



**NATIVIDAD MEDICAL CENTER
CONTRACTS/PURCHASING DIVISION
1441 CONSTITUTION BLVD
SALINAS, CA 93906**

**REQUEST FOR PROPOSALS
9600-71
For
Enterprise Master Person Index System
For County of Monterey**

Proposals are due by 3:00 pm (PST) on September 22, 2017

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide the County of Monterey with an Enterprise Master Person Index (EMPI) system for the Natividad Medical Center (NMC) and the Monterey County Health Department’s (MCHD) Outpatient Clinics and Behavioral Health Services.
- 1.2 As part of this solicitation, the County is seeking Master Person Index (MPI) conversion and deduplication services for the existing EHR systems identified in this RFP prior to implementation.
- 1.3 The goal of the software and system acquisition is to provide and maintain a single longitudinal identifier for patient/clients that receive services at NMC and MCHD.
- 1.4 The target commencement date and term for the proposed services is March, 2018, through February, 2021, subject to negotiation of a final agreement.

2.0 BACKGROUND INFORMATION

- 2.1 Natividad Medical Center is a 172-bed acute care hospital owned and operated by Monterey County. As the safety-net hospital providing healthcare to the residents of Monterey County for over 131 years, Natividad provides healthcare access to all patients regardless of their ability to pay. The hospital operates with a medical staff of over 300 physicians and has several specialty clinics and outpatient primary care clinics on its Salinas, CA campus.

Natividad Medical Center is a Level II Trauma Center providing the immediate availability of specialized personnel, equipment, and services to treat the most severe and critical injuries.

Natividad is the only teaching hospital on the Central Coast, through its affiliation with the University of California, San Francisco (UCSF). Recognized nationally and internationally as a model program, Natividad’s Family Medicine Residency Program is postgraduate training for physicians specializing in family medicine. About 1/3 of the graduates remain on the central coast to establish a practice.

Natividad is fully accredited by The Joint Commission and is governed by a Board of Trustees, under the guidance of the Monterey County Board of Supervisors.

Calendar year 2016 profile for NMC:

Number of employees: 1,071

Admissions: 8,690

ED Visits: 51,730

Births: 2,499

Outpatient visits in 2015: 70,522
Surgeries: 3,558

- 2.2 The Monterey County Health Department (MCHD) is a County agency that has been established to provide a broad range of Public Health services. Its mission is to enhance, protect and improve the health of the people in Monterey County. To accomplish this, the Department provides a wide variety of health-related services in the areas of public health, environmental health, behavioral health and clinic services.

MCHD serves over 415,000 Monterey County residents through its nearly 800 employees organized in 7 Bureaus:

Administration Bureau

Provides Budget and Finance, Human Resources, Planning/Evaluation/Policy, Information Technology, and Facilities functions in addition to oversight of the six other Bureaus.

Behavioral Health Bureau (12 Clinics)

Links County residents who have mental health and addictive disorders to a continuum of behavioral health interventions such as inpatient hospitalization, crisis interventions, recovery programs, prevention services, supportive housing, wellness centers, and outpatient services

Clinic Services Bureau (7 Clinics)

Operates seven FQHC look-alike clinics providing comprehensive primary medical care, health promotion education and disease prevention services regardless of the patient's ability to pay.

Emergency Medical Services (EMS) Agency

Works with partners to provide medical care to pre-hospital emergency patients by maintaining an EMS system, paramedic/ambulance franchise, EMS training programs, and preparing disaster plans. This division plans, coordinates and evaluates emergency medical services to ensure that emergency medical care is available and consistent at the emergency scene, during transport and in the emergency room.

Environmental Health Bureau

Educates the public and enforces federal, state and local statutes covering consumer health, drinking water, environmental health reviews, hazardous materials, recycling and resources recovery, and solid waste management. This Bureau also oversees the Animal Services Program which includes education, protection, licensing, adoption, and spay/neuter services.

Public Health Bureau

Includes Children's Medical Services; Disease Prevention and Control; Public Health Laboratory; Women, Infants, and Children's Program; Nutrition Services; and Regional Health Teams which conduct Case Management and Home Visits related

to health needs. Programs in the Bureau cover several essential public health services, including surveillance, disaster preparedness, diagnosing and addressing health problems, outreach and education, and mobilizing community partnerships to identify and solve health problems.

Public Administration/Public Guardian

Controls and safeguards all property subject to loss, injury, waste, or misappropriation of Monterey County residents who died without leaving a will or apparent heirs, and also acts as a Representative Payee for Monterey County Residents who are incapable of managing their public entitlement benefits on their own behalf.

- 2.3 California’s Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020, was approved by the Centers for Medicare and Medicaid Services (CMS) on December 30, 2015. Medi-Cal 2020 will guide us through the next five years as we work to transform and improve the quality of care, access, and efficiency of health care services.
- 2.4 Two specific programs are necessitating greater collaboration amongst County of Monterey agencies:
 - a) *The Public Hospital Redesign and Incentives in Medi-Cal (PRIME)* Pool builds upon the Bridge to Reform Waiver’s Delivery System Reform Incentive Payments (DSRIP) program to improve the quality and value of care provided by California’s safety net hospitals and hospital systems.
 - b) *The Whole Person Care (WPC)* regional pilots focus on the coordination of health, behavioral health, and social services, as applicable, in a patient-centered manner with the goals of improved beneficiary health and well-being through more efficient and effective use of resources.
- 2.5 The County of Monterey’s public hospital (NMC) and health department (MCHD) have three disparate electronic health record systems with their own Master Person Index (MPI). This poses significant obstacles with the coordination of patient care as they transition across a spectrum of service throughout the County. It will also impacts its ability to accurately report wellness metrics to support payment under the new models. An EMPI will address this gap.
- 2.6 The following are the three (3) major Electronic Health Record systems being utilized in the County of Monterey and the focus of this RFP.

