Request for Proposal

Health Information Management Services for 3M 360 Epic Integration Implementation

Request for Proposal # 04-09-2019bc

Date Issued: 4-9-19

Due Date: 4-29-19

Submitted by the
University of California Davis Health

This RFP is also available at:  http://www.ucdmc.ucdavis.edu/supplychain/

All questions regarding this RFP should be directed to:

Bill Corbett
UCDH Purchasing Department
Email: wrcorbett@ucdavis.edu
Phone: (916) 734-5951
Questions should not be directed to any other University departments or staff. Material or substantive information provided to any bidder, as a result of questions received, will be provided to all bidders via an addendum to this RFP.

GENERAL INFORMATION

University of California at Davis Health Profile

The UC Davis Health (UCDH) provides an organizational framework that enables UC Davis to fulfill its teaching, research, patient-care and public service missions. UCDH delivers primary, secondary and tertiary care throughout inland Northern California; and, from both a medical and a financial standpoint, UCDH has a wide-ranging impact on the Sacramento area and the region. UCDH consists of the UC Davis School of Medicine, the UC Davis School of Nursing, the UC Davis Medical Center and Children’s Hospital and the UC Davis Medical Group. The organization has over 7,700 faculty and staff, including over 1,300 physicians and 1,500 registered nurses.

UC Davis Medical Center (UCDMC) is located on 140 acres in central Sacramento, just three miles from the State Capitol, and was established in 1973 by the Regents of the University of California. It is inland Northern California’s only academic medical center and Level I trauma center. It includes a 619-bed, fully accredited hospital that serves as the main clinical educational site for the UCDSOM and is the main tertiary care referral center for a 33-county area of more than six million residents. Each year, UCDMC admits more than 30,000 patients, while its emergency room and 100-plus specialty and primary care clinics log more than 800,000 outpatient visits.

The UC Davis Medical Group (UCDMG) is the clinical/medical staff component of the UC Davis Health. The Medical Group began as a primary care extension of the Medical Center’s hospital-based clinics in 1994. It now includes all medical staff, consisting of approximately 114 primary care physicians and more than 500 specialists serving patients in 13 communities throughout northern California. As the only provider of many specialty and sub-specialty services in inland northern California, UCDMG serves a diverse patient population. Just over one half of our outpatient population is classified as Caucasian, the balance being largely Hispanic, African American, southeast Asian and Russian. On-site interpreters provide interpreting services in approximately 20 languages.

The UC Davis School of Medicine (UCDSOM) is located seventeen miles west of UCDMC and was founded in 1966. The school now accepts ninety-three entering students each year and also provides advanced postgraduate training in numerous medical and surgical specialties through its twenty-four accredited residency and internship programs. Research is a major emphasis of the UCDSOM, with scientists and physicians conducting more than three hundred research and development projects at any given time. Faculty physicians provide patient care at UCDMC and several other affiliated hospitals and clinics in addition to conducting their teaching and research activities.

The Betty Irene Moore School of Nursing (BIMSON) was launched in 2010 with an unprecedented $100 million commitment from the Gordon and Betty Moore Foundation to establish a new school of nursing at UC Davis. The $100 million grant, announced in 2007, is the largest grant to any school of nursing in the
country. BIMSON aims to foster nursing excellence through a comprehensive educational model that incorporates scientific rigor and immersive, inter-professional education for its students.
TIMELINE

<table>
<thead>
<tr>
<th>Event</th>
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<tr>
<td>Release of Request for Proposals</td>
<td>4-9-19</td>
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<tr>
<td>Deadline for Submission of Written Questions or Request for Clarification</td>
<td>4-15-19</td>
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<tr>
<td>Responses to Written Questions</td>
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<tr>
<td>Receipt of Bidders’ Proposals by 3:00 PM PDT</td>
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<tr>
<td>Top bidders invited to Executive Presentation (if needed)</td>
<td>5-13-19</td>
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<tr>
<td>Announce Selected Vendor</td>
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INSTRUCTIONS

Submission of Written Questions or Request for Clarification
Inquiries regarding this RFP must be received by 3:00 PM PDT on 4-15-19. The UCDH contact person is listed below. Questions may only be sent via email.

Bill Corbett
UCDH Purchasing Department
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Email: wrcorbett@ucdavis.edu

Responses to Written Questions
Responses to inquiries will be posted and emailed to vendors in an addendum. The addendum will contain all questions received, responses to all questions and any changes. Questions will not be identified by vendor so please do not include any vendor-specific inquiries.

The addendum with responses to written questions and inquiries received on this RFP will be posted and emailed no later than 4-19-19.

Proposal Submittal Instructions
Each Bidder is required to submit RFP by email to Bill Corbett ONLY. Please put “3M 360” in the subject line.

wrcorbett@ucdavis.edu

All proposals submitted must be received in the UCDH email inbox of Bill Corbett no later than 3:00 PM PDT on 4-29-19. UCDH Purchasing Department will not accept proposals received after the due date and time.
OVERVIEW

University of California, Davis Health (UCDH) is seeking qualified organizations with the resources, experience and capabilities to successfully submit a Request for Proposal (RFP) for consideration.

The selected bidders shall be experienced in Project Management and providing oversight and support to HIM Coding SME’s with coordination of project functions as defined below. This project the vendor is bidding on will likely begin in March of 2019 and continue through March 2020.

UC Davis Health is currently utilizing Nuance’s Clintegrity 360 suite of products for Facility and Physician Coding, Compliance, and CDI workflows. We are planning on implementing the 3M 360 Encompass System to replace Clintegrity 360. This will be executed in a phased approach throughout 2019-2020. With this implementation we will be acquiring 3M Clinical Documentation, Coding Excellence, CAC (Inpatient and Outpatient), 360MD, Working DRG Interface, and Profee (Facility based and Clinic).

UC Davis Health has been on the inpatient and outpatient Epic Electronic Health Record System for over eight years. Clintegrity is accessed as a back-end system that interfaces coding data into EPIC. HIM is looking for Project Management Support. We are looking for someone who can facilitate meetings, create a project tracker, create timelines and a project plan and be support to the Coding SME’s within HIM.

In response to this RFP and based on our needs in HIM, please define each recommended phase/and steps within each phase of the implementation. Define what resources your company will provide for each step of the project and what resources are required from UC Davis Health (UCDH).

Define and detail all phases and steps required to ensure a successful implementation. Some of the steps should include the following but are not limited to the following. Please ensure your plan ensured the long term success of this implementation:

Recommend testing scope and plans. Please define how you will support the project...

Please provide a plan including timelines for this project.

PROJECT GOAL

This 3M 360 Epic Integration Project aims to transform University of California, Davis (UC Davis) to a best-in-practice Epic revenue cycle by promoting better coder efficiencies and improving coder production with better tools. Also by improving clinical documentation through Computer Assisted Physician
Documentation and CDI module. For Profee, to automate E&M coding where possible through utilization of Profee CAC.

**PROPOSAL EVALUATION CRITERIA**

**VI. PRE-QUALIFICATION REQUIREMENTS -**

To be eligible for Proposal evaluation, bidder must receive at least 70% of the points available in the Tier 1 category for the Corporate and General qualifications.

**VII. BASIS OF AWARD**

Any resulting contract will be awarded on a lowest cost per quality point basis using the criteria shown below. Quality points will be awarded for factors other than cost. Quality points, the number being predetermined by UCDHS, will be awarded by category dependent upon the relative importance of each category.

Proposals will be evaluated using a two-tier evaluation. Responses shall initially be evaluated for factors listed in Attachment 1 under **Tier 1 Criteria.** To be eligible to advance to the second tier, a bidder must receive at least seventy (70%) of the available Tier 1 quality points. Those bidders receiving less than (seventy) 70% of the total quality points in the Tier 1 evaluation shall be eliminated from further consideration.

To determine the lowest cost per quality point each bidder’s quoted fee (as specified from pricing requested in Attachment 1 will be divided by the total quality points awarded to that particular bidder’s response from the Tier 2 questions and points earned from Oral Interviews (if required). Responses may be evaluated by more than one person. If evaluated by two or more individuals, an average of all the quality points awarded per category will be used.

The bidder with the lowest cost per quality point shall be given the opportunity to enter into negotiations with UCDHS if the cost is within the project funding allotment and bidder's proposal is in compliance with all terms and conditions expressed within the RFP document. If UCDHS and bidder are unable to come to satisfactory terms, UCDHS reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next lowest cost per quality point bidder.

UCDHS reserves the right to award separate contracts to multiple vendors if in the best interest of UCDHS. UCDHS reserves the right to select partial solutions from the vendor’s offering. If multiple contracts are awarded, an order preference will be provided to Vendors with the lowest overall cost proposal.

Responses that are incomplete in that there has been failure to respond in all of the requested areas may be disqualified. UCDHS reserves the right to set the criteria for and make this determination independently in each case.
UCDHS reserves the right to accept, reject or waive any irregularities in any proposal. UCDHS reserves the right to reject all responses received in response to this request.

PROPOSAL CONDITIONS

1. Notwithstanding any other provision of the RFP, Bidders are hereby advised that this RFP is a solicitation of proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UCDH reserves the unqualified right to reject any or all proposals for any reason.

2. UCDH shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFP at any time. Bidders shall bear all costs associated with the preparation and furnishing of responses to this RFP. UCDH, in its sole discretion, reserves the right to determine whether any Bidder meets the minimum qualification standards, to determine whether a proposal is responsive, and to select a proposal that best serves its programmatic objectives. UCDH reserves the right to negotiate a binding contract with the selected Bidder.

3. All proposals shall be firm for a period of 180 days following the proposal submission due date.

4. Responses to this RFP should be made according to the instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of the proposal. A proposal, which contains conditions or limitations set up by the Bidder, may be deemed irregular and subsequently rejected by UCDH.

5. False, incomplete, or unresponsive statements in the proposal response may be cause for its rejection. The evaluation and determination of the fulfillment of the RFP requirements will be UCDH’s responsibility and its judgment shall be final.

6. UCDH reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission date. Such interpretation or change shall be in the form of a written addendum to this RFP. Such addendum will become part of this RFP and any resultant contract. Such addendum shall be made available to each company that has received an RFP. Should such addendum require additional information not previously requested, a Bidder’s failure to address the requirements of such addendum in the proposal response might result in the proposal not being considered.

7. UCDH has, at its sole discretion, the unconditional and unqualified right to determine that a time extension is required for submission of proposals, in which case, a written RFP addendum issued by UCDH shall indicate the new submission date for proposals.

8. Prior to the final submission date, any Bidder may retrieve its proposal to make additions or alterations. Such retrieval, however, shall not extend the final submission date.
9. Bidders wishing to submit proposals in response to this request do so entirely at their own expense, and submission of a proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise.

10. PUBLIC INFORMATION AND TRADE SECRETS—The California Public Records Act limits UCDH's ability to withhold pre-qualification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that Bidder does not want disclosed to the public or used by UCDH for any purpose other than evaluation of the Bidder's eligibility, each sheet of such information must be marked with the designation “Confidential.” UCDH will notify the Bidder any request, by another party, to inspect such confidential information. Bidder will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

11. All computer programs and data made available by UCDH to Bidders hereunder shall remain the property of the UCDH and shall be maintained, used, and disseminated in accordance with the California Information Practices Act of 1911, Civil code Sections 1798 through 1798.76, and the California Public Records Act, Government Code Section 6250 through 6260. All listings and all copies of listings that reveal names or identification numbers of individuals, (i.e., employees, patients, etc.) shall be destroyed or returned to UCDH.

TERMS AND CONDITIONS

1. The Independent Contractor's Agreement (Attachment 1) shall apply to any contract for services awarded from this solicitation for proposals. The selected Bidder will be required to comply with all the terms and conditions as specified therein. A Bidder's inability to comply with, or exceptions and modifications to, UC's terms and conditions must be stated in its proposal and may disqualify Bidder from further consideration.

2. The final contract(s) with the selected Bidder(s) will be prepared by the UCDH Purchasing Department and will incorporate this Request for Proposal, including terms and conditions referenced herein.

3. Termination due to Non-Funding: Bidder understands that the obligation of University to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by University (“Funding”), that in the event that through no action or inaction on the part of University, the Funding is withdrawn, University shall have the right to withdraw the RFP without damage, penalty, cost or further obligation.

4. Records developed by the Bidder and related to the project costs will be maintained for a period of five years following the completion of the project.

5. The Bidder or Bidders awarded a contract as a result of this RFP may not assign or sublet the whole or any part of the contract without the prior written consent of the University.
6. No form of the University's name shall be used in promotional materials, signs, announcements, or other forms of communication or advertising originated by Bidder unless the University's express written permission for such use has been obtained in advance.

7. Under existing campus policy (P & P Manual #260-15) a gift or donation to the University may not be coupled with the expectation of tangible compensation or with the imposition of contract or grant requirements. Each purchasing transaction, business contract, research contract, affiliation agreement, and grant shall be considered as separate and whole in itself. As such, it is the policy of the University of California Medical Center and Health System that no gift or donation to the University, or any of its business contracts, purchasing transactions, research contracts, affiliation agreements, or grants shall be used as partial consideration for any other transaction, contract, agreement, grant or gift/donation.

8. Until the expiration of four years after the furnishing of the services provided under the contract, vendor will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Controller General, and their representatives, the contract and all books, documents and records necessary to certify the nature and extent of the costs of those services. If vendor carries out the duties of the contract through a subcontract worth $10,000 or more over a 12-month period with a related organization, the subcontract will also contain a clause to permit access by the Secretary, Controller General, and their representatives to the related organization's books and records.

9. Copyright. The Parties agree that any copyrightable work(s) developed under this agreement constitute work(s) made for hire under the United States copyright laws and that all right, title and interest therein, including copyright, shall vest with the University. In the event that any such work does not qualify as a work made for hire under the United States copyright laws, or for any other reason does not constitute a work made for hire, the independent contractor signing below, by this agreement, hereby assigns all right, title and interest, including copyright in the work(s) to the University, in perpetuity.

10. Deliverables, Methodologies and Standards: Deliverables include: feasibility studies; functional specifications; and specifications evaluations; data modes; and process models. Contractor's employees shall adhere to University application methodology and standards of quality while producing deliverables.

11. Contract Revisions: University may make revisions within the general scope of this contract in task descriptions for services by giving notice to Contractor and subsequently confirming such revisions in writing in the form of an addendum or change order to the contract issued by the University Contracting Services Office. If such changes affect the cost of services for this contract, an equitable adjustment in the rates shall be made according to the rates listed in this contract, or both parties shall negotiate additional rates to the contract. No revisions by Contractor shall be allowed without written approval of University. Any claim of Contractor for an adjustment under this Section must be made in writing within thirty (30) days from the date of receipt by Contractor of notification of such revision request unless University waives this condition in writing. Contractor shall bear the burden of proof for additional rates or rate revisions required by any University request. Nothing in this Section shall excuse Contractor from proceeding with performance of the contract as revised hereunder.
12. Waiver or Modification of Terms: No waiver, amendment or other modifications of the terms of this contract shall be binding upon either party unless expressed in writing and signed by both parties hereto.

13. Audit: Any order resulting from this Request for Quotation shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to the cost of administering the contract.

14. Independent Contractor: It is understood and agreed by the University and Bidder that in the performance of this agreement, the Bidder shall be and act as an independent contractor and not as the agent or employee of the University. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the University and the Bidder. The Bidder is not an employee of the University and is not entitled to the benefits provided by the University to its employees, including, but not limited to, group insurance, pension plans, workers' compensation or unemployment insurance.

15. Contractor Responsibility: The Contractor shall be solely responsible for the conduct and control of the work to be performed by the Contractor under this Agreement. The Contractor's services for the University shall be performed in accordance with currently approved methods and ethical standards applicable to the Contractor's professional capacity.

16. Records About Individuals (Contractor refers to all Contractor workers): Contractor acknowledges that the creation and maintenance of records pertaining to individuals is subject to certain requirements set forth by the California Information Practices Act (Civil Code 1798, et seq.) and by University policy. Such requirements include provisions governing the collection, maintenance, accuracy, dissemination, and disclosure of information about individuals, including the right of access by the subject individuals. If Contractor creates confidential or personal records about an individual, as defined by the Information Practices Act, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, Contractor shall inform the individual that the record is being made and the purpose of the record. Records containing confidential or personal information about individuals are the property of the University of California and subject to University policies and applicable federal and state laws. Contractor agrees to deliver all such records, including originals and all copies and summaries, to the University upon termination of this contract. Contractor shall not use recording devices in discussion with University employees.

17. Ethics: Supplier shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University. Throughout the term of any subsequent Agreement, Supplier shall not accept any employment or engage in any work, which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or subsequent Agreement. Supplier and/or its employees shall not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. Supplier shall
immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

18. Vendor Debarment: Vendor/Contractor warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid or Campus programs (http://exclusions.oig.hhs.gov/search.html) and the Federal Procurement and Non-procurement Programs (http://epls.arnet.gov/PrivacyActProvisionsEPLS.html). This purchase order shall be subject to immediate termination in the event that Vendor/Contractor is excluded from participation in any federal healthcare or procurement program.

19. Taxpayer Identification: California Public Contract Code Section 10518 requires contractor (vendor) who enters into a contract with the University of California for $10,000 or more shall list their Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number, if applicable) on each contract or PO. The number shall remain unchanged regardless of future name changes. Pursuant to the Federal Privacy Act of 1974, and the California Information Practices Act of 1977, you are hereby notified that disclosure of your social security number and/or your Employer Identification Number is required pursuant to Sections 6109, 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

20. Rejection of Offer/Bid: University shall reject any and all non-responsive bids, and may reject a bid submitted by any party who is or has been delinquent or unfaithful in any previous agreement with University. University reserves the right to re-solicit information or proposals, and further reserves the right to issue a partial award or not to issue an award under this solicitation.

21. Legal Aliens: Contractor shall ensure that all “Workers” employed by Contractor and supplied to the University are US Citizens or legal aliens in accordance with the employment verification provisions of the Immigration and Nationality Act, according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996 and any revisions of such Act. It is the contractor’s responsibility to verify legal alien’s compliance with current laws and regulations of the United States and State of California as they pertain to alien status and employment. Prior to work on University of California owned or leased property, Contractor shall have proof of work authorization for every Contractor employee assigned at the contractor’s employee’s initial assignment date. Proof of authorization can be provided by an “Employment Eligibility Verification Form”, INS Form I-9, obtained by the Contractor for every such employee in compliance with applicable law. Contractor shall make these records available for view and/or audit by University or other governing agency upon request.

22. Examination of Records UCDH and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers and records of Agency involving transactions and work related to this Agreement until the expiration of five years after the final payment hereunder. Agency shall retain project records for a period of five years from the date of final payment.
23. Conflict of Interest: Agency will not hire any officer or employee of UCDH to perform any service covered by this Agreement. If the work is to be performed in connection with a federal contract or grant, Agency will not hire any employee of the United States government to perform any service covered by this agreement. Agency affirms that to the best of its knowledge there exists no actual or potential conflict between Agency's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with UCDH.

24. Piggyback Clause: The University of California Davis Health (UCDH) grants other University of California (UC) entities the right to acquire the properties and/or services from a resulting contract based on this competitively bid Request for Proposal (RFP). By submitting an RFP that results in a contract, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other University of California entities. UCDH will not be responsible for any problems, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.
QUALIFICATION STATEMENT (TIER 1)

The Qualification Statement must contain a description of the Bidder’s corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including but not limited to the following:

1. Provide the Bidder’s name, address, telephone and facsimile numbers, a contact name, a brief description of the company’s history, including name and address of the parent company, and the size of the company.

2. Provide a corporate profile, service portfolio, and description of the Bidder’s service philosophy and approach. What separates and distinguishes this Bidder from other applicants?

3. Provide a report of the Bidder’s financial status, including the most recently audited financial statements and profit and loss statements or equivalent evidence of financial stability and include auditor’s opinion.

4. Identify by name and University position any University officer, faculty member or other employee who holds a position of director, officer, partner, trustee, manager or employee in the Bidder’s company, as well as the name of any near relatives who are employed by the University.

5. Attach an organizational chart. Indicate any areas where independent contractors are used.

6. Describe your experience with integration of 3M 360 implementations with Epic EHR, particularly with EPIC Resolute HB and EPIC Resolute PB.

7. Provide profiles of staff whom would be assigned to this project.

8. List Epic EHR 3M 360 integration implementation engagements successfully completed which demonstrate experience and expertise in an organization to UC Davis Health.

9. Must be local and willing to have staff work on-site


11. Willing to sign required UC Davis Health Business Associates Agreement and Data Security Agreement as written. (See attached)

12. Willing to sign any required NDA agreements set forth by 3M or Epic.

SCREENING QUESTIONS (TIER 2)

Please respond to the following questions that will highlight the services you can provide to UCDH. Provide as much detail as necessary to highlight your prior experience with providing the services, including but not limited to:
**Functional Capabilities**

1. Provide information on the number of Epic EHR 3M 360 integration implementation you have worked on.

2. Provide the number of California clients you have assisted with the integration of 3M 360 with Epic Resolute.

3. Provide your anticipated staffing for our Epic EHR 360 integration implementation.

4. Describe the Epic experience and/or certifications for the anticipated staffing to be provided.

5. Describe the hospital & professional coding/billing certifications and/or experience of your anticipated project staffing.

6. Describe the management structure you will provide for our Epic coding/billing 3M 360 integration implementation.

7. What Epic functionality do you anticipate having to review and potentially have updated in Epic to ensure charges can be posted and billed to the Resolute HB and PB systems accurately and ready to bill?

**FEE STRUCTURE/PAYMENT TERMS**

Please provide an itemized quotation to include your fee structure. Please include all expenses with your quote.
ATTACHMENTS

I. INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into in Sacramento, California, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional Corporation, on behalf of its University of California Davis Health ("University") and XXXX ("Independent Contractor").

The parties agree as follows:

1. The Independent Contractor shall perform the following services to the best of their ability:

   If such services are not performed to the sole satisfaction of University, University may terminate this Agreement immediately upon written notification to Independent Contractor.

2. The above-described Services shall be provided for the University at the following, time, date, location:

3. The Independent Contractor shall be paid XXXX, less state and federal taxes including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661—18677, if applicable. No payment will be made in advance of work performed except as otherwise specified in this Agreement. Final payment will be withheld pending completion of the work. Invoices may be submitted to:

   PO Box 168016, Sacramento, CA 95816 and they shall reference the contract order number given for this engagement.

   Any reimbursement for travel and per diem shall be in accordance with established University rates and policies (http://manuals.ucdavis.edu/ppm/contents.htm#300).

4. Independent Contractor shall provide, at his/her own expense, all equipment, materials, and related services as are necessary to perform as described above.

5. This Agreement may be terminated by either party upon fifteen (15) working days' notice to the other.

6. If this Agreement is terminated at any time during the Agreement period, and Independent Contractor has satisfactorily completed any of the covenants contained in this Agreement in the time or manner specified, the Independent Contractor will be compensated for all completed Services rendered up to and including the last day of service. University reserves the right to determine what shall be deemed completed Services.
7. Both parties agree that in the performance of this Agreement the Independent Contractor will not be an agent or employee of University, and will not be covered by University's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in University’s retirement programs, nor is entitled to any other University benefits.

8. Independent Contractor shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of Independent Contractor, its officers, agents or employees.

