

Request for Proposal: E-Prescribing Product

Questions & Answers

Qualifications	
Q	Section 4.7 read: 4.7 Applicant Organization’s must be located in California. Our company is a registered Michigan Minority Business that has been headquartered in Wixom, MI for 28 years. Does this reference to California require that only California headquartered companies can submit RFP responses, or does this imply that the RFP respondent must have a California office location at the time of submission? Please clarify as soon as possible,
A	Applicants may be located in any U.S. State
Q	What does it mean for Applicant Organization to be “located in California?”
A	Applicants may be located in any U.S. State

General	
Q	Is a Commercial Off-the-Shelf (COTS) e-prescribing solution acceptable? If so, are there any customizations required?
A	Yes. We anticipate the selected solution will fully meet standards and not require customization.
Q	Is the demonstration of the e-prescribing solution expected to be in person? If so, where?
A	Demonstration will be over zoom
Q	Insurance Requirements – what are the coverage requirements and amounts?
A	<p>CalMHSA’s Insurance Requirements are below:</p> <p>INSURANCE. Contractor and its CalMHSA authorized subcontractors utilized on this Agreement shall purchase and maintain policies of insurance with an insurer or insurers. If Contractor has any employees or offices in the State of California, its insurers must be admitted in the State of California, and with a current A.M. Best’s rating of no less than A-. If Contractor subcontracts any portion of Contractor’s duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided below. If Contractor is a California public entity, Contractor may satisfy the below requirements through commercial insurance or through self-insurance. Insurance shall include:</p> <ul style="list-style-type: none"> A. If Contractor has employees, Contractor shall carry <u>workers’ compensation</u> insurance per the laws of the State of California (or the laws of the State in which the employees perform their work), and such insurance shall waive subrogation against CalMHSA. B. Contractor shall carry <u>automobile liability</u> insurance including coverage for owned and hired vehicles. For non-owned vehicles, employees, consultants of Contractors and any subcontractors must be required to carry their own insurance. Such insurance is required should Contractor, its employee, consultants, or its subcontractor use a vehicle in the performance of any of the Services under this Agreement. C. Contractor shall also carry <u>commercial general liability</u> insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence. In the event

this Agreement is for a total amount of \$5,000,000 or more, such policies shall have limits of at least \$2,000,000 per accident or occurrence.

- D. If applicable (i.e., **Contractor or its employees, contractors or subcontractors are providing professional services, advisory services, are professionals or licensed in their field or are providing technology/development work**), Contractor shall carry professional liability insurance applicable to wrongful acts, errors or omissions that may cause financial loss to CalMHSA, including contractual liability, with limits of at least \$1,000,000 per claim, or at least \$2,000,000 per claim if the total amount of this Agreement exceeds \$5,000,000. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least four years thereafter. Contractor must provide its and its subcontractors' professional liability insurance coverage certificate each year or when asked by CalMHSA.
- E. If Contractor has employees with access to CalMHSA funds or financial accounts, Contractor shall maintain a commercial crime (fidelity) policy with third-party property and employee dishonesty coverage with a minimum limit of \$1,000,000.
- F. Each policy of insurance required in Subsection C shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) calendar days' written notice shall be given to CalMHSA prior to cancellation of such policy; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.
- G. Contractor shall notify CalMHSA of any material change in each policy required under this Section at least thirty (30) calendar days prior to any such change. Contractor shall immediately, and in no instance later than seven (7) calendar days after, notify CalMHSA in the event of the cancellation or failure to renew of any policy required in this Section.
- H. As to any policy of insurance required by this Section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.
- I. Prior to commencing work, and with no additional request from CalMHSA, Contractor shall deliver to CalMHSA certificates of insurance ("COI") and at the beginning of each new year of the Term and any COIs for professional liability coverage for each of the 4 years following the end of the Term per Section C, as well as any required additional insured endorsements demonstrating compliance with these requirements. Upon request by CalMHSA, Contractor shall provide copies of any required insurance policies within ten (10) business days. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, terminate this Agreement, or secure such insurance in the name of and for the account of Contractor, and in such event, Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.
- J. If Contractor does not include all subcontractors as insureds under Contractor's own policies, Contractors shall provide CalMHSA with each subcontractor's evidence of insurance coverage as required of Contractor. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein and shall require that each subcontractor name CalMHSA and Contractor as additional insureds on the subcontractor's commercial general liability policy. Contractor shall obtain CalMHSA's prior written approval of any subcontractor request for modification of the required insurance.
- K. Certificate holder on the policy as "California Mental Health Services Authority (CalMHSA) 1610 Arden Way, Suite 175, Sacramento, CA 95815"

Fiscal	
Q	How long is the initial funding commitment for the e-prescribing solution?
A	This is to be determined.
Q	Can Proposer’s most recent financial statements be “Compiled” (and not Audited) by the Proposer’s third-party CPA?
A	Compiled financial statements will suffice if audited financial statements are not yet available
Q	Can Proposer’s most recent financial statements be provided just prior to award contract?
A	At the minimum, please provide financial statements at the time proposals are due.