Agency	Application	Vendor	Hosting Location
NMC	Meditech EHR 5.67 (C/S)	MEDITECH	On Premises (non-SaaS)
MCHD	Epic	OCHIN	Off Premises (SaaS)
MCHD BH	Avatar	Netsmart Technologies	Off Premises (SaaS)

- 2.7 NMC intends to update its Meditech EHR to version 6.1x within the next 36 months.
- 2.8 The County of Monterey may extend EMPI services to its other agencies EHR and care management systems in the future.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	August 23, 2017
3.2	Deadline to ask Questions	September 6, 2017
3.3	Proposal Submittal Deadline	September 22, 2017
3.4	Shortlist announced on or before	October 13, 2017
3.5	Scheduled Demonstrations (ESTIMATED) <i>(See Section 3.10 below for more info on demos)</i>	October 30, 2017 – November 3, 2017
3.6	Estimated Notification of Final Selection	November 17, 2017
3.7	Estimated AGREEMENT Date	January 19th, 2018

This schedule is subject to change as necessary.

- 3.8 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a Natividad Medical Center mailing, shall contact the person designated in the NATIVIDAD POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing Natividad Medical Center of their mailing information or by regularly checking the NMC website at www.natividad.com (Vendors tab). Addenda will be posted on the website the day they are released.
- 3.9 **DEMONSTRATIONS:** After reviewing the written proposals received NMC will announce a shortlist of qualified vendors who will then be invited to provide their system demonstrations for NMC and Monterey County Health Department representatives. Only those vendors who make the shortlist will be invited to provide demonstrations. Each vendor will be given one hour to present their proposed EMPI Request for Proposal (RFP) and to address any questions with the NMC representatives. System Demonstrations will not be scheduled until after the shortlist is announced. NMC intends to announce the shortlist by October 13, 2017 and at that time shall invite the shortlisted vendors to participate in demonstrations. It is estimated that demonstrations will be scheduled between October 30 through November 3, 2017. All dates stated herein are subject to change and should this occur, NMC will release an Addendum announcing the changed/revised dates.

3.9.1 All system demonstrations shall be offered remotely to NMC utilizing the internet in whatever means CONTRACTOR would like to arrange. Traveling here in person to provide demonstrations is not necessary nor requested.

3.9.2 NMC shall not be responsible for any costs associated with a demonstration.

4.0 NATIVIDAD POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary NMC Contact for this solicitation:

Sal Cervantes, Management Analyst II
NMC Contracts Division
1441 Constitution Blvd.
Salinas, CA 93906
EMAIL: CervantesS@Natividad.com
FAX: (831) 757-2592

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail is advised). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTORS shall not contact Natividad Medical Center or County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 REQUIREMENTS OF CONTRACTOR AND EMPI SYSTEM

5.1 The Enterprise Master Person Index (“EMPI”) shall create and maintain a unique ID across the three specified County of Monterey EHR systems.

5.2 Bidders proposed EMPI system must be compatible and integrate with the three County EHR systems stated in this solicitation.

- 5.3 The County expects the EMPI system to integrate with the three systems in a manner in which, upon patient registration, the end-user will identify any patient matches within the native EHR system and without needing to switch sessions.
- 5.4 Bidder shall provide technology and conversion services to NMC and MCHD that will allow for the cleanup of existing MPI by means of identification and merging of multiple unique records within and across systems prior to “go-live.”
- 5.5 When patients are added to the EMPI work queue, there is a well-defined process and portal capability for the organization’s HIM professionals to review the information in the in-bound transaction to determine if there is a match to another EMPI entry, or if the message represents a new patient. The workflow must permit easy access to the transactions in the EMPI work queue, and to the EMPI itself, and must have a simple way to link the transaction or replay the transaction
- 5.6 Proposed system must have both “Active” and “Passive” EMPI capabilities. It must:
 - a) Allow for the identification of patients across systems upon registration
 - b) Maintain background processes that automatically identify suspected patient records and merge based on predefined algorithms and rules.
- 5.7 The County of Monterey prefers a Software as a Service (SaaS) model for its EMPI system and one that’s hosted off premises by the Contractor in a secure datacenter on its own equipment.
- 5.8 Bidder is to provide data access to the EMPI system to facilitate reporting and data warehouse activities.
- 5.9 The County of Monterey is expecting bidder’s proposal and response to this solicitation to be a complete solution and for all costs to be stated outright.
- 5.10 The County will require that all EMPI data remain within the United States.

6.0 CONTRACT TERM

- 6.1 The initial term of the AGREEMENT(s) will be for a period of three (3) years.
- 6.2 The County of Monterey does not have to provide a reason if it elects not to renew.
- 6.3 The AGREEMENT(s) shall contain a clause that provides that NMC reserves the right to cancel this AGREEMENT(s), or any extension of this AGREEMENT(s), without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.4 If the AGREEMENT(s) includes options for renewal or extension and CONTRACTOR proposes to change its cost structure, CONTRACTOR must commence negotiations for any desired cost structure changes a minimum of ninety days (90) prior to the expiration date of the AGREEMENT(s).

6.5 Both parties shall agree upon cost structure changes in writing in order for such a change to become a binding part of the AGREEMENT.

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

7.1.1 Provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal Package Layout
Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RFP SIGNATURE PAGE
	SIGNED RFP ADDENDA (IF ANY WERE ISSUED)
	PROPOSAL TABLE OF CONTENTS
Section 2	PRE-SCREENING QUESTIONNAIRE
Section 3	TERMS AND CONDITIONS OF USE
Section 4	EXCEPTIONS
Section 5	APPENDIX

Proposal Section 1 Contents:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide the name and contact information for the person in your organization who shall serve as the primary point of contact throughout the RFP process.

Signed RFP Signature Page and Signed Addenda (this is applicable only if any addenda were released for this solicitation). Proposals submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Proposal Table of Contents

Proposal Section 2, Proposal Questionnaire and Pricing Sheet:

Complete the Proposal Questionnaire attached hereto this RFP as Attachment I and the Pricing Sheet attached hereto as Attachment II.

Proposal Section 3, Terms and Conditions of Use of System and/or License:

Submit any and all website Terms and Conditions of Use and all EULA or Software License Terms and Conditions of Use that your organization typically asks its clients to agree to. NMC does not guarantee it will agree to the all of the Terms and Conditions of Use submitted.

Provide a written statement to NMC acknowledging that, depending on the content of the Terms and Conditions of Use you submit, some of the sections may need to be modified or omitted, particularly terms or conditions which conflict with those found in the enclosed Sample Agreement terms and conditions.

If your organization will not require that NMC sign any Terms and Conditions of Use in order to use the vendor management system proposed, please provide a statement to this effect.

Proposal Section 4, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO COUNTY OF MONTEREY RFP # XXXX-YY, SECTION X.X”; each Exception shall reference the RFP section number, and briefly explain the reason for taking Exception as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County of Monterey to revise the terms of the RFP or AGREEMENT.

Proposal Section 5, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to its proposal package and include such information in an Appendix section.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals shall adhere to the following:

- 7.2.1 Six (6) sets of the proposal package; **one proposal marked “Original” plus five (5) copies shall be submitted** in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and should reference “RFP # XXXX-YY”. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by NMC at its discretion.
- 7.2.2 Proposals shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly).

Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

- 7.2.3 Reproductions of the Monterey County, Natividad Medical Center or Monterey County Health Department Seal or Logo shall not be used in any documents submitted in response to this solicitation.
- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.5 To validate your proposal, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining five (5) proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements: ALL BOXES AND/OR ENVELOPES MAILED OR DELIVERED CONTAINING PROPOSALS MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: THE SOLICITATION NUMBER RFP # XXXX-YY and CONTRACTOR’S COMPANY NAME.**
- 8.2 **Mailing Address:** Proposals shall be mailed to NMC at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposals must be received by NMC ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that its proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be deemed non-responsive and rejected.
- 8.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for tangible receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

- 8.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. NMC reserves the right to reject any and all proposals, or part of any proposal, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 Ownership: All submittals in response to this solicitation become the property of the Natividad Medical Center (County of Monterey). If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for NMC to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection. The selection criteria shall be performed in the following phases:
- 9.2 First Phase: Pre-screening of Proposals with which the following will be considered;
- 9.2.1 Organizational Information
 - 9.2.2 EMPI System Overview
 - 9.2.3 Implementation and Professional Services
 - 9.2.4 Project Management
 - 9.2.5 Support Services
 - 9.2.6 Technical Architecture
 - 9.2.7 System Infrastructure & Scalability
 - 9.2.8 Security
 - 9.2.9 Interoperability
 - 9.2.10 Costs
 - 9.2.11 References
- 9.3 Second Phase: EMPI system demonstrations.

10.0 PREFERENCE FOR LOCAL CONTRACTORS

10.1 Local Preference Policy: The County desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the County. As per the Local Preference Policy (posted online at <http://www.natividad.com/about-us/vendors>) this solicitation utilizes a “best value” method of selection as opposed to a cost based selection only, therefore a ten percent (10%) preference will be applied to the scoring evaluation for an organization which qualifies as a Local Vendor. Local Vendor is defined as:

10.1.1 Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties;

10.1.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business must be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area;

10.1.3 Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for proposals for the County;

10.1.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and

10.1.5 If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.

10.2 An organization which believes it meets the definition of a Local Vendor is advised to read the entire policy (link to policy posted in Section 10.1 above) AND for purposes of this procurement must register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located online at:

<http://www.co.monterey.ca.us/admin/vendorinfo.htm>

AND should submit the *Local Business Declaration Form* with their proposal (RFP Attachment III – Local Business Declaration Form attached hereto this Solicitation).

11.0 CONTRACT AWARDS

11.1 Multiple Award(s): NMC has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to NMC

- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the Monterey County Board of Supervisors.
- 11.3 Interviews, presentations/demonstrations: NMC reserves the right to interview selected CONTRACTOR before an agreement contract is awarded. NMC may also request a presentation or demonstration by CONTRACTOR before an agreement is awarded. The costs of attending any interview, presentation or demonstration are the CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: NMC is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision as soon as it has been determined.
- 11.6 In NMC's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of NMC who best serves the overall interest of NMC and the County of Monterey.
- 11.7 No Guaranteed Value: NMC does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS which result from this solicitation.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 NMC will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal and is deemed the most qualified in the sole opinion of NMC, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either NMC or CONTRACTOR, NMC may pursue contract negotiations with the entity that submitted a Proposal which NMC deems to be the next best qualified to provide the services, or NMC may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 COLLUSION

- 13.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

14.0 RIGHTS TO PERTINENT MATERIALS

- 14.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of NMC when received by NMC and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. NMC will not disclose proprietary information to the public, unless required by law; however, NMC cannot guarantee that such information will be held confidential.

15.0 DEBARMENT/SUSPENSION POLICY

- 15.1 CONTRACTORS submitting a proposal should not be in current debarment status by the State of California. All CONTRACTORS submitting proposals in response to this solicitation will be cross checked against the California Department of Industrial Labor to ensure it is not in DLSE Debarment status. Any proposal submitted from a business entity with debarment status will not be considered for an agreement award.

16.0 AGREEMENT TO TERMS AND CONDITIONS

- 16.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with NMC for the provision of the requested service. The AGREEMENT shall be written by NMC in a standard format approved by County Counsel, similar to the “SAMPLE AGREEMENT SECTION” contained herein. **Submission of a signed bid/proposal and the SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein.** NMC may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by the County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as “NMC”, a political subdivision of the State of California, and (*CONTRACTOR NAME WILL BE STATED HERE*), hereinafter referred to as “CONTRACTOR.”

SAMPLE AGREEMENT 1.0 RECITALS

WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # XXXX-YY) for an Enterprise Master Person Index System, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

SAMPLE AGREEMENT 2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR’S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP # XXXX-YY and in this AGREEMENT on the terms and conditions contained herein and in RFP # XXXX-YY. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- AGREEMENT,
- RFP # XXXX-YY dated _____, including all attachments and exhibits
- Addendum (or Addenda) #___
- CONTRACTOR’S Proposal dated _____,
- Certificate of Insurance
- Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP # XXXX-YY including all attachments and exhibits, Addendum/Addenda issued,

CONTRACTOR’S Proposal, Certificate of Insurance, and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.
- 2.6 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.7 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

SAMPLE AGREEMENT 3.0 SCOPE OF SERVICES

[_____
_____]

(Scope of Services will be developed by both NMC and CONTRACTOR at the time of a tentative award announcement and shall be consistent with the system requirements defined in this Solicitation. The scope of services and shall include description of goods and/or services provided including implementation timelines, functional deliverables and a billing structure. Additional conditions may be stated such as details regarding training, meetings, any “Acceptance Testing” or “Notice to Proceed” clauses and project management requirements if applicable.)

SAMPLE AGREEMENT 4.0 TERM OF AGREEMENT

- 4.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____

additional _____ year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.

