



REQUEST FOR PROPOSAL
EPIC Level 2 Managed Support Services
RFP# 001711-NOV2019 RFP UCDH EPIC LEVEL 2 MANAGED SUPPORT SERVICES-EDB

Date Issued: November 26, 2019
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*QUESTION DUE DATE: December 10, 2019
*SUBMITTAL DUE DATE: January 7, 2020
*By: 3:00 P.M., Pacific Time

Return Response to: CALUSOURCE.NET

Via CalUSource.net website (preferred) or via email
Subject line: RFP#001711-NOV2019 RFP UCDH EPIC LEVEL 2 MANAGED SUPPORT SERVICES-EDB
Elizabeth De Bartolo
Email: edebartolo@ucdavis.edu

Purchasing Department
University of California, Davis Health
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

It is preferred that bidders use the Calusource.net for all submittals and communications relating to this RFP.

If required, an alternate location for this RFP document can be found at the following University of California Davis Health Web address: <http://www.ucdmc.ucdavis.edu/matmgt/>

You may download this document and any updates until the submittal due date from the UC Davis website: <http://www.ucdmc.ucdavis.edu/matmgt/>

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Deviations from specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation; irregularities may, however, render the quotation non-responsive.

Public disclosure: Responses to Become Public Records:

All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

Designation of Confidential Information:

The Regents will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as 'TRADE SECRET,' 'CONFIDENTIAL,' or 'PROPRIETARY.' Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind The Regents to protect the designated matter from disclosure.

The California Public Records Act limits The Regents' ability to withhold prequalification 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 a Contractor does not want disclosed to the public or used by The Regents for any purpose other than evaluation of the Contractor's eligibility, each sheet of such information must be marked with the designation "Confidential." The Regents will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

The Regents Not Liable for Required Disclosure:

The Regents shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked 'TRADE SECRET,' 'CONFIDENTIAL,' or 'PROPRIETARY,' or if disclosure is required by law or by an order of the court.

I INTRODUCTION

University of California at Davis Health Profile

The University of California, Davis Health (UCDH) provides health care services that enables the University of California, Davis to fulfill teaching, research, patient-care and public service missions. It consists of the School of Medicine (SOM), the UC Davis Medical Center (UCDMC), the UC Davis Medical Group and several specific centers, such as the UC Davis Cancer Center, the UC Davis Children's Hospital and the UC Davis M.I.N.D. Institute. Together they deliver primary, secondary and tertiary care throughout inland Northern California. The UC Davis Medical Group, the health system's physician network, includes over 1,000 physicians and 150 areas of medical specialty serving 33 counties covering a 65,000 square mile area north to the Oregon border and east to Nevada.

UCDH is one of five teaching hospitals operated by The Regents of the University of California. UCDMC is a 625-bed, fully accredited hospital, which serves as the main clinical education site for the UCD School of Medicine. Prior to its acquisition by The Regents in 1973, the hospital was owned and operated by Sacramento County and served as the primary provider of health care to Sacramento's medically indigent population.

UCDH is the sole Level 1 trauma center serving the Sacramento-Sierra area and the primary tertiary care referral center for a 33-county area of more than five million residents. Each year UCDH admits approximately 33,000 inpatients, while its 150-plus clinics log more than 828,000 outpatients and emergency visits.

UCDH consists of the Medical Center with a Level I Trauma Center, as stated above, hospital campus-based clinics, along with outlying clinics, known as the Patient Care Network (PCN).

Thank you for your interest in the University of California, Davis Health. (UCDH).

II PROJECT BACKGROUND AND OBJECTIVES

UC Davis Health, hereafter known as UCDH, is soliciting proposals to provide UCDH with information technology support of the Epic EMR system.

III SCOPE OF SERVICES AND REQUIREMENTS

A. Scope of Services

UC Davis Health is pursuing the acquisition of services to provide Level 2 EPIC support and related services.

Contracted services will include:

- Incident management
 - Minor break-fixes
 - Bug verification and testing on reported issues
 - Workflow analysis to determine root cause of reported issues
 - Document requirements from customers for requested changes
- Routine Maintenance -- Build, support and maintain the integrity of shared master files and patient data
 - MyChart message routing and pools
 - Department Record updates – minor changes to address, phone numbers, demographics, etc.
 - IMO / SNOMed Maintenance – Periodic data loads / database updates
 - Results Routing maintenance – Error routing pool monitor and remediation
 - SmartTool maintenance – Minor modifications to SmartTexts, SmartLinks, SmartLists, etc.
 - CPT maintenance – CPT updates on adhoc and annual basis
 - DRG updates
 - Haiku setup – Activation / provisioning of new user requests
 - HCPCS Code updates
 - ABN Loads
- Function as primary support for the following EHR applications / functions:
 - Inpatient
 - Clindoc
 - Stork
 - ASAP
 - Ambulatory
 - Cadence
 - ADT / Grand Central
- Support to be 7am - 5pm PST, Monday - Friday, excluding UCDH holidays, unless stated otherwise
- Weekly meeting to discuss performance, quality, and escalated issues to occur with UCDH stakeholders and Account Executive. Unresolved issues and / or trends to be addressed in a quarterly meeting.
- UCDH's instance of Service Now will be used for ticket management, communication, and status management. Cost of integration to be paid for by the Managed service provider.
- Managed service provider is responsible for equipment (including but not limited to workstations, telephone, connectivity). UCDH will work with Managed service provider to configure a site-to-site VPN for secure data exchange.

B. Requirements for Resources in Areas of Required Expertise:

Epic Applications / Clinical talent:

1. General requirements of ALL Epic resources:
 - a) Strong interpersonal skills, with the ability to effectively, train, support, and work collaboratively with users of clinical information systems at all professional and technical levels.
 - b) Detail oriented, with proven organizational skills and the ability to effectively manage time, prioritize tasks, and see projects through to completion on deadline.
 - c) Strong written and verbal communications skills, with the ability to convey technical information and instructions to all levels of clinical applications users in a specific, clear, and concise manner.
 - d) Participation in lessons learned sessions.

2. In addition to the requirements listed in section 1(a) above Epic Certified Clinical talent must meet the following requirements:
 - a) Minimum 3 years active Epic build experience
 - b) Strong problem-resolution skills, with the ability to quickly diagnose problems, and develop, test, and implement appropriate and effective solutions in a timely manner.
 - c) Current certification in relevant Epic module/application, including current NVTs (proficiency will NOT be accepted unless for a secondary module)
 - d) Clinical degree (where applicable) preferred
 - e) Broad and / or in-depth knowledge of 1-2 areas of focus in related applications specialty area(s).
 - f) Knowledge of operational workflow, systems and functions, including but not limited to design, development, implementation, user support and training, maintenance, quality assurance, and system testing and evaluation.
 - g) Strong analytical skills and knowledge in documentation and reporting, with the ability to design and execute tests, analyze system performance data, and produce substantive reports and analyses.
 - h) Ability to work directly and indirectly with senior staff and managers, serving as a technical resource and providing advice and counsel on issues of functionality, efficiency, cost-effectiveness, policy, and performance.
 - i) Experience performing or supporting various type of system testing including Unit, Functional, Integrated, Regression, and User Acceptance Testing
 - j) Ability to develop training materials or collaborate with the training team
 - k) Ability to create Knowledge Management/Support Guidelines
 - l) Ability to transition new capabilities to Support
 - m) Commits to completing transfer of information document at the end of engagement.

3. In addition to the requirements listed in section 1(a) above Testing resources must meet the following requirements:
 - a) Minimum 3 years active Epic functional and integration testing experience
 - b) Knowledge of operational workflow, systems and functions, including but not limited to design, development, implementation, user support and training, maintenance, quality assurance, and system testing and evaluation.
 - c) Strong analytical skills and knowledge in documentation and reporting, with the ability to design and execute tests.
 - d) Ability to work directly and indirectly with senior staff and managers, serving as a technical resource and providing advice and counsel on issues of functionality, efficiency, cost-effectiveness, policy, and performance.
 - e) Experience with test automation tools preferred.

4. In addition to the requirements listed in section 1(a) above End User Training resources must meet the following requirements:
 - a) Minimum 3 years active Epic training experience

- b) For Credentialed Trainers - Recent experience as a Credentialed Trainer in a relevant Epic application.
- c) For Principal Trainers / Instructional Designers:
 - (i) Experience designing and delivering curriculum for adult learners.
 - (ii) Current certification in relevant Epic module/application, including current NVTs (proficiency WILL be accepted for go-live support resources)
 - (iii) TED Certification preferred
- d) Strong analytical and communication skills.
- e) Ability to interact well with all levels of employees and physicians.

5. Bidder shall meet or exceed the Service Level Agreement (SLA) requirements below:

Priority	Threshold	Note
1 – Critical	<ul style="list-style-type: none"> • Acknowledgement: 15 mins • Resolution: 2 hours 	UCDH IT Service Desk Major Incident Process
2 – High	<ul style="list-style-type: none"> • Acknowledgement: 1 hour • Resolution: 8 hours 	UCDH IT Service Desk Major Incident Process
3 – Medium	<ul style="list-style-type: none"> • Acknowledgement: 8 hours • Resolution: 3 days 	Service Hours
4 – Low	<ul style="list-style-type: none"> • Acknowledgement: 24 hours • Resolution: 10 days 	Service Hours

SLAs are further defined based on the following priority definitions, urgency guidelines, and priority matrix:

Priority Definition		
Priority	Priority Type	Description
1	Critical	A CRITICAL work request is an incident that is affecting a time critical service delivery item or function with high client exposure. No workaround exists. Normally these incidents affect multiple customers or groups and the end users are not able to do their jobs.
2	High	<p>A HIGH work request is an incident that is affecting production delivery. No workaround exists. May effect one or more end users and the end user(s) are not able to do their jobs.</p> <p>Any single Production impacting incident, where there is no workaround will be classified as high.</p> <p>All priority 2 incidents are not within the complete control of the Level 2 support group however the Level 2 support group will facilitate resolution.</p>

3	Medium	A MEDIUM work request is an incident that the end user is able to work around but still requires resolution.
4	Low	A LOW work request is an incident that does not affect end user(s) service delivery.

Urgency Guideline			
Rating	Criteria	Description	Example
1 – Critical	<ul style="list-style-type: none"> Delays leads to escalation Not able to do the job No workaround exists 	<ul style="list-style-type: none"> Unable to perform any task where no workaround is available Unable to do the task and delay would lead to customer escalation 	<ol style="list-style-type: none"> User is unable to log into Epic for critical medical needs (surgery or urgent medication) Clinical devices are not transmitting data Unable to process multi-million dollar claims Patient safety or production issue
2 – High	<ul style="list-style-type: none"> Minimal delay is acceptable Not able to do job No workaround / only partial remediation with workaround 	<ul style="list-style-type: none"> Unable to perform tasks related to core service deliverable where no workaround is available, or workaround is ineffective 	<ol style="list-style-type: none"> Unable to admit patient due to admission navigator missing Critical compliance issue (e.g. Joint Commission arrival) Unable to process claims less than \$1 million. Printer at lab is not functional
3 – Medium	<ul style="list-style-type: none"> Need solution Workaround exists 	<ul style="list-style-type: none"> Able to complete task with workaround but needs resolution quickly 	<ol style="list-style-type: none"> After Visit Summary does not print to appropriate printer Orders not sent to pool but can be manually searched Incorrect scheduling block setup
4 - Low	<ul style="list-style-type: none"> Can wait for solution Workaround exists 	<ul style="list-style-type: none"> Able to complete task with workaround and can wait for solution 	<ol style="list-style-type: none"> Charge Capture Navigator unavailable Clinic user unable to close encounter Charge getting held in work queue incorrectly.

Priority Matrix					
		Urgency			
		1 – Critical	2 – High	3 – Medium	4 – Low
Impact	1 – Extensive / Widespread	1 – Critical	1 – Critical	2 – High	4 – Low
	2 – Significant / Large	1 – Critical	2 – High	3 – Medium	4 – Low
	3 – Moderate / Limited	2 – High	2 – High	3 – Medium	4 – Low
	4 – Minor / Localized	2 – High	3 – Medium	3 – Medium	4 – Low

C. Requirements for Service Provider.

UCDH intends to award one contracts to a qualified Service Provider who propose the greatest value in the following five areas:

- A. Minimum requirements* met
 - a. Schedule
 - b. Qualified resources
 - c. Account management
- B. Service metrics -- Adherence to SLAs, performance measurements
- C. Quality -- Measurements, QA program, formal escalation channels
- D. Scalability -- Ability to access and staff to support demands
- E. Cost effectiveness

*Minimum requirements are defined as follows:

Supplier must meet the following minimum requirements:

- A. History of providing managed service for other Epic sites.
- B. All staff must have passed a background check which meets the standards of UC Davis Health.
Firm must have established business model for an Epic Service Desk with multiple clients.
- C. Firm must supply a dedicated Account Representative for escalation and daily management of support operations.
- D. Firm must provide performance metrics and trends. Examples should be shared with response.
- E. Firm is capable of sharing opportunities for build improvement, and training opportunities when possible.

IV REQUIRED SUBMITTALS FROM SUPPLIERS

A. The bidder must complete and submit the following RFP Attachments:

1. Intent to Bid – Epic Level 2 Managed Services Support RFP (Attachment A)
2. Complete EPIC Level 2 Managed Services Support Questionnaire Response Sheet.FINAL, all tabs (the "Spreadsheet") (Excel) (Attachment 1)
3. Completed Security Questionnaire (Excel) (Attachment 1.1)
4. Confirm Acceptance of UC terms and Conditions or provide feedback (Attachment 2)
5. Confirm Acceptance of HIPAA BAA or provide feedback (Attachment 3)
6. Confirm Acceptance of Data Security Appendix or provide feedback (Attachment 4)
7. Completed appropriate sections of UC Purchase Agreement (Attachment 5)
8. Completed *Statement of Work template* incorporating Section III details, Instructions in Tab 2 "Technical Proposal" of the Spreadsheet (Word) (Attachment 6)

B. Bidders must maintain the formats of all documents requiring their responses in such documents are to be submitted in their original form. Changes to documents may cause rejection of Bidder's submittal.

C. The University reserves the right to reject any submittals that are:

- Incomplete or non-responsive
- Generally unprofessional
- Late (late bids are immediately rejected)

D. UCDH reserves the right to set the criteria for and make this determination independently in each case.

V BIDDER INQUIRIES

Submit all questions regarding this RFP by **December 10, 2019 3PM, Pacific Time** through the CalUSource.net website or by email to edebartolo@ucdavis.edu.

VI PROPOSAL SUBMITTAL INSTRUCTIONS

All proposals submitted must be received in the UCDH Purchasing Department no later than 12/xx/xx VIA upload to the CalUSource.net website or by email to Elizabeth De Bartolo. NOTICE: Neither the CalUSource.net Website nor UCDH Purchasing Department will accept proposal responses received after the due date and time. Please put RFP# 001711-Nov2019 RFP UCDH EPIC Level 2 Managed Services Support in the subject in your emailed response to edebartolo@ucdavis.edu.

Documents requiring Bidder’s responses are to be submitted in their original format. Changes to document formats may cause rejection of Bidder’s submittal.

VII RFP PROCESS TIMELINE

Bidders interested in submitting proposals in response to this RFP should do so according to the following schedule. A Bidder may be disqualified for failing to adhere to the dates and times for performance specified below; please note that dates are subject to change at UC’s discretion.

Release of Request for Proposal	11/26/2019
RFP Receipt Acknowledgement and Intent to Participate	12/3/2019
Deadline for Submission of Written Questions or Request for Clarifications	12/10/2019, 3pm
Response back to suppliers with answers for clarification	12/17/2019
Deadline for receipt of Suppliers’ Proposals by 3 PM, PST	1/7/2020
Phase 2 Evaluation - Supplier Presentations	Week of 1/20/2020
*Expected execution of contract	tbd
*Awardee commencement of project	tbd

* Subject to change at UC’s discretion.

VIII PRICING AND TERM

The University desires to enter into an agreement with the successful Bidder for a period of three (3) years, with the option to renew in one-year increments for an additional three (3) additional years. Increases in cost over the term of the Agreement shall be limited to 3 percent or the change in the annual CPI, whichever is lower. The anticipated commencement date is to be determined.

IX ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL

UCDH may modify this RFP prior to the RFP due date by issuance of amendments posted on the calusource.net website and by email to all suppliers who receive a copy of this RFP from UCDH by email. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP. Any supplier who fails to receive such amendments shall not be relieved of any obligation under this quotation as submitted. SPECIFICATIONS OR RFP REQUIREMENTS MAY BE REVISED ONLY THROUGH WRITTEN NOTICE OF ADDENDUM ISSUED

X BASIS OF AWARD

California Public Contract Code Section 10507 et seq. require that all purchase contracts and/or agreements involving an expenditure of more than \$100,000 annually be awarded to the lowest responsible bidder meeting specifications, or else all bids be rejected.

- A. It is the intent of UC Davis Health to review and/or award the resulting contracts to the responsive and responsible companies whose proposals are determined to be the best overall value to UC Davis Health. Awards are made for RFP responses with the best overall value to UC Davis Health. Cost shall be a factor in the award but not the only factor.
- B. UC Davis Health may appoint a committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness, best qualifications and best value for UC Davis Health. The selection committee may select all, some or none of the awarded suppliers for interviews and/or presentations. If UC Davis Health elects to conduct interviews and/or presentations, awarded suppliers may be interviewed and scored based upon the criteria referenced within RFP. UC Davis Health may also request additional information of awarded suppliers at any time prior to award. UC Davis Health reserves the right to select one, or more, or none of the RFP respondents for award.
- C. These contracts will be reviewed and/or awarded to the responsible companies whose RFP response is determined to be the best overall value to UC Davis Health considering all factors in this RFP, and at the sole discretion of UC Davis Health.
- D. Other conditions or issues deemed appropriate by the UC Davis Health staff as it relates to the particular services requested in the RFP.
- E. A prequalification process will be used to identify suppliers who will be invited to participate in supplier presentations. The prequalification process will include but not limited to the review of the supplier responses to determine their ability to meet the operational model, requirements, and expectations of UC Davis Health as outlined in this RFP.
- F. Completion of the attached Security Evaluation document. Only the top one (1) to three (3) bidders go through the Security Evaluation process. Successful passing of the UCDH Security Evaluation Process is mandatory prior to contract negotiations.
- G. The Bidder with the best value score and Security Evaluation approval shall be given the opportunity to enter contractual negotiations with UCDH if the cost is within the project funding allotment and Bidder's proposal is in compliance with all terms and conditions expressed within this RFP document. If UCDH and Bidder are unable to come to satisfactory terms, UCDH reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next best value scoring Bidder.
- H. Additional factors will influence UCDH's decision in selecting the supplier. In addition to cost considerations, proposals will be evaluated based on how well the bidder addresses the following requirements, including but not limited to:
 - i. Supplier qualifications including overall experience and reputation in the industry
 - ii. Supplier experience with the proposed support,

- iii. Supplier's ability to provide service and support resources, including overall skill level of technical personnel. In addition, suppliers submitting a bid must be recognized as a current certified EPIC support provider.

XI BID ACCEPTANCE

The bid submission must be complete, submitted on the forms provided or in the format indicated, and comply with all specifications and legal requirements set in this Request for Proposal.

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION - REFER TO THE SECTION AND CORRESPONDING ITEM NUMBER.

Failure to provide the information necessary to fully evaluate the bid response may result in disqualification of the bid.

UCDH reserves the right to accept, reject or waive any irregularities in any proposal and the right to reject all responses received in response to this request.

XII 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 will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including bidder's presentations to UC. 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 which best serves the health system's objectives. UCDH reserves the right to negotiate a contract with the selected Bidder.
3. All proposals shall be firm for a period of 180 days following the proposal submission due date.
4. 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.
5. 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. There is no right to appeal.
6. 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. There is no right to appeal.
7. 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.

8. 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. This action may be taken by UCDH up to and until it has formally awarded the contract.
9. Prior to the final submission date, any Bidder may retrieve their proposal to make additions or alterations. Such retrieval, however, shall not extend the final submission date.
10. 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.
11. 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 of 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.
12. 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.
13. Bidders may not distribute any announcement or news release regarding this RFP project without written approval by the University of California Davis Health. Any materials to be provided to regulatory agencies, other entities, or to the public shall be submitted to the UCDH for review and distribution unless otherwise directed by a UCDH representative.
14. All agreements resulting from this RFP shall be construed and enforced in accordance with the laws of the State of California.
15. Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, UC will reject all proposals involved in the collusive action.
16. Joint Ventures or Subcontracts for Products or Services Requested: No contract shall be made by the awarded supplier with any other party for furnishing any of the work or services herein contracted for without the written approval of UC Davis Health. This provision will not be taken as requiring the approval by UC Davis Health for employment between the awarded supplier and employees.
17. Piggyback: 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 or

issues, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.

18. **Furnished Property:** No material, labor or facilities will be furnished by UC Davis Health unless otherwise provided for in this RFP.
19. **Responsibilities of contracted supplier:** Contracted supplier and its employees shall at all times diligently, professionally and ethically carry out their responsibilities under this Agreement in the best interest of UC Davis Health and its patients.
20. **Standard of Practice:** Supplier shall be in compliance and ensure that all staff it provides to UC Davis Health under this Agreement shall conduct themselves in accordance with the requirements and recommendations of all applicable laws, the Joint Commission on Accreditation of Healthcare Organizations, OSHA, CDC regulatory agencies, the policies and procedures of UC Davis Health and current standards of practice as they pertain to performance of services under this Agreement.
21. **Compliance with Applicable Law:** During the term of this Agreement, supplier is, and shall cause its staff to be, in compliance with all applicable local, municipal, state and federal laws and all rules and regulations applicable to the services described herein.
22. **Cancellation of this RFP and/or contracted supplier Agreement:** UCDH reserves the right to cancel any RFP or contracted supplier award or any parts of any resulting contract when: (a) it is found that product quality, service or delivery is not in keeping with the provisions of this RFP-and the contracted supplier has not cured the deficiencies within five (5) days of written or verbal notification, or (b) an item or items or service(s) are no longer needed. Cancellation notification under this provision shall be given to the awarded supplier in writing no later than thirty (30) days prior to the date the cancellation is effective. UCDH reserves the right to cancel with 30 day notice for cause or changing market conditions, or changing UCDH department(s) requirements, or changing requirements and/or savings identified through UCDH Value Analysis process, or identification of new technology/products, or due to mergers and/or affiliations of UCDH. (c) The product or service may be obtained through group purchasing activities with other institutions or firms. (d) The cancellation of the RFP or awarded supplier award is determined to be in the best interest of UCDH.
23. **Use of Name:** The awarded supplier(s) shall be prohibited from making any reference to UCDH, UC Davis Health or its health systems and the use of the UC Davis Health logo or the logo of its health systems, in any literature, promotional material, brochures, or sales presentation without the express written consent of UC Davis Health.
24. **Exclusion from Federal Health Programs:** Awarded supplier and/or its approved supplier s may not be excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b-(f) and/or be presented on the exclusion database of the Inspector General (OIG) or the Government Services Administration (GSA); convicted of a criminal offense related to the provisions of health care items or services but have not yet been excluded, debarred or otherwise declare ineligible to participate in the Federal health care programs; under investigation or otherwise aware of any circumstances which may result in awarded supplier or any of its approved supplier s being excluded from participation in the Federal health care programs and/or being included on the OIG and/or GSA exclusion database; debarred, suspended excluded or disqualified by any Federal government supplier or department or otherwise declared ineligible from receiving Federal contracts or federally approved subcontracts or from receiving Federal financial and nonfinancial assistance and benefits; and/or under investigation or otherwise aware of any circumstances which may result in awarded supplier or any of its approved supplier s being debarred, suspended, excluded or disqualified by any Federal government supplier or department or being excluded from receiving any Federal

contracts or subcontracts or participating in any Federal financial and nonfinancial assistance and benefits.

XIII TERMS AND CONDITIONS (this is in conjunction with UC Terms and Conditions, Attachment 2.)

University of California, Davis Health, Purchase Agreement (Attachment 5) incorporating: University Terms and Conditions for Purchase (Attachment 3), HIPAA BAA (Attachment 4) and Data Security & Privacy (Attachment 5) will be the Master Agreement for this engagement.

- b) Payments for University purchases for services for any future Agreement shall not be subject to any late or interest charges.
- c) If awarded a contract, Supplier must name UC as an additional insured and furnish a certificate of insurance acceptable to UC as outlined in the Terms and Conditions set forth in the RFP.
- d) Any order resulting from this Request for Proposal shall be subject to the examination and audit by the California State Auditor 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.
- e) 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 and the UC Regents.
- f) 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.
- g) 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.

Health Care Criminal Offense Exclusion:

The Bidder certifies that neither the Bidder, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by a federal, state or local government agency, (d) the unlawful manufacