



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

**REQUEST FOR PROPOSALS
9600-75
For
Population Health Software
for Natividad Medical Center
and
the Monterey County Health Department**

Proposals are due by 3:00 pm (PST) on Friday November 10, 2017

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as “NMC”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide NMC and the Monterey County Health Department (MCHD) with a Population Health software platform (hosted by CONTRACTOR or cloud-based) for data aggregation, analytics including risk stratification, registry, care coordination and reporting for population health management from multiple data sources.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND INFORMATION

- 2.1 Natividad Medical Center (NMC) is a 172-bed Level II Trauma Center owned and operated by the County of Monterey, a government agency and has the Central Coast’s only inpatient and outpatient acute rehabilitation program. NMC is fully accredited by The Joint Commission (TJC) to continuously provide high quality healthcare and is governed by a Board of Trustees, under the guidance of the Monterey County Board of Supervisors. In Fiscal Year 2016, NMC served the following number of patients:

Admissions: 8,690
 Births: 2,499
 Emergency Visits: 51,730
 Outpatient Visits: 70,522
 Surgeries: 3,558

- 2.2 As health care organizations shift nationally from fee for service to value based health care where systems are reimbursed for outcomes across a defined group of patients, population health has become a required component of health care operations. Population health provides a comprehensive framework for assessing and improving the health and well-being of a defined population by improving the quality of care and outcomes, and managing costs for a defined group of people. The defined group of people and the health management interventions can be identified by demographic differences, health needs such as chronic physical and mental health diseases, and social determinants of health. The Monterey County Health System (the Health System), which includes Natividad Medical Center, Health Department and behavioral health clinics, has embarked on two population health initiatives as defined by the 1115 Waiver, Public Hospital Redesign and Incentives in Medi-Cal(PRIME) and Whole Person Care (WPC). For WPC the Health System will additionally be partnering regional homeless partner agencies and three other County departments; the County Jail, Probation and Social Services as well as regional homeless providers.
- 2.3 The current Population Health Initiatives that are being addressed by Monterey County are
 1) Whole Person Care and 2) PRIME

- 2.4 NMC and Health Department (HD) clinics objective is to select a technologic solution that facilitates the successful implementation of the Population Health Initiatives of the County of Monterey Health System.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|--|---|
| 3.1 | Issue RFP | Wednesday October 4, 2017 |
| 3.2 | Deadline to ask Questions | Friday October 20, 2017 |
| 3.3 | Proposal Submittal Deadline | Friday November 10, 2017 |
| 3.4 | Shortlist announced | On or before November 22, 2017 |
| 3.5 | Scheduled Demonstrations
(<i>ESTIMATED:</i>
<i>See Section 3.9 below for
more info on demos</i>) | December 4—December 13, 2017 (exact dates and times shall be confirmed when shortlist is announced) |
| 3.6 | Estimated Notification of Final Selection | January 2018 |
| 3.7 | Estimated AGREEMENT Date | March 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 representatives. Only those vendors who make the shortlist will be invited to provide demonstrations. Each vendor will be required to present their proposed Population Health Software Solution as it meets the objectives of this 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 November 22, 2017 and at that time shall invite the shortlisted vendors to participate in demonstrations. It is estimated that demonstrations will be scheduled between December 4 and December 13, 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 REQUIRED QUALIFICATIONS

4.1 **Only those CONTRACTORS who are able to meet ALL of the qualifications below shall be considered during this solicitation.** Each Proposer must acknowledge that it meets all of the qualifications below and shall be required to complete and submit **ATTACHMENT I** of this solicitation. **ATTACHMENT I must be included in the proposal submitted for consideration:**

4.1.1 Data Aggregation from various disparate sources. Specifically, ability to ingest and aggregate:

- a. Electronic Health Record (EHR) and Health Information Exchange (HIE) HL7 standard data
- b. Payor data
- c. Non HL7 Standard data from other sources including the WPC partners from the homeless partner agencies utilizing their Coordinated Access and Referral System(CARS), County Jail, Probation and Social Services

4.1.2 Bidder must be able to build and support all County of Monterey Health System PRIME and Whole Person Care (WPC) metrics. For reference see attached:
EXHIBIT I - Whole Person Care Pilot Application
EXHIBIT II – Whole Person Care Pilot Metrics
EXHIBIT III - PRIME Metrics Summary
EXHIBIT IV - PRIME Reporting Manual DY12 Year End Reporting as released July 5, 2017 (Note: this Exhibit IV is too large to attach to this RFP so a link is provided)

Please note these specifications in these documents are updated several times a year.

For additional reference and general information on California PRIME, see website: <http://www.dhcs.ca.gov/provgovpart/Pages/PRIME.aspx>

4.1.3 Bidder must have risk stratification functionality and risk adjustment tools utilizing Milliman, Johns Hopkins or other proprietary tool.

- 4.1.4 Bidder’s solution must have Care Coordination and Registry features and functionality.
- 4.1.5 Bidder must have patient matching/Master Patient Index functionality.
- 4.1.6 Bidder must have a system that complies with the security requirements of the Health Insurance Portability and Accountability Act and California law.
- 4.1.7 Bidder’s solution must be Cloud Based Software as a Service (SAAS)
- 4.1.8 Bidder’s solution must have references that are currently using their product and the key features above.

4.0 NATIVIDAD POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to the primary NMC Contact for this solicitation:

Kristen Aldrich, Deputy Purchasing Agent
NMC Contracts Division
1441 Constitution Blvd.
Salinas, CA 93906
EMAIL: aldrichk@natividad.com

- 4.2 All questions regarding this solicitation shall be submitted in writing via email. 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 GENERAL REQUIREMENTS OF CONTRACTOR AND SYSTEM

- 5.1 The Population Health Software system (“system”) shall enable the County of Monterey Health System to automate data aggregation, population health analytics and risk

stratification. It will additionally provide a platform for a registry and care coordination functionality agnostic of Electronic Health Record (EHR) or documentation system.

The Following are definitions and the key features/functions required for the proposed software system. Please use this information and definitions when completing **ATTACHMENT II- Bidder Questionnaire** of this solicitation.

5.1.1 Data Aggregation- Population Health Data Aggregation is the process in which information is gathered from multiple entities in the patient's/client's continuum of care for purposes of statistical analysis and improving the health of the population. Data sources include, but are not limited to, healthcare entities, payors, county jail, social services and other non-profit organizations.

- a. Ease of aggregation from EHRs, payors and non EHR data sources(non HL7 standard), data normalization and resources needed
- b. Data Aggregation and Data Normalization Process for implementation and for post live support phase
- c. Data aggregation from the following County of Monterey Sources will be required:
 - i. Primary Aggregation needed from four primary EHRs and payor(s); Epic, Avatar, MEDITECH and Central California Alliance for Health (CCAH)
 - ii. Secondary aggregation needs; Jail, Probation, Social Services, CARS data from homeless partner agency systems,
 - iii. Tertiary need from Labcorp and Quest
 - iv. Future needs could include the regional HIE/HIO Relay Health/Central Coast Health Connect, other health care providers including local clinics, SNFS and other payors.
- d. Ability to match patients across data sources, using Master Patient Index functionality.
- e. Ability to de-identify information for external reporting purposes.

5.1.2 Care Coordination and Clinical Registry

- a. **Care Coordination** which can be defined is a set of activities designed to assist patients and their support systems in managing their medical and psychosocial conditions more effectively. The goal of care coordination activities is to improve patients' functional health status, enhance the coordination of care, eliminate duplication of services, and reduce the need for high cost medical services. These activities are managed across the healthcare continuum through the use of a robust registry and care coordination documentation.
- b. A clinical **Registry** provides information to health care professionals to improve the quality and safety of patient care. It is a tool for tracking the clinical outcomes of a defined patient population and helps facilitate care coordination activities. For example, the use of evidence-based practice guidelines can be monitored by allowing an organization to identify the number of patients receiving a recommended treatment(s). Registries can

also be utilized to compare the effectiveness of different treatments for the same disease or condition and can be designed to provide health providers and patients with reminders to check certain tests to reach pre-defined goals.

Some features:

- a. Strong End user Usability
- b. Registry robustness
- c. Care Coordinators/managers will be primary End users. All others Secondary
- d. Flexible levels of user access
- e. How and what level of communication does the product facilitate with secondary end users. / How does this functionality interface with EHRs and secondary sources
- f. Robust care plan integration with the EHRs and other data sources
 - i. facilitates the care teams ability to close gaps in care

5.1.3 Analytics and Risk Stratification

- a. **Analytics** is the leverage of data enabling context specific insight that is actionable.
- b. **Risk Stratification** is the act of identifying and predicting patients that possess or are at risk of developing high risk health problems. Subsequently, the care management of these patients is prioritized in order to prevent worse outcomes.
 - i. Interface between Care Coordination and Registry modules with the Analytics module is important to County
 - ii. The risk stratification functionality should ideally meet the needs of County initiatives including risk adjustment tools; Milliman, John Hopkins or equal caliber proprietary
 - iii. With regards to metrics the standard content/library- HEDIS, ACO measures, etc. that is included is important
 - iv. Ease of metric build including customization
 - v. Cost of customization
 - vi. Excellent End User interface including Administrators, IT analysts, Care Coordinators

5.1.4 Data Reporting – collecting and submitting data

- a. This includes the reporting and dash boarding capacity of the software
- b. Visualization layer part of the software or separate purchase

- 5.2 The County of Monterey Health System led by NMC is reporting on 48 metrics to meet the PRIME waiver requirements. The current reporting of this data is a custom made reporting solution that ingests data from various sources. NMC's primary source of data is NMC's MEDITECH EHR, the County Health Department clinics EPIC, and CCAH spreadsheets. This new system will replace this 'home grown' reporting system and support the 48 PRIME metrics. For reference please see the attached:

EXHIBIT III - PRIME Metrics

EXHIBIT IV - Detailed PRIME Specifications as of Jul 05, 2017.

Please note these specifications are updated several times a year.

For reference and general information on California PRIME see website:
<http://www.dhcs.ca.gov/provgovpart/Pages/PRIME.aspx>

- 5.3 The County of Monterey will begin reporting on its Whole Person Care metrics August 2017. Going forward, this application will need to report these metrics and data. See attached **EXHIBIT I – Whole Person Care Pilot Application** and **EXHIBIT II - Whole Person Care Pilot Metrics** for the details on the metrics and data sources that must be supported by CONTRACTOR’S application for the reporting of the WPC metrics.

6.0 CONTRACT TERM

- 6.1 The initial term of the AGREEMENT(s) will be for a period of three (3) Three years with the option to extend the Agreement for (2) additional one (1) year periods.
 - 6.1.1 NMC does not have to provide a reason if it elects not to renew.
- 6.2 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.
- 6.3 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).
 - 6.3.1 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:

<u>Proposal Package Layout;</u> 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 (OF WEBSITE AND/OR LICENSE)
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 Contact information and organizational information as follows:

Organizational Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence providing its Population Health Software System. Also include a brief statement highlighting the strengths of your organization.

Contact Info: The name, address, telephone number, and fax number of your primary contact person during the solicitation process through to potential contract award.

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.

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Proposal Section 2a, Proposal Requirements:

Confirm that all of the qualification requirements stated herein Section 4 are satisfied by completing the **ATTACHMENT I – Pre-Qualification Questionnaire** attached to this RFP.

Proposal Section 2b, Proposal Questionnaire:

Complete **ATTACHMENT II - Proposal Questionnaire** and **ATTACHMENT III – Proposal Price Schedules** attached hereto this RFP.

Proposal Section 3, Terms and Conditions of Use of Website 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 NATIVIDAD MEDICAL CENTER RFP #9600-75, 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 Natividad Medical Center 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 Seven (7) sets of the proposal package; **one proposal marked “Original” plus six (6) copies shall be submitted** in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and should reference “RFP #9600-75”. 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 Seal or Natividad Medical Center 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 #9600-75 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 Company history and Population Health Background and Experience
 - 9.2.2 Contractor’s Population Health Analytics Software Functionality and Usability
 - 9.2.3 The Ease of Use and Customization Features of the Population Health Software
 - 9.2.4 Training and Support Services
 - 9.2.5 Technical Specifications and Details
 - 9.2.6 Costs, Resources and Implementation Timeline and Process
 - 9.2.7 Reference checks
- 9.3 Second Phase: Contractor’s Population Health system web based demonstrations;
- 9.3.1 System Functionality
 - 9.3.2 System Capabilities (including reporting, which is key)
 - 9.3.3 User-friendliness of system

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 the following URL:

<http://www.natividad.com/sites/default/files/FCKeditor/file/RFPs/CountyLocalPreferencePolicy.pdf>

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, in this situation should submit the *Local Business Declaration Form* with their proposal (RFP ATTACHMENT IV – Local Business Declaration Form attached hereto this RFP.

11.0 CONTRACT AWARDS

- 11.1 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the Monterey County Board of Supervisors.
- 11.2 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.

- 11.3 Incurred Costs: NMC is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.4 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision as soon as it has been determined.
- 11.5 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.
- 11.6 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 the County of Monterey, 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/County of Monterey 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 proposal 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 marked as “Confidential” or “proprietary” 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 NATIVIDAD MEDICAL CENTER (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 #9600-75) for Population Health Software 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 products and services set forth in RFP #9600-75 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-75. 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 #9600-75 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 #9600-75 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.
 - 2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.6 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 be effective on (date) through and including (date) , with the option to Agreement for (2) additional one (1) year periods.
 - 4.1.1 NMC does not have to provide a reason if it elects not to renew.

- 4.2 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.
- 4.3 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).
 - 4.3.1 Both parties shall agree upon cost structure changes in writing in order for such a change to become a binding part of the AGREEMENT.

SAMPLE AGREEMENT 5.0 COMPENSATION AND PAYMENTS

- 5.1 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 this AGREEMENT as EXHIBIT __.
- 5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 5.4 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.
- 5.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 5.6 Tax:
 - 5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 5.6.2 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 6.0 INVOICES AND PURCHASE ORDERS

- 6.1 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

- 6.2 CONTRACTOR shall reference “Population Health Software Agreement” 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.
- 6.3 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).
- 6.4 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 7.0 STANDARD INDEMNIFICATION

- 7.1 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 8.0 INSURANCE REQUIREMENTS

- 8.1 Evidence of Coverage:
- 8.1.1 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.

8.1.2 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.

8.1.3 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.

8.2 Insurance Coverage Requirements:

8.2.1 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:

8.2.1.1 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.

8.2.1.2 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.

8.2.1.3 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.

8.2.1.4 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.

8.3 Other Insurance Requirements:

- 8.3.1 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.
- 8.3.2 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.
- 8.3.3 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.
- 8.3.4 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.

8.3.5 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 9.0 NON-DISCRIMINATION

- 9.1 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.).
- 9.2 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.
- 9.3 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 10.0 ASSIGNMENT AND SUBCONTRACTING

- 10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.
- 10.2 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 11.0 CONFLICT OF INTEREST

- 11.1 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 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 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.
- 12.2 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.
- 12.3 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 13.0 RECORDS AND CONFIDENTIALITY

- 13.1 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.
- 13.2 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.
- 13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.

- 13.4 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. 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 14.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT—HIPAA COMPLIANCE

- 14.1 CONTRACTOR shall comply with and 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") and the federal substance use disorder laws at 42 U.S.C. § 290dd-2 and any final regulations promulgated thereunder (collectively "Part 2").
- 14.2 CONTRACTOR and NMC shall agree to and execute the Business Associates Agreement attached hereto as **BUSINESS ASSOCIATE AGREEMENT** as a binding part of this AGREEMENT.
- 14.3 CONTRACTOR shall comply with and agrees to operate its business in a manner as necessary to permit NMC to comply with its obligations under California privacy and security laws, including but not limited to the Confidentiality of Medical Information Act at California Civil Code Section 56.00 *et seq.*, the Lanterman-Petris-Short Act at California Welfare and Institutions Code Section 5328, and any other applicable State laws that govern the privacy or security of health or medical information.

SAMPLE AGREEMENT 15.0 FORCE MAJEURE

- 15.1 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, information systems interruptions or failures, breakdown of machinery 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.

- 15.2 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 16.0 TRAVEL REIMBURSEMENT

- 16.1 Travel Reimbursement is not allowed for this AGREEMENT.

SAMPLE AGREEMENT 17.0 KEY DESIGNATED CONTACTS

- 17.1 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.

- 17.2 Non emergencies: CONTRACTOR shall designate the following individual as NMC’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 18.0 GUARANTEE OF MALWARE-FREE GOODS

- 18.1 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 19.0 INTELLECTUAL PROPERTY RIGHTS

- 19.1 All data provided by NMC belongs to Natividad Medical Center (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 and photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of NMC. Use or distribution of NMC data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from NMC.
- 19.2 For NMC data hosted or stored on equipment not owned by NMC, CONTRACTOR shall furnish all data to NMC upon request by NMC 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 NMC and at no additional cost to NMC.
- 19.3 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 20.0 MISCELLANEOUS PROVISIONS

- 20.1 **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.
- 20.2 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

- 20.3 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement.
- 20.4 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.
- 20.5 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.

SAMPLE AGREEMENT 21.0 NOTICES

21.1 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
Tel No. (831) 755-4111

TO CONTRACTOR:
Name _____
Address _____

FAX No. _____
Tel No. _____
Email _____

SAMPLE AGREEMENT 22.0 LEGAL DISPUTES

22.1 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.

- 22.2 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.
- 22.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 22.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

--END OF SAMPLE AGREEMENT SECTION--

SAMPLE BUSINESS ASSOCIATE AGREEMENT SECTION

SAMPLE BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective _____, 20__ (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and _____ (“Business Associate”) (each a “Party” and collectively the “Parties”).

SAMPLE BUSINESS ASSOCIATE AGREEMENT RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”) shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

SAMPLE BUSINESS ASSOCIATE AGREEMENT AGREEMENT

SAMPLE BUSINESS ASSOCIATE AGREEMENT 1.0 DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

SAMPLE BUSINESS ASSOCIATE AGREEMENT 2.0 PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

SAMPLE BUSINESS ASSOCIATE AGREEMENT 3.0 RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall

not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by

the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the

requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy>. Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

SAMPLE BUSINESS ASSOCIATE AGREEMENT 4.0 TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

SAMPLE BUSINESS ASSOCIATE AGREEMENT 5.0 MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed.

In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party’s address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Attn: _____

Phone: _____
Fax: _____

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity’s request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and

of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

**--END OF SAMPLE BUSINESS ASSOCIATE AGREEMENT
SECTION--**

RFP SIGNATURE PAGE, ATTACHMENTS AND EXHIBITS

RFP SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
 CONTRACTS DIVISION

RFP # 9600-75
 ISSUE DATE: October 4, 2017



RFP TITLE: **POPULATION HEALTH SOFTWARE**

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACT MANAGER BY
 3:00 P.M., LOCAL TIME, ON:
 Friday November 10, 2017

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

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
 Kristen Aldrich, NMC Contracts Division
 Email: aldrichk@natividad.com

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL 7 hardcopies of the proposal (1 signed original plus 6 additional copies) and 1 electronic copy

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

ATTACHMENT I – Pre-Qualification Questionnaire

ATTACHMENT II – Proposal Questionnaire

ATTACHMENT III – Proposal Price Schedules

ATTACHMENT IV – Local Business Declaration form (ONLY if applicable, do not submit if you do not qualify as a “Local Business”)

This Signature Page must be included with your submittal in order to validate your proposal.

Proposals submitted without this signed 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:

ATTACHMENT I- PRE-QUALIFICATIONS QUESTIONNAIRE

Please indicate YES or NO for each item.

Only those bidders who meet all of the pre-qualifications as set forth with Section 4 of the RFP 9600-PH shall be considered for a contract award.

Questions	YES	NO
<p>1. Does your Population Software Health solution support Data Aggregation from various disparate sources? Specifically, ability to ingest and aggregate:</p> <ol style="list-style-type: none"> 1) Electronic Health Record (EHR) and Health Information Exchange (HIE) HL7 Standard data 2) Payor data 3) Other Non HL7 Standard data sources from both government and nongovernment agencies <p>ALL must be YES to answer YES.</p>		
2. Does your Population Software Health solution include patient matching Master Patient Index functionality?		
<p>3. Does your Population Software Health solution have the ability to build and integrate data to support the PRIME Metrics being reported by Monterey County/Natividad Medical Center?</p> <p>For the PRIME metrics that need to be supported, please see Exhibit III and IV – NMC/County of Monterey PRIME Metrics and Prime Metric Specs</p>		
<p>4. Does your Population Health Software Solution have the ability to build and integrate data to support the Monterey County Whole Person Care (WPC) metrics?</p> <p>For the requirements and metrics that need to be supported, please see Exhibit I and II - Monterey County Whole Person Care Pilot Application and Whole Person Care Metrics list</p>		
5. Does your Population Health Software Solution have risk stratification functionality and risk adjustment tools utilizing Milliman, Johns Hopkins or other proprietary tool?		
6. Does your Population Health Software Solution have Care Coordination and Registry features and functionality?		
7. Is your Population Health Software solution cloud hosted and available as Software As A Service (SAAS) subscription based solution?		
8. Can you provide references for your product that use the Data Aggregation, Risk Stratification, Care Coordination and Reporting features?		
9. Does your Population Health Software's security features support compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the Confidentiality of Medical Information Act (CMIA) , including but not limited to, the Privacy Rule and Security Rule? Does it support compliance with		

<p>Federal Substance Abuse Laws pursuant to 42 C.F.R. § 2.64, Parts 1 and 2? Does it support compliance with California state laws for mental health records pursuant to the Lanterman-Petris-Short Act (LPS) in Welfare & Institutions Code Section 5328 et.seq.? Does it support compliance with California state laws for HIV lab test results under the Health & Safety Code, including but not limited to Sections 11812, 120978, 125080 and, 125085?</p>		
<p>10. Will your organization commit to providing us a yearly HIPAA Report of Compliance (HROC)?</p>		

End of Attachment 1



Request for Proposal		
By:	<company>	
1	Company Details	Comments/Notes
A Company and Population Health Background		
1	Describe your organization's background and experience with Population Health.	
2	Describe any KLAS/Gartner leadership recognition or other industry reward/accolades that indicate your quality, leadership and expertise in the healthcare industry, particularly related to reporting software and Population Health.	
3	Describe and list clients using your Population Health software. Describe the strengths of your software and support services. Describe the most significant areas of weakness of your product identified by clients.	
4	Briefly describe how your organization approached entry into Population Health	
5	What other organizations are using the product(s)? How are their organizational needs similar to the needs described at the Monterey Count Health System in this RFP?	
6	How many customers are running the proposed solution for this RFP? Please list all customers that are utilizing your product in the state of California. Please list all organizations that are utilizing your product in the public sector nationally.	
7	Please provide three or more references of customers that are currently using the proposed solution.	
8	Do you have experience with DSRIP/PRIME/WPC in CA or elsewhere? A. If you have worked with organizations on PRIME/DSRIP/WPC have you provided the PRIME or WPC metrics for other organizations as standard content or have they been customized?	
9	There are four key areas of required functionality, 1) Data aggregation from multiple EHRs, Payors, and non-HL7 standard data sources 2) Population health analytics including risk stratification, 3) Registry and an EHR agnostic care management platform. 4) Data reporting Describe how your solution addresses all of these areas.	
10	Please describe how your product addresses privacy and security. Particular in relation to the following laws: HIPAA Privacy Rule and Security Rule; Federal Substance Abuse Laws pursuant to 42 C.F.R. § 2.64, Parts 1 and 2; California state laws for mental health records pursuant to the Lanterman-Petris-Short Act (LPS) in Welfare & Institutions Code Section 5328 et.seq.; California state laws for HIV lab test results under the Health & Safety Code, including but not limited to Sections 11812, 120978, 125080 and, 125085?	
11	Describe the maturity of your product. With regards to this product, where are you all focusing the most ongoing development and why? What functionality has been most recently developed or acquired?	
12	How many customers are running the proposed solution for this RFP?	
13	Do you have any customers that have de-installed the proposed solution in the last 24 months? How many and please elaborate why the de-installs occurred	



Request for Proposal	
By:	<company>
1	Company Details
	Comments/Notes
14	List of all previous, pending or threatened litigation, arbitration, administrative or other proceedings involving your Company, any subsidiary or any joint venture involving your Company or any subsidiary, or any officer or director (including parties, remedies sought and nature of action).
15	List and describe all previous, pending or threatened government or other investigations involving your Company, any subsidiary or any officer or director.
16	List any regulatory or compliance issues previously or currently being addressed by your 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.
17	List any current licensure, past or current HIPAA breach reporting, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.



Request for Proposal

By: <company>	
2	Core Functional Requirements
A	Population Health Analytics/Care Coordination Software Functionality/Usability
1	<p>Describe your products capabilities and functionality of Population Health Data Aggregation</p> <p>A. Data aggregation from disparate sources is required. This includes EHRs utilizing standard HL7, Payors, and non-HL7 standard government and non-government agency databases and systems. Please describe your systems abilities to aggregate from all these sources</p> <p>B. For PRIME and Whole Person Care(WPC), below are the specific data sources that are required to aggregate. Please address how each required data source connection would be addressed using your product. Please describe any additional cost for each of these.</p> <ol style="list-style-type: none"> 1) MEDITECH Client/Server, 2) Epic-OCHIN, 3) Netsmart Avatar 4) The Monterey County Health Systems' managed MediCal payor, Central Coast Alliance for Health, 5) Three county agency departments on a non EHR database; (Jail, Probation, social services) 6) Our homeless partner agencies operating on the Coordinated Access and Referral System(CARS) extracted from the Homeless Management Information System (HMIS) 7) Outside lab sources including QUEST and Labcorp, 8) Relay Health Information Exchange (HIE), Central Coast Health Connect.
2	<p>Describe your products Care Coordination/Management and Clinical Registry capabilities and functionality in context of PRIME and WPC</p> <p>A. With gaps closure in mind, how does your product facilitate the care plan and gap closure with the integration of multiple, disparate data sources?</p> <p>B. How does your tool facilitate communication including care plans to Primary and secondary end users, such as other care coordinators, physicians, medical assistants or other partners? Please describe care plans in detail.</p> <p>C. Does your care management platform provide care plans/care guidelines? Describe in detail how the care plan will be communicated to the care team including physicians, care managers, etc. Please describe all associated costs for the case management solution including care plans and guidelines.</p>
3	<p>Describe your products capabilities and functionality with regards to Analytics and Risk Stratification.</p> <p>A. With regards to risk stratification how many lives are represented/touched with your tool?</p> <p>B. Describe your risk stratification functionality and risk adjustment tools. Do you utilize Milliman, Johns Hopkins or other proprietary tool?</p>
4	Please describe your products reporting dashboard. Is it customizable?
5	Describe how reports are run.
6	Please describe how reporting could be utilized to identify referrals sent, received, and refused.
7	Please describe how users can generate reports and statistics on demographics and coverage.
8	Please describe how cases can be displayed as a list, chart, or other graphical summary.
9	Please describe how tasks and/or reminders can be displayed as a list, chart, or other graphical summary.
10	Please describe tools that users can utilize to customize their display of cases, tasks, reminders, and assignments (and/or referrals) if applicable.
	Comments/Notes



Request for Proposal		
By:	<company>	
2	Core Functional Requirements	Comments/Notes
11	<p>With respect to the metrics that are identified in Exhibit II - Whole Person Care Pilot Metrics, and Exhibit III - PRIME Metrics Summary:</p> <p>A. Please describe how all metrics identified will be built and incorporated into your Population health product.</p> <p>B. Describe the process, information required, customization process, and any additional costs, if applicable.</p>	
12	Describe how patient matching /eMPI (master patient index) is addressed with your product? How are duplicates addressed?	
13	Does the solution allow for system administrators to add, modify or delete demographic field names represented in discrete fields?	
14	Does the solution record date of birth, sexual orientation/gender identification (SOGI), Race and ethnicity, primary/preferred language, records multiple addresses phone numbers multiple Medical Record Numbers (MRNS), and social determinants of health including homeless status based on the WPC pilot description?	
15	Describe the degree of customization that is possible in recording and reporting discrete data elements in your solution	
B	Ease of Use/Customization and Services	
1	Describe Overall Ease of Use and Ease of Customization. Address dashboards, metrics, ad hoc queries, customized reports, custom functionality, etc.	
2	List all content libraries and/or reports, such as HEDIS and ACO metric reports, provided with the base product. Attach sample copies of each.	
3	Describe process to build a report; both from the content library and customized reports.	
4	<p>How does your system allow for data access and reporting beyond your built-in reports?</p> <p>A. Will we be able to query the system for data with our own tools?</p> <p>B. Is all system data available or are there limitations?</p> <p>C. Which protocols do you support for data access?</p>	
5	Is your product capable of customer requested customizations to processes or workflow. What support is provided for process/workflow redesign? Is this a separate engagement or is it available as part of the implementation?	



Request for Proposal		
By:	<company>	
3	Core Functional Requirements	Comments/Notes
A Functionality		
1	Does solution notifies user(s) of new cases?	
2	Does the system support alerts-based on customer specified criteria? And to whom are alerts sent?	
3	Can solution notifies user(s) and supervisor(s) of assigned or transferred cases?	
4	Can recipients of notifications be modified by program managers, supervisors, and system administrators?	
5	Describe the process of importing and exporting data into the system.	
6	Does solution have an external business partner portal for information entry and reporting by business partners (i.e. healthcare providers, meal services providers, social services providers, legal services providers) separate from the internal case manager access	
7	Please describe how your product addresses consent management.	
8	Does the product have the ability to manage consent for records that cannot be disclosed without patient authorization or consent? Particular in regards to HIPAA Privacy Rule and Security Rule, the Federal Substance Abuse Laws pursuant to 42 C.F.R. § 2.64, Parts 1 and 2, California state laws for mental health records pursuant to the Lanterman-Petris-Short Act (LPS) in Welfare & Institutions Code Section 5328 et.seq. and California state laws for HIV lab test results under the Health & Safety Code, including but not limited to Sections 11812, 120978, 125080 and, 125085.	
B Forms		
1	Does the solution provide letter templates? If provided, can they auto-populate with case information that can be customized or developed according to the Monterey County Health System specifications (please elaborate on additional cost, if any, in comments/notes)	
2	Does the software allow for migration of currently used forms (i.e. health coaching instructions for patients, provider referral forms, and hospital discharge follow up forms)?	
C Person Representation (Case or Staff)		
1	Does the solution allow system administrators, managers, and/or users to add, modify, or delete demographic fields, such as name, DOB, sexual orientation/gender identification, race and ethnicity, homeless status, addresses (or approximate location, if no address available), effective dates of addresses, phone numbers, etc. Are changes tracked?	
2	Does the solution capture identification numbers, such as multiple MRNs from different systems, such as Coordinated Access and Referral Systems (CARS) ID, California Reportable Disease Information Exchange (CalREDIE) ID, etc.	
D Case Representation		
1	Does the solution record all encounters, visits, and other events (or attempted events, such as a phone call attempts)?	
2	Does the solution record the Date and Time of Encounter, Visits, and other Events? Does the solution have the ability to timestamp documents?	



Request for Proposal		
By:	<company>	<solution>
4	Service	Comments/Notes
A Resources and Implementation		
1	<p>The Monterey County Health System expects the timeline for implementation to be based on deliverable of all PRIME and WPC metrics. It is expected that the project not be considered complete until that occurs.</p> <p>Please provide a proposed timeline for the following Proposed Phases (all proposed maximum durations are subject to change, at the sole discretion of the Monterey County Health System):</p> <ol style="list-style-type: none"> 1) Phase I which will include the integration/interface of MEDITECH, EPIC-OCHIN and Avatar for all PRIME and WPC metrics (timeline should not exceed 12 months) 2) Phase 2 which will include the County Jail, Probation and Social Services and the Homeless Information Management system, (not to exceed 18 months from start) 3) Phase 3 which would include Quest and Labcorps. (not to exceed 24 months from start) <p>Describe how, if selected, you will accommodate this requirement.. All costs associated with that benchmark should be detailed.</p>	
2	Detail any third party services that will be necessary during implementation and for post implementation support.	
3	Describe the proposed project and change management procedures to be used for the project	
4	Provide a proposed project charter, project plan, work breakdown schedules and resourcing, noting key deliverables	
5	Provide a detailed list of Monterey County Health System and external resources needed for implementation and post implementation support. Please include resources you provide for implementation and support. Describe the Monterey County Health System's required FTE resourcing for both implementation and support; Specify types of resources needed such as analysts, clinical personnel, DBAs, report writers, etc. Please address the timing of what resources are needed when.	
6	<p>Indicate the specific senior executive from your organization responsible for this project's success.</p> <ul style="list-style-type: none"> • Provide a resume, years of experience supporting projects like ours and years of experience with the company • Indicate number of other customer accounts this person may be responsible for during our project • Provide profiles of the project team that are anticipated for this project • Indicate number of other customer accounts the project team members may be responsible for during our project 	
B Training		
1	Does your organization provide post implementation education services. Include a discussion of the types of media offered (e.g., classroom, CBT, webinars) as applicable.	
2	Describe the training database available in your system. Is it a mirror image of the production application and/or the system's test database?	
3	How often is documentation updated and how are updates provided?	
E Product Support		
1	How will your company address the frequent updates and enhancements to PRIME and Whole Person Care metric specifications that are mandated at the local, state, and federal level? The metric specification updates two or more times per year.	



Request for Proposal		
By:	<company>	<solution>
4	Service	Comments/Notes
2	Describe how your company provides technical support to your customers: A. How is your technical support team structured? B. How do your customers open support cases? C. How are your customer support teams organized or tiered? D. How are support cases handled or transitioned between tiers or business units? E. Are there any limitations in the support your company provides?	
3	How and when are customer support and technical issues escalated within your product support unit? Under what circumstances are support tickets eligible for escalation?	
4	What are your normal hours of operation, including time zone?	
5	Does your company provide after-hours support to customers? If so: A. Specify your after-hours support times? B. What is the criteria to be eligible to utilize after-hours support? C. Is there an additional cost for after-hours support? Please describe.	
6	What is your committed first contact response time?	
7	Across all customers for this product for the last 12 months, what has been your: A. Average Speed of Answer B. Average Abandonment Rate	
8	Describe how system documentation is provided. For example, online, internet? How often is documentation updated?	
E Service Level Agreement (SLA)		
1	Detail your performance metrics for Service Level Agreements (SLAs) for measuring application availability, performance, and network connectivity. Describe how application availability is calculated. Attach a copy of your SaaS SLA.	
2	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. Attach a copy.	
3	How do you account for missing SLA targets? What credits or penalties are your standard practices for: A. Not meeting application response time commitments? B. Not meeting Disaster recovery and business continuity targets (RTO, RPO)? C. Not meeting application availability SLAs? D. Not meeting customer support SLAs?	
4	Will you report SLA metrics to Monterey County Health System and with what frequency?	



Request for Proposal

By: <company>	
5	Architecture
A	Standard Contract Provisions
1	<p>Please describe technical environment and endpoint requirements to run and maintain your software.</p> <p>A. Describe your Software as a Service (SaaS) hosting environment.</p> <p>B. Describe all technical infrastructure requirements or dependencies.</p> <p>C. Which end-point operating systems does your product support?</p> <p>D. State which web browsers your product is compatible with.</p> <p>E. Are there any on-premises server, hardware or software requirements to operate your product?</p>
2	What are the expected steady state and burst condition bandwidth requirements required to achieve optimal system performance?
3	Describe the data normalization process. What Monterey County Health System resources would be required for this process?
4	By module, function and/or web page, what is your committed application response time for processing application requests?
5	<p>Describe your disaster recovery and business continuity procedures and processes. Attach a copy of your plan.</p> <p>A. What is the systems Restore Point Objective (RPO) for customer/patient data?</p> <p>B. What is your target Return to Operations (RTO)?</p> <p>C. How often does your company test its disaster recovery and business continuity processes and procedures?</p> <p>D. Describe your product's technical resiliency in event of disaster.</p> <p>E. Describe your datacenter's resiliency in event of loss of power, internet or supporting infrastructure.</p>
6	<p>Describe how you schedule downtime for routine maintenance</p> <p>A. How much advance notice do you provide your customers prior to scheduled downtime?</p> <p>B. Do you have a set maintenance window? If so, please describe.</p> <p>C. Over the last three years, what has been the average duration of your scheduled maintenance? What has been the maximum duration of scheduled maintenance?</p> <p>D. For each of the last three years, what has been your total unscheduled downtime (in minutes, hours)?</p>
7	Does your organization provide database tools to allow end-user access for queries and extraction or output of data into other file formats?
8	<p>Is your application "mobile enabled" or capable? If so:</p> <p>A. Which mobile devices and mobile device operating systems do you support?</p> <p>B. Is there a dedicated app?</p> <p>C. Which mobile web browsers do you support?</p> <p>D. Is any patient data from the application stored on the device after the session is terminated? If so, how will it be protected?</p>
9	What is the frequency of software versions and releases?
10	Describe your processes for testing application changes, customer enhancements or application updates, both pre and post go-live. Are you employing a test or development environment?
C	Privacy
1	Describe how your company and product meets HIPAA and California privacy and security laws.
2	Describe how you are physically or logically separating your SaaS environment to avoid commingling of patient data with other customers.
	Comments/Notes



Request for Proposal

By: <company>

5 Architecture		Comments/Notes
3	Does your system support Role Based Access? Describe the granularity of this capability.	
4	Please describe in detail your systems access reporting and audit capabilities. Will the customer have access to perform these functions?	
5	Does your system support 3rd party audit tools, such as IATRIC's Security Audit Manager?	
6	Detail your organization's response protocol to a data breach. When will customers be notified of security related events? Please list all data breaches within the last ten years.	
7	Describe how and in what format customer data is returned to the customer as the contract expires or is terminated. Is there a cost?	
8	Are any components of your product or service subcontracted, such as datacenter or server hosting? If so, please describe and list the subcontractors.	
9	Do you have Business Associate Agreements in place for any subcontractors who will have access to the system in the course of delivering this service?	
10	Will the Monterey County Health System's data be utilized, including deidentified or aggregated, for any other purpose besides providing this service?	
11	If your organization participates in Offshore activities, please describe the Offshore functions. Describe the PHI that will be provided Offshore. Describe why PHI is necessary to accomplish Offshore objectives. Describe alternatives considered to avoiding providing PHI Offshore, and why each alternative was rejected.	
B Security		
1	Describe the technical, physical and administrative controls your system employs to protect and secure patient information.	
2	How does your system secure data in transit and at rest?	
3	Do you provide for the delegation of user provisioning administration to the customer?	
4	How is your system ensuring end-to-end data integrity? Which technology and standards have you deployed to insure data integrity?	
5	How are you assuring the security of customer and patient data being accessed by subcontractors?	
6	Describe your policy in keeping your systems (operating system and supporting applications) patched, updated and on a supported software? Does your company guarantee that they will maintain the system in this state at all times?	
7	Does your company commit to supporting your products compatibility with customer's end-point operating system and web browser patches, updates and service packs within seven days from its release? If not, what is your timeline for validating and supporting these updates?	
8	List the 3rd party security audits such SAS 70, or SSAE 16 immediately available to the Monterey County Health System upon request.	
9	Describe any use of incident protection and detection software.	
10	How does your system support single sign-on? Does the application(s) support integration with the Imprivata single sign-on tool?	



Request for Proposal		
By:	<company>	
5	Architecture	Comments/Notes
D	Interoperability	
1	Describe any pre-defined interfaces that promote interoperability including automatic wizards	
2	Describe your overall design approach to developing, testing, implementing and upgrading system interfaces	
3	What interface engines do your existing clients used? Do any clients use Corepoint?	
4	Describe how you support systems that do not use standard interfaces	
5	List supported Technical Standards such as IHE, DIRECT, DICOM, XML. Include detailed information if appropriate (e.g. IHE XDS.b, versions)	
7	List supported code sets such as ICD10, LOINC, SNOMED, CPT, HCPCS	
8	Does your system support integration with 3rd party EMPiS? If so, which 3rd party products have you successfully integrated with?	



Request for Proposal		
By:	<company>	<solution>
6	Project Accountability & Plan	Comments/Notes
A	Project Plan	Feel free to do Pricing on a separate attachment
1	Provide a detailed explanation of all costs associated with providing the requested services if your organization is selected. Please also submit all associated costs in ATTACHMENT III - Proposal Price Schedules.	
2	State the future costs of adding additional users or geographic sites (e.g. new clinic). Will this pricing change over the course of this contract? If so, by how much?	
3	If there are costs associated with adding new users and/or sites, does it require a prior purchase order or is there a capability to "True-up" on a quarterly or yearly basis? Do you provide enterprise pricing for all associated clinics, partners and endusers	
4	Provide details for cost related to changes, enhancements, or new development for PRIME and WPC to data structure, forms, reports and business rules.	
5	If your product is not incorporated into a single module, what are the costs associated with each module or function that's needed to meet the County's needs?	
6	Will all hardware, supporting infrastructure and server software licensing be included in the monthly SaaS fee? If not, please state the cost.	
7	Are there any licensing requirements for adding new interfaces? If yes, please explain and provide costs.	
8	All Travel and Expenses should be included in the cost of service.	
9	List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.	
10	The county expects a three year agreement with the option to renew two additional years. Please clearly provide: A. On year, three year and five year costs. B. Please break out one time costs and recurring costs and costs per interface/connection. C. Details of all the costs of the software components, services and options are expected. D. Include a three and five-year Total Cost of Ownership that is inclusive of all reoccurring costs, non-reoccurring costs, fees, and licenses required to support the product.	
11	If there are separate interface/connection fees please describe the interface/connection of the following Proposed PRIME and WPC partners: Phase 1: MEDITECH, Epic- OCHIN, and Avatar Phase 2 Monterey County Jail, Probation and Social Services, and Homeless Agency CARS and Homeless Management Information System data Phase 3 Labcorp, Quest Future Phase; HIE/HIO Relay Health/Central Coast Health Connect	
12	Will your company agree to County Standard Terms and Conditions and Business Associates Agreement (BAA)? These are provided in the main RFP document. If not how will they need to be modified?	
13	Please ensure all the PRIME and WPC metrics needed by the Monterey County Health System are part of the base subscription. A. Indicate all costs for the metrics to be supported and any customizations and costs for customizations. B. Indicate costs for the interfaces that need to be supported.	
14	Clearly describe the software support costs and levels for this product. Initial and ongoing.	



County of Monterey

Population Health Software Solution

Request for Proposal: Pricing

Request for Proposal		
By:	<company>	<solution>
6	Project Accountability & Plan	Comments/Notes
15	What third party software is recommended or required to integrate or be used with your product? Provide detail and costs? Are you willing to indemnify the County of Monterey Health System for 'patent trolling' claims and offer alternative software solutions to keep the system running while such claims are resolved?	
16	As it is possible that the Monterey County Health System will need additional service hours beyond standard implementation as our population health program grows, please provide an hourly rate for professional services beyond the standard implementation and support for PRIME and WPC which should be included. The initial pool of available hours should be 1000 hours beyond what is standard for implementation.	
17	Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.	

END OF ATTACHMENT II

RFP 9600-75 Attachment III
Monterey County Health System
 Population Health RFP
 Schedule 1

Fee Summary and 3- 5 year Cost of Ownership*

***No manual entries (other than Comments) are required on this spreadsheet.**

Software License and Implementaiton Fees:	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5	Comments
Vendor Software (Detail on Schedule 2)	\$ -	\$ -	\$ -	\$ -	\$ -	
Third Party Software (Detail on Schedule 7)	\$ -	\$ -	\$ -	\$ -	\$ -	

Professional Services:	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5	Comments
Interface Services (Detail on Schedule 3)	\$ -	\$ -	\$ -	\$ -	\$ -	
Customization Services (Detail on Schedule 4)	\$ -	\$ -	\$ -	\$ -	\$ -	
Implementation and Configuration Services (Detail on Schedule 5)	\$ -	\$ -	\$ -	\$ -	\$ -	
Training Services (Detail on Schedule 6)	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Fees (Detail on Schedule 8)	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FIXED PRICE FOR PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	

Software Maintenance & Support:	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5	Comments
Vendor Software (Detail on Schedule 2)	\$ -	\$ -	\$ -	\$ -	\$ -	
Third Party Software (Detail on Schedule 7)	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL SOFTWARE MAINTENANCE & SUPPORT	\$ -	\$ -	\$ -	\$ -	\$ -	

Total Cost by Year	\$ -	\$ -	\$ -	\$ -	\$ -	Comments
---------------------------	------	------	------	------	------	-----------------

Proposed Three year Total Cost of Ownership \$ -

Proposed Five year Total Cost of Ownership \$ -

Check the formulas to ensure all prices on Schedules 2 through 10 are properly captured.

Monterey County Health System

Population Health RFP

Schedule 2

Vendor's License Fee Detail / Annual Maintenance and Support Detail

Detailed Software License and
Subscription/Maintenance Fees:
(List all modules)

Footnote Reference*	One-Time Fees Year 1	One-Time Fees Year 2	One-Time Fees Year 3	One-Time Fees Year 4	One-Time Fees Year 5
------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------

	\$ -	\$ -	\$ -	\$ -	\$ -

Annual Subscription and Maintenance Fees

Year 1	Year 2	Year 3	Year 4	Year 5
	\$ -	\$ -	\$ -	\$ -

TOTAL VENDOR SOFTWARE

Maximum annual percentage increase for Third Party's Maintenance and Support for Years 6 through 10.

* Footnote References - List any explanations or comments keyed to footnote references you enter above:

Monterey County Health System

Population Health RFP

Schedule 3

Interface / Connection Fees *

Interface/Connection Services and Fees:	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5	Explanation / Comment
Total Interfaces (assigned to specific interfaces)	\$ -	\$ -	\$ -	\$ -	\$ -	

Interface Services (Lump-sum for all other specified interface needs)

Total Interface Services

** Proposers may elect to not allocate Interface Service fees among the specific interfaces. This can be done by filling in only the line toward the bottom of the schedule captioned: "Interface Services (Lump-sum for all other specified interface needs)". Proposers are also free to provide a proposal with a combination of Interface Services some assigned to specific interfaces plus a lump-sum for all other interfaces.*

Monterey County Health System

Population Health RFP

Schedule 4

Additional Professional Service Fees including Customization Fees

Item #	Description	Fee* Year 1	Fee* Year 2	Fee* Year 3	Fee* Year 4	Fee* Year 5	Comment/Explanation
		\$ -	\$ -	\$ -	\$ -	\$ -	

Total Customization Price \$ -

** The Monterey County Health System discourages customization, but if needed use this form*

Monterey County Health System

Population Health RFP

Schedule 5

Implementation and Configuration Services Fee Detail*

Implementation and Configuration Fees	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5	Explanation/Comment
Total Implementation & Configuration Fees (Allocated to modules)	\$ -	\$ -	\$ -	\$ -	\$ -	

Implementation and Configuration Fees (Lump-sum for all other)

Total Implementation and Configuration Fees

** Proposers may elect to not allocate Implementation and Configuration fees among the specific modules. This can be done by filling in only the line toward to bottom of the schedule captioned: "Implementation and Configuration Price (Lump-sum for all other)". Proposers are also free to provide a proposal with a combination of Implementation Services some assigned to specific modules plus a lump-sum for all other modules.*

Monterey County Health System

Population Health RFP

Schedule 6

Training Services Fee Detail

Training Fees	Year (between 1 and 5)	Training Days	Average Fee per Day	Fee	Explanation/Comment
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
Total Training fees		-		\$ -	

Training Year 1
 Training Year 2
 Training Year 3
 Training Year 4
 Training Year 5

\$ -
\$ -
\$ -
\$ -
\$ -

Monterey County Health System

Population Health RFP Schedule 7

Third-Party License Fees / Annual Maintenance and Support Detail

Annual Subscription and Maintenance Fees

Software License for Third Party Software:	Footnote Reference	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5
TOTAL THIRD-PARTY SOFTWARE FEES		\$ -	\$ -	\$ -	\$ -	\$ -

Year 1	Year 2	Year 3	Year 4	Year 5
\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL THIRD-PARTY SOFTWARE FEES \$ -

Maximum annual percentage increase for Third Party's Maintenance and Support for Years 6 through 10.

*Footnote References - List any explanations or comments keyed to footnote references you enter above:

Monterey County Health System

Population Health RFP
Schedule 8

Any Other Fees Required for Implementation Not Covered in Previous Schedules

Item #	Description	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5	Comment/Explanation

Total Other Fees \$ - \$ - \$ - \$ - \$ -

Monterey County Health System

Population Health RFP

Schedule 9

Any Optional Software and Fees

*** NOTE: items from this schedule do not roll up to the summary sheet**

Item #	Description	Fee*	Comment/Explanation
		\$ -	

Total Other Fees \$ -

End of Attachment III

**ATTACHMENT IV:
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/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>

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.