- 4.2 If NMC exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.

SAMPLE AGREEMENT 5.0 TERMINATION

- 5.1 During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 5.2 NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 5.3 NMC’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC’s purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

SAMPLE AGREEMENT 6.0 COMPENSATION AND PAYMENTS

- 6.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as EXHIBIT __.
- 6.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 6.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

- 6.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 6.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 6.6 Tax:
 - 6.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 6.6.2 County is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

SAMPLE AGREEMENT 7.0 INVOICES AND PURCHASE ORDERS

- 7.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center
Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912
- 7.2 CONTRACTOR shall reference the RFP number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices once per month. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 7.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 7.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

SAMPLE AGREEMENT 8.0 STANDARD INDEMNIFICATION

- 8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

SAMPLE AGREEMENT 9.0 INSURANCE REQUIREMENTS

9.1 Evidence of Coverage:

- 9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 9.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 9.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

9.2 Insurance Coverage Requirements:

- 9.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- 9.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed

Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 9.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 9.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

9.3 Other Insurance Requirements:

- 9.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 9.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 9.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 9.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 9.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

SAMPLE AGREEMENT 10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

SAMPLE AGREEMENT 11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.
- 11.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.

SAMPLE AGREEMENT 12.0 CONFLICT OF INTEREST

- 12.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

SAMPLE AGREEMENT 13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to NMC, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

SAMPLE AGREEMENT 14.0 RECORDS AND CONFIDENTIALITY

- 14.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 14.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 14.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 14.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this AGREEMENT may be subject, at the request of NMC or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

SAMPLE AGREEMENT 15.0 ROYALTIES AND INVENTIONS

- 15.1 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

SAMPLE AGREEMENT 16.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT

- 16.0 Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal

government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

SAMPLE AGREEMENT 17.0 INDEPENDENT CONTRACTOR

- 17.1 Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

SAMPLE AGREEMENT 18.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT—HIPAA COMPLIANCE

- 18.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit NMC to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").
- 18.2 CONTRACTOR and NMC shall agree to and execute the Business Associates Agreement attached hereto as EXHIBIT B as a binding part of this AGREEMENT.

SAMPLE AGREEMENT 19.0 FORCE MAJEURE

- 19.1 Neither NMC nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's reasonable control (a "**Force Majeure Event**"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in

any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.

- 19.2 If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

SAMPLE AGREEMENT 20.0 TRAVEL REIMBURSEMENT

- 20.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County’s Travel Policy is available on the Auditor-Controller’s web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

SAMPLE AGREEMENT 21.0 KEY DESIGNATED CONTACTS

- 21.1 Emergencies: CONTRACTOR acknowledges that NMC plans for the continuity of hospital operations during an emergency, especially sustained incidents, and that collaboration with CONTRACTOR is necessary to maintain continuity of operations. Accordingly, CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency:

Name: _____
 Title: _____
 Phone: _____

(must list a personal cell phone or other number whereby successful contact is ensured)

During an emergency, contractor shall use its best efforts to provide NMC with all available supplies, materials, equipment and/or services on a priority basis. The Parties agree that time is of the essence. The delivery of CONTRACTOR’s supplies, materials, equipment and/or services will be mutually agreed upon by NMC and CONTRACTOR at the time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR’s facility and/or equipment, will be taken into consideration.

- 21.2 Non emergencies: CONTRACTOR shall designate the following individual as COUNTY’s key point of contact throughout the term of the Agreement. This individual shall be available to assist NMC between the hours of 8:00 AM and 5:00 PM (PST), seven days per week, 365 days per year (this includes holidays):

Name: _____
 Title: _____
 Phone: _____

Email: _____

SAMPLE AGREEMENT 22.0 GUARANTEE OF MALWARE-FREE GOODS

- 22.1 All software provided by CONTRACTOR to NMC shall be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

SAMPLE AGREEMENT 23.0 INTELLECTUAL PROPERTY RIGHTS

- 23.1 All data provided by NMC belongs to County of Monterey. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County of Monterey. Use or distribution of County of Monterey data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County of Monterey.
- 23.2 For NMC data hosted or stored on equipment not owned by County of Monterey, CONTRACTOR shall furnish all data to County of Monterey upon request by County of Monterey at any time during the term of this AGREEMENT and up to one year after the term has expired, in a useable format as specified by County of Monterey and at no additional cost to NMC.
- 23.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

SAMPLE AGREEMENT 24.0 NOTICES

- 24.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising

such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party’s FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party’s office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Natividad Medical Center
CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906

FAX No.: (831) 757-2592

TO CONTRACTOR:
Name _____
Address _____

FAX No. _____
Email _____
Tel. No. _____

SAMPLE AGREEMENT 25.0 LEGAL DISPUTES

- 25.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction’s laws.
- 25.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 25.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 25.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

SAMPLE AGREEMENT 26.0 MISCELLANEOUS PROVISIONS

- 26.1 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 26.2 Contractor: The term “Contractor” as used in this Agreement includes Contractor’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.

- 26.3 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 26.4 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 26.5 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 26.6 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 26.7 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 26.8 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 26.9 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 26.10 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 26.11 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 26.12 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

--END OF SAMPLE AGREEMENT SECTION--

RFP ATTACHMENTS/EXHIBITS AND RFP SIGNATURE PAGE

ATTACHMENT I:

RFP 9600-71 Enterprise Master Person Index System

Please answer all of the questions listed below. County of Monterey will use this questionnaire as a screening method to establish a shortlist from this solicitation. Only those proposers who make it onto the shortlist will be invited to provide County of Monterey with demonstrations of their Enterprise Master Person Index system.

1. Organizational Information

The purpose of this section is to identify the general requirements of a viable vendor. This section is required for all responders. Please provide the information requested in the following format:

- 1.1 Legal name of organization responding
- 1.2 Address of organization responsible for completing this project successfully
- 1.3 Company ownership - public or private
- 1.4 Legal structure, e.g., corporation, partnership, LLC
- 1.5 Year founded
- 1.6 Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 1.7 Provide a list of all clients that are similar to Monterey County which utilize your EMPI system.
- 1.8 How many de-installs has your company had in the last 12 months and why?
- 1.9 For the proposed applications, list three references currently in production and in use for a minimum of two years in organizations similar in size and complexity when compared to us.
 - a. Name of Organization
 - b. Mailing Address
 - c. Telephone and email address
 - d. Contact Name and Title
 - e. Length of time you have been doing business with this organization
- 1.10 Which of the proposed references would you recommend for a site visit?
- 1.11 How many employees in the EMPI division are responsible for developing, implementing and supporting the proposed applications/solutions?
- 1.12 Describe your organization's Implementation and Professional Services.