University shall defend, indemnify and hold Independent Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

9. Insurance Requirements. Independent Contractor warrants he/she shall maintain during the term hereof policies of insurance with minimum coverage as follows:

   a. General Liability: Comprehensive or Commercial Form (Minimum Limits)
      1) Each Occurrence $1,000,000
      2) Products, Completed Operations Aggregate $2,000,000
      3) Personal and Advertising Injury $1,000,000
      4) General Aggregate (BI, PD)* $2,000,000

      *(not applicable to comprehensive form)

   However, if such insurance is written on a claims-made form following termination of this Agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

   b. Business Auto Liability: (Minimum Limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than $1,000,000 per occurrence.

   The above coverage must name The Regents of the University of California as an additional insured. This provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party and any person or persons under the non-University party's direct supervision and control.

   c. Workers' Compensation as required under California State Law.

   Professional Liability is needed
10. All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

UNIVERSITY:  
UC Davis Health Contracts  
2300 Stockton Blvd  
Sacramento, CA 95817

INDEPENDENT CONTRACTOR:  
XXXX

Either party may change its address by written notice to the other during the term.

11. This Agreement shall be construed in accordance with the laws of the State of California.

12. To the extent required by applicable law, Independent Contractor shall make available, upon written request from University, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Independent Contractor’s books, documents and records. Independent Contractor shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If Independent Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Independent Contractor shall notify University of the nature and scope of such request, and Independent Contractor shall make available, upon written request of University, all such books, documents or records. If Independent Contractor carries out any of the duties of this Agreement through a subcontract with a related organization (“Subcontractor”), with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the University, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and Subcontractor’s books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

13. Independent Contractor warrants that he/she/it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Campus programs (http://exclusions.oig.hhs.gov/search.html) and the Federal Procurement and Non-procurement Programs (http://epls.arnet.gov/PrivacyActProvisionsEPLS.html). This Agreement shall be subject to immediate termination in the event that Independent Contractor is excluded from participation in any federal healthcare or procurement program.
14. During the performance of this Agreement, Independent Contractor and any and all of its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental condition, marital status, age, sex, or sexual orientation. Independent Contractor and any and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Independent Contractor and any and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission, implementing Government Code, Section 12990, set forth in Chapter 5, Division 4, Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made apart hereof as if set forth in full. Independent Contractor and any and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

15. No form of the University name shall be used in promotional materials, signs, announcements or other forms of communication or advertising originated by Independent Contractor unless express written permission for such use has been obtained in advance.

16. Each party shall use their best efforts to keep confidential any information provided by the other party and marked “Confidential Information” or any oral information conveyed and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. Neither of the parties shall have an obligation to preserve the confidential or proprietary nature of any Confidential Information which:

1. was already known to the party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party as evidenced by written records prepared prior to such disclosure; or
2. is or becomes publicly known through no wrongful act of the party to which the Confidential Information was disclosed; or
3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation with respect to such Confidential Information; or
4. is independently developed by an employee, agent or contractor of the party, not associated with the Services and who did not have any direct or indirect access to the Confidential Information; or
5. is approved for release by written authorization of the disclosing party.
6. Disclosure is required by law.

Notwithstanding the above, Independent Contractor understands that University is a public institution and that any information received by University from Independent Contractor will be subject to the California Public Records Act (California Government Code Sections 6250 et seq.).

Applicable if Independent Contractor has access to PHI

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Independent Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, ("HIPPA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws and regulations as further outlined in Exhibit B, attached hereto and made a part hereof.
17. No party to this Agreement may assign this Agreement, assign rights under this Agreement, or delegate duties under this Agreement without prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party’s rights, claims, privileges, duties or obligations hereunder shall be null and void.

18. This Agreement contains all the terms agreed upon by both parties and supersedes all prior written or oral agreements with respect to the subject matter herein. This Agreement may not be amended except in writing and signed by both parties.

INDEPENDENT CONTRACTOR

By ________________________________
Name
Title
Date ________________________________

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By ________________________________
Bill Corbett
UC Davis Health

Date ________________________________

Taxpayer ID # ________________________________

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.