions will be supplied upon request.

P. Contract Award

1. Award of contracts, if awarded, will be to eligible Applicants that DHCS believes can best meet its needs. DHCS intends to select Applicants earning passing scores in all areas. Consideration may be given to each Applicant's past experience, qualifications, personnel resources, and management capabilities.
2. DHCS will verbally notify the chosen Applicants and will follow-up the verbal notice in writing via fax or email. DHCS will fax or email a notice of award to each Applicant that submits a bid in response to this RFA.

Q. Award Objections

California law does not provide a protest or appeal process against award decisions made through an informal selection method. Applicants submitting a response to this RFA may not protest or appeal the award. The Department's award decision shall be final.

R. Disposition of Materials Following Award

All materials submitted in response to this RFA will become the property of the DHCS and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). DHCS will disregard any language purporting to render all or portions of any response and price offer confidential.

Following DHCS' award decision, DHCS will notify the intended awardees and will share the name of the intended awardees to any inquires. Following contract approval, all materials submitted in response to this RFA and all documents used in the award process shall be available for review, inspection, and copying during normal business hours.

S. Inspecting or Obtaining Copies of Offers and/or Response Materials

Persons wishing to inspect or obtain copies of any response, bid offer, or RFA related materials may submit a written request to DHCS via email, U.S Postal Service, or personal delivery at the address identified below. The requestor must specifically identify and/or describe the items they wish to receive copies of and indicate the number of copies requested. Electronic copies may not be available.

DHCS reserves the right to impose a charge of **ten cents** per page for all requested copies. If a copying/ mailing fee is imposed, the requestor will be required to submit a check covering the copying and/or mailing costs to DHCS at the address noted below. DHCS will attempt to fulfill all copy requests as promptly as possible. Submit copy requests as follows:

U.S. Postal Service:	Courier or Hand Delivery:
Request for Copies RFA HRIF PROGRAM Attn: Rachel Luxemburg, M.A. Department of Health Care Services Children’s Medical Services Branch MS Code 8100 P.O. Box 997413 Sacramento, CA 95899-7413	Request for Copies RFA HRIF PROGRAM Attn: Rachel Luxemburg, M.A. Department of Health Care Services Children’s Medical Services Branch 1515 K Street, Suite 400 Sacramento, CA 95814-4040
Email: Rachel.Luxemburg@dhcs.ca.gov	

T. Agency Terms and Conditions

1. Loss Leader Clause

It is unlawful for any person engaged in business within this state (California) to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

2. Other Terms and Conditions

The winning Applicants will be awarded a contract that cites DHCS’ Scope of Work, the Applicant’s Statement of Work, the Applicant’s bid or rate sheet, the RFA, and one or more of the exhibits identified below.

U. RFA Attachments

ATTACHMENT	ATTACHMENT NAME
Attachment A	Scope of Work

V. RFA Exhibits

EXHIBIT	EXHIBIT NAME
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions http://www.ols.dgs.ca.gov/Standard+Language/default.htm
Exhibit D(F)	Special Terms and Conditions
Exhibit E	Additional Provisions
Exhibit F	Contractor's Release
Exhibit G	Travel Reimbursement Information
Exhibit H	HIPAA Business Associate Addendum
Exhibit I	CCS Approved NICUs: Regional, Community, and Intermediate
Exhibit J	CCS Program Service Code Groupings 06 – HRIF Program
Exhibit K	Individual Provider Paneling Application for Allied Health Care Professionals http://www.dhcs.ca.gov/formsandpubs/forms/Forms/ChildMedSvcForms/dhcs4515.pdf

W. RFA Attachment #

ATTACHMENT #	ATTACHMENT NAME
Attachment 1	Application Cover Page
Attachment 2	Certification of Agreement Checklist
Attachment 3	Payee Data Record
Attachment 4	Bid
Attachment 5	Proposal
Attachment 6	Scope of Work
Attachment 7	CCS Special Care Center High Risk Infant Follow-Up (HRIF) Program Directory
Attachment 8	List of CCS Approved NICUs for which the Applicant Provides HRIF Services
Attachment 9	HRIF Coordinator Curriculum Vitae/Resume, Licensure, and Paneling
Attachment 10	CCS-Approved HRIF Core Team Staff Curriculum Vitae/Resume, Licensure, and Paneling
Attachment 11	Contract Information Form
Attachment 12	Contractor Certification Clauses