- 1.13 Provide the number of employees within Installation/Implementation for the product(s) proposed employed for greater than 12 months.
- 1.14 Describe your organization's User Training.
- 1.15 Describe your organization's Customer Support services.
- 1.16 Provide the number of employees within Client Support for the product(s) proposed employed for greater than 12 months.
- 1.17 Describe your organization's Research and Development (R&D).
- 1.18 Provide the number of employees within R&D for the product(s) proposed employed for greater than 12 months.
- 1.19 Describe your organization's Quality control/audit (QA).
- 1.20 Provide the number of employees within QA for the product(s) proposed employed for greater than 12 months.
- 1.21 Describe your organization's experience with County government hospitals.
- 1.22 Describe your organization's experience with California government and non-government hospitals.
- 1.23 Describe your organization's experience with supplying the proposed EMPI solution to Social Services and non-hospital agencies.
- 1.24 How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- 1.25 Please supply your most recent HIPAA Report on Compliance.
- 1.26 List of all previous, pending or threatened litigation, arbitration, administrative or other proceedings involving the Company, any subsidiary or any joint venture involving the Company or any subsidiary, or any officer or director (including parties, remedies sought and nature of action).
- 1.27 List and description of all previous, pending or threatened government or other investigations involving the Company, any subsidiary or any officer or director.
- 1.28 List any regulatory or compliance issues previously or currently being addressed by the company where there were any notices or other correspondence concerning any known or alleged violation of Federal, state or local laws, regulations, agreements and/or commitments.

- 1.29 Will you agree to place software code in escrow?
- 1.30 Describe how you will make available to the County its EMPI data if this agreement is not renewed or if either party breaches this agreement.

2. EMPI System Overview

This section is required for all respondents.

- 2.1 Provide a brief overview of your EMPI system capabilities, design and modules.
** Each of the following sections addresses more specific requirements and the document will indicate if it is required for all responders or if it is required only for those bidding on a particular functionality.
- 2.2 List the name of the software application(s) you are proposing for your solution. Include the base system, any additional modules and whether customizations are required or recommended.
- 2.3 List the name(s) of any third party software applications required to run the proposed software applications. Examples of applications are MS SQL Server, First Data Bank, Crystal Reports. If NMC is required to agree to any third party terms and conditions, CONTACTOR shall submit those to NMC for review and consideration.
- 2.4 Please describe the data collected and stored by your EMPI. Is there a limit to the information that can be stored? Describe how data is stored (e.g. chronologic, reverse chronological order, etc.), accessed, and updated.
- 2.5 Describe how your system manages “person” data collection. Describe person management as it relates to patient, guarantor, provider or relative roles. Address how these roles are linked to encounters.
- 2.6 How does the EMPI prevent duplicate encounters and duplicate medical records/enterprise records from occurring? Please describe in detail.
- 2.7 If a patient encounter is updated e.g. address, date of birth, expiration date, will the EMPI be affected? How is this updated information shared across the health continuum?
- 2.8 Describe the methods used by your EMPI for Patient Merger and Encounter Transfer functions. Are there any limitations on when these functions can be used?
- 2.9 Describe the methods of push/pull transactions
- 2.10 Workflow configuration. Are users able to:
- Initiate patient registration in your system and push it to the appropriate EHR or data system; and
 - Receive EMPI transactions from registrations started in transaction systems?

2.11 When patients are added to the EMPI work queue, there is a well-defined process and portal capability for the organization’s HIM professionals to review the information in the in-bound transaction to determine if there is a match to another EMPI entry, or if the message represents a new patient. Explain and confirm how your EMPI system will permit easy access to the transactions in the EMPI work queue, and to the EMPI itself, and must have a simple way to link the transaction or replay the transaction.

2.12 Is there user portal capability that will alleviate standard workstation requirements across diverse environments?

2.13 Complete the below requirement questionnaire:

Requirement	Yes	No	Comments (optional unless specified)
Support an Enterprise Master Person Index (EMPI) across the continuum of care: acute care, ambulatory, physician office, specialty and ancillary services.			
Support an EMPI with Active Integration.			
Support a EMPI with Passive Integration			
Utilize a probabilistic model to match patient records with the ability to assign confidence/trust levels to multiple demographic variables. Describe the methodology used.			
Support an enterprise number as well as separate, multiple medical record numbers.			
Support different numbering schemes to accommodate each facility’s requirements.			
Provide cross-reference indices that link the EMPI number to the facility-specific number.			
Diminish occurrence of duplicate medical record numbers and duplicate encounter numbers. Please comment.			

Requirement	Yes	No	Comments (optional unless specified)
Provide embedded weighted algorithm to assist with the identification of potential duplicate accounts. Please describe.			
Provide merge capability for multiple records for same person (e.g., duplicates, erroneous registration)			
Provide capability to un-merge records incorrectly linked.			
Identify potential duplicates and alert the user of a potential duplicate during assignment of a new medical record number.			
Share and integrate EMPI demographic data with the registration/admission system. Describe how this is accomplished.			
Flag deceased patients and integrate information with registration and clinical modules.			
Able to add new patients via registration/admission or scheduling process			
Able to add new patients or revise demographic data for existing patients using a front-end browser-based application connected to the EMPI (outside of registration/admission process of other systems like EHRs).			
Allow manual assignment of EMPI Numbers.			
Support flexible search criteria during the patient identification process: for example, partial name, Soundex, medical record number, encounter			

Requirement	Yes	No	Comments (optional unless specified)
number, age, date of birth, sex, combinations of data. Please comment on other types of search options.			
Support collection of user defined data. Please indicate limitations.			
Support alternative name/alias processing. Please comment.			
Ability to create/indicate family relationships among registered individuals. Includes description of family relationship (e.g. spouse, father, mother, daughter, son, etc.).			
Ability to use external data sources of information in the patient matching algorithms, such as, telephone numbers generated from telco or telephone PBX systems.			
Store individual encounter information at the EMPI level with the last encounter visit/date of service. Please describe.			
Provide on-line inquiry and retrieval capabilities to the EMPI history for an unlimited number of years.			
Generate a report indicating patients with multiple medical record numbers.			
Allows data access to EMPI databases beyond standard reporting.			
Ability to write ad-hoc reports on all EMPI data fields with a standard report writer application.			
Ability to provide real-time access to the EMPI from other, interfaced systems. Please indicate interface standards supported.			

Requirement	Yes	No	Comments (optional unless specified)
Support for sending HL7 merge transactions (ex. A18, A30,A34, etc.).			
Support for receiving HL7 merge transactions (ex. A18, A30,A34, etc.).			
Ability to audit EMPI activity.			

3. Implementation, Project Management, and Professional Services

- 3.1 Describe the implementation strategy and conversion approach for the proposed solution(s). Assume three systems (Meditech, Avatar, EPIC) will require significant data normalization and de-duplication prior to go-live.
- 3.2 Provide the expected length of an implementation for the proposed solution(s).
- 3.3 Describe the resources required from the customer and your company during the implementation. Indicate roles and skills required.
- 3.4 Describe procedures for acceptance testing and average timeframes.
- 3.5 What support do you provide for process/workflow redesign? Is this a separate engagement or is it available as part of the implementation?
- 3.6 Are you able to begin implementation within 90 calendar days of a contract being approved by the County? If not, how many days?
- 3.7 List your needs for physical space and/or equipment at the County of Monterey during this engagement, if any, aside from space or equipment that would be provided by the Departments as an obvious aspect of the requested services (for example, space to store confidential patient documents, computers to access the systems, etc.). Clarify if you will need physical working space at all sites.
- 3.8 Describe the measurements/metrics/deliverables/assessments you will provide periodically during implementation to allow the County of Monterey to assess the quality and effectiveness of the services you will provide.
- 3.9 Provide a sample project charter, project plan and work breakdown schedule that includes deliverables and milestones for implementation of product(s) proposed.
- 3.10 Describe the training needed by the customer to be successful during the implementation. Indicate the length and location of the training and whether it is targeted for the implementation team or end users.

- 3.11 Describe the training database available in your system. Is it a mirror image of the production files and the system's test database?
- 3.12 Describe your approach for training of new releases and enhancements.
- 3.13 Describe how system documentation is provided. For example, online, internet?
- 3.14 How often is documentation updated and how are updates provided?
- 3.15 Indicate the specific senior executive responsible for this project's success.
 - a. Provide a resume, years of experience supporting projects like ours and years of experience with the company.
 - b. Indicate number of other customer accounts this person may be responsible for during our project.
 - c. Provide profiles of the project team personnel that are anticipated for this project, including resume, years of experience supporting projects like ours and years of experience with the company.
 - d. Indicate number of other customer accounts the project team members may be responsible for during our project.
- 3.16 Describe the approach you would use to accomplish the goals of this project.
- 3.17 Describe the methods and metrics you use that demonstrate the effectiveness of this approach, e.g., timely completion of similar projects within scope, on budget and according to agreed-upon quality standards.
- 3.18 Identify project management best practices you previously employed in other projects involving the proposed solution, which you will use during our project.
- 3.19 Include a proposed work plan, with an associated schedule to complete the work for this project successfully.
- 3.20 Describe project, risk and change management procedures that will be used for this project.
 - a. Describe the approval, prioritization, and governance procedures.
 - b. Provide a description of the decision-making chain of command you will use during project implementation and post-project on-going to support this.
 - c. Describe the risks and risk responses identified in this project.

4. Support Services

- 4.1 Provide the Service Level Agreement for support services, including your method for prioritization of incidents as well response time and resolution time key performance indicators.
- 4.2 Describe the ongoing support services offered to your customers.
- 4.3 Describe the procedure customers follow to report problems. Include a discussion of methods of contacting the support center, the escalation process, and location of support resources. Indicate the availability of support resources after normal business hours.
- 4.4 Describe the methods you use to measure customer satisfaction and actions taken based on customer feedback.
- 4.5 Describe how updates, enhancements, and new releases are delivered to customers. Indicate how federal and state regulatory changes are made.
- 4.6 What is the frequency of software versions and releases?
- 4.7 What is covered during the software warranty period? How long is the warranty period?
- 4.8 Describe how you engage the user community for input to product development. Indicate the types of user groups and how they interact with your company.
- 4.9 Is an Internet-based support portal available to the customer?
- 4.10 Is a knowledgebase available for customers to self-service their support questions?

5. Technical Architecture

If you are providing an off-site hosted SaaS solution, complete section 5.A. If you are not proposing a non-SaaS solution, fill out section 5.B. If your solution is a “hybrid” where some components are SaaS and others require on premises hosting by the County of Monterey, please fill out sections 5.A and 5.B.

5. A. Software as a Service (SaaS)

To be completed by all SaaS proposals

- 5.A.1 Describe in detail the technical design and architecture of your solution.
- 5.A.2 Detail your performance metrics for Service Level Agreements (SLAs) for measuring application availability, performance, and network connectivity. Attach a copy of your SaaS SLA.
- 5.A.3 Detail any tools offered to measure application availability offered to report on real time or historical performance information (uptime, outages, degradations).

- 5.A.4 Will all hardware, supporting infrastructure and software licensing be included in the monthly SaaS fee?
- 5.A.5 Disclose any use of 3rd party server hosting companies.
- 5.A.6 How are sudden demand surges managed without adversely affecting system use?
- 5.A.7 How is planned growth in demand managed without adversely affecting system use?
- 5.A.8 Where are your data centers located?
- 5.A.9 How are application and server upgrades conducted, scheduled, and communicated to the customer?
- 5.A.10 When does your organization typically schedule planned downtimes? How long do they typically last?
- 5.A.11 What has been your system availability measurement, including planned and scheduled downtime, over the last 12 months?
- 5.A.12 Is off-line data access available in the event of a loss of connectivity?
- 5.A.13 Detail your high availability capabilities.
- 5.A.14 Attach a copy of your disaster recovery plan.
- 5.A.15 Describe your backup and recovery capabilities that ensure prompt and complete data recovery. This must include Return to Operations and Recovery Point Objective.
- 5.A.16 List the 3rd party security audits such SAS 70, or SSAE 16 immediately available to the County of Monterey on demand.
- 5.A.17 Detail how your organization would respond to a data security breach.
- 5.A.18 Detail the number and roles of your data security personnel.
- 5.A.19 Detail the level of access auditing that is available and what access the customer has to audit logs.
- 5.A.20 Describe any use of incident protection and detection software.
- 5.A.21 Is data encrypted at rest and transmission? How do you compensate for performance implications?

- 5.A.22 Vendor maintains infrastructure standards certification like International Standards Organization/International Electrical Commission (ISO/IEC 27002).
- 5.A.23 What are the expected steady state and burst condition bandwidth requirements?
- 5.A.24 What is the estimated response time from vendor support personnel when contacted by customer regarding security issues?
- 5.A.25 Can the customer's data be moved among multiple data centers? If so, how is the customer notified?
- 5.A.26 What audit methods are available to the customer?
- 5.A.27 Do you provide for the delegation of user provisioning administration to the customer?
- 5.A.28 The County will require that all EMPI data remain within the United States. Can you assure this?
- 5.A.29 What physical controls exist to manage the ingress/egress of the software production/delivery facility?
- 5.A.30 List minimum and ideal workstation specifications to access your application(s).
- 5.A.31 List all platforms from which your application can be accessed. Examples include Microsoft Windows, Apple Mac OSX, Apple IOS and Google Android. Include supported versions.
- 5.A.32 State which Internet browser and browser versions that are supported on each of the platforms listed.

5.B. System Infrastructure & Scalability

To be completed by all non-SaaS or "Hybrid" proposals

- 5.B.1 Describe in detail the technical design and architecture of your solution.
- 5.B.2 List minimum and ideal workstation specifications to access your application(s).
- 5.B.3 List all platforms from which your application can be accessed. Examples include Microsoft Windows, Apple Mac OSX, Apple IOS and Google Android. Include supported versions.

- 5.B.4 State which Internet browser and browser versions that are supported on each of the platforms listed.
- 5.B.5 Please describe LAN/WAN network requirements.
- 5.B.6 Describe in detail the remote access methods used to support the application(s).
- 5.B.7 What are the maximum tolerable latency thresholds for the application(s)?
- 5.B.8 Complete the required questionnaire below to confirm capabilities and functionality:

Requirement	Yes	No	Comments (optional unless specified)
Hardware configuration operates on industry standard Intel servers.			
Operating system environment supports the following minimum system requirements, Microsoft Windows 2007 Professional and Microsoft Windows 2012 Server.			
System can be configured with complete redundancy with no single point of failure as well as Active-Passive set-up where both nodes will be handling different types.			
Use clustering software to load balance and demonstrate quick, automatic failover across all servers.			
Support a web-based interface.			
Support virtualized server and workstation models.			
Support the ability to conduct routine backup procedures without the users having to be off the system.			

Requirement	Yes	No	Comments (optional unless specified)
Support a variety of point of care and input devices, specifically: Touchscreen Voice Recognition Keyboard/Mouse			
System is based on a relational database management system.			
System has "master files" where universal information can be entered once and accessed by other applications.			
Data elements can be viewed, printed, interfaced, updated, reported on and/or listed as needed.			
Required fields are user-definable.			
Provide Common Reporting Tools and Analytics that are compatible with recognized, industry standard reporting tools such as Microsoft SQL/SSRS.			
Vendor performs load testing as part of their implementation.			
Support multiple environments including test, production and training.			
Provide a data dictionary where appropriate.			
Ability to generate data dictionary and DDL.			
Database tools are provided to allow end-user access for queries and extraction or output of data into other file formats.			

Requirement	Yes	No	Comments (optional unless specified)
Applications can be monitored via common enterprise monitoring systems.			
Application(s) provides an alerting and monitoring utility.			

6. Security

- 6.1 Discuss the authentication process including encryption and wireless devices.
- 6.2 How does your system support single sign-on? Does the application(s) support integration with the Imprivata single sign-on tool?
- 6.3 Does the system provide audit logs/error logs to detect unauthorized access or activity?
- 6.4 Describe the system components in place that support a user/ client’s adherence to the HIPAA security regulations.
- 6.5 Describe the technical mechanisms that you have in place to insure data integrity.
- 6.6 Fill out the below requirements questionnaire:

Requirement	Yes	No	Comments (optional unless specified)
Support Role Based Access.			
Support task-based and object-based user authorization profiles.			
Provide an audit trail that can be used to identify transactions or data accesses that have been performed by:			
• Function			
• Terminal			
• Diagnosis class (e.g. HIV)			
• Patient			
• Patient Classes (e.g. VIP)			
• User			
Provide audit log reporting features.			

Requirement	Yes	No	Comments (optional unless specified)
Log all unsuccessful logons and lock out users after a certain number of unsuccessful attempts as defined by the customer.			
Provide a “time out” feature that automatically signs off a user if a workstation has been left unattended for a user-defined time period.			
Support Active Directory and/or LDAP.			
Report on access levels by patient, user, and location.			
List all ports (TCP, UDP, etc.) required to open for any traffic using the Internet/secure VPN tunnel to support the application(s).			
Provide functions to restrict access to specific patient records for individual users.			
Authenticate user based upon a minimum of one-factor authentication utilizing one or more of the following in combination with a User ID:			
<ul style="list-style-type: none"> • Password 			
<ul style="list-style-type: none"> • Biometric Identification 			
<ul style="list-style-type: none"> • Proximity Controls (RFID) 			
<ul style="list-style-type: none"> • Token (e.g., Secure ID) 			
Permit creation of temporary user accounts with specific expiration timeframes.			
Allow the Security Administrator to specify strong password rules. i.e. no less than eight characters, including at least two of the three following conditions: capital letter, number or special character.			

Requirement	Yes	No	Comments (optional unless specified)
Permit the Security Administrator to specify password aging.			
Force a user to select a new password at initial sign-on and when the password has been reset.			
Support the encryption of the password file and password information.			
Permit the security administrator to set events that are considered security violations as well as provide real-time notification of any violations.			
Do your products meet or exceed the specification for data in motion or at rest per the HHS “safe harbor provision” of the HIPAA/HITECH Break Notification Rule by the HHS Interim Final Rule (45 CFR, parts 160 and 164)?			
Provide yearly the organization’s HIPAA Report of Compliance.			
Describe the technology and standards used to encrypt data in motion and data at rest.			

7. Interoperability

- 7.1 Describe your overall design approach to developing, testing, implementing and upgrading system interfaces.
- 7.2 Describe how you support systems without standard interfaces.
- 7.3 What tools does your system provide to allow monitoring, monitoring and guaranteed delivery of your interfaces?
- 7.4 List which API’s your solution currently supports and note if they are currently being actively used by your user base to support the proposed solution.
- 7.5 What interface engines have your existing clients used?
- 7.6 Is your proposed solution source data agnostic? If not, what are your source data format requirements?

- 7.7 Describe the auditing capabilities to verify the counts of records sent or received by your system.
- 7.8 List supported Technical Standards such as IHE, DIRECT, HL7, DICOM, XML. Include detailed information if appropriate (e.g. IHE XDS.b, versions)
- 7.9 List supported Code Sets such as ICD9, ICD10, LOINC, SNOMED.
- 7.10 Complete the below requirements questionnaire:

Requirement	Yes	No	Comments
Provide pre-defined interfaces that expedite interface development time and automatic wizards that can be used to implement model definitions.			
Interfaces with Meditech EHR? Please states which versions.			
Interfaces with EPIC EHR? Please state which versions.			
Are you able to support EPIC EHR in the OCHIN environment?			
Are you able to support Avatar ?			
Includes flexible table features that enable a user to build tables for the translation of data.			
Software logic is parameterized or table driven for convenient modification by tables and external database query.			
Users can view a display of archived transactions and audit files as well as the transactions as they are being processed.			
Provide a custom adapter development kit such as COM or API, making it possible for a user to create utilities and applications that can communicate directly.			
The generation of alert messages can be configured by the time of day and			

Requirement	Yes	No	Comments
day of week, for each interface via user-defined peak, off-peak and scheduled downtimes.			
Alert messages can be sent to any device including cell phones and printers as well as to other interfaces. Alerts can also be configured based on change of interface status, idle time and excessive transaction backlog.			
Support data mapping and conditional routing.			
The following data types are supported: ASCII, BLOB, EBCDIC, hex16, hex32, printable, raw, signed binary and unsigned binary.			
Error Monitoring provides an alert subsystem which generates alert messages that are stored and viewable online and can be routed via various mechanisms such as e-mail.			
Include a variety of monitoring and troubleshooting tools that allow for the immediate identification and correction of any problem you may encounter. These intuitive tools are easy to access via “point and click” or “drag and drop” features.			
A field can easily be setup such that some values are translated and others are passed through without translation.			
Templates exist for various protocol, connections types and interface ports.			
Provide templates that allow users to assign attributes to a particular definition then copy these attributes for other similar builds.			

ATTACHMENT II – COST RESPONSE FORM

Item	One Time Cost	Annual Fees (maint or recurring license)	Annual Projected Increase %	# of years	Total
Software License(s)					
Base System					
Additional Modules					
Customization(s)					
Third Party Licenses – infrastructure					
Third Party Licenses – content					
Third Party Licenses – tools					
Hardware					
Software as a Service (SaaS)					
Implementation					
Installation (including professional services)					
Integration costs					
Conversion/Deduplication					
Interface development					
Travel (estimated, but not to exceed)					
Training (include materials)					
Technical					
Administration					

Item	One Time Cost	Annual Fees (maint or recurring license)	Annual Projected Increase %	# of years	Total
User					
Post go-live training					
Travel (estimated, but not to exceed)					
Hardware costs					
Software costs					
Disaster backup and recovery					
Ongoing technical support services for all components and modules					
Other Expenses (define)					

Definitions:

Software license – the amount you pay in total for the license or subscription; also indicate the recurring maintenance or annual subscription costs.

Third party licenses for infrastructure – these are the costs associated with underlying software needed to run the application, such as database management systems, operating systems, etc.

Third party licenses for content – some applications utilize content from third parties (e.g., Zynx or Provation for clinical guidelines, First Data Bank for medication information); factor in these recurring costs; also factor in the hardware line any servers required to support these tools.

Third party licenses for tools – sometimes report writers, statistical packages or other tools are required to fully utilize the application; these will have acquisition and ongoing maintenance or subscription costs; also factor in the hardware line any servers required to support these tools.

Hardware – be sure to include replacement and upgrade costs, particularly when looking at a 10 year horizon; include all hardware needed for third party support applications; consider hardware needed for failover.

Software as a Service (SaaS) – annual estimated cost for hosting applications. Indicate if the estimate is per person/license or for a defined number of users/licenses.

Implementation –fees for implementation over the course of the project; include travel.

Training – costs for initial and post go-live training; include out-of-pocket expenses to pay for the training (e.g., fees to the vendor, travel costs).

Disaster backup and recovery – the costs for adding the new system for disaster recovery plan (e.g., hot site backup for critical systems).

Attachment III

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy”, adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/LocalPreferencePolicy.pdf>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one in order for a business to be considered local):

- It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as “Area”; and
- It employs at least one full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the “Area”; and
- It’s business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and
- It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and Dba name if any):

Business Address:

City: _____ *State:* _____ *Zip Code:* _____

Signature of Authorized

Representative: _____ *Date:* _____

Title of Authorized Representative:

Telephone Number: (_____) _____ *E-Mail:* _____

This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

RFP SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
CONTRACTS DIVISION

RFP # 9600-71
ISSUE DATE: Monday, March 6, 2017



RFP TITLE: **HEALTHCARE VENDOR MANAGEMENT SYSTEM**

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACT MANAGER BY
3:00 P.M., LOCAL TIME, ON:
Friday April 14, 2017

MAILING ADDRESS:
NATIVIDAD MEDICAL CENTER
CONTRACTS DIVISION
1441 CONSTITUTION BLVD.
SALINAS, CA. 93906

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Sal Cervantes, NMC Contracts Division via email:
CervantesS@natividad.com

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original, plus 5 copies and 1 electronic copy)

ALL REQUIRED CONTENT AS DEFINED PER RFP SOLICITATION REQUIREMENTS SECTION 7 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date: _____

Signature: _____
Phone: _____ Fax: _____

Printed Name: _____ Title: _____ E-mail: _____

Street Address/PO Box: _____ City: _____ State _____ ZIP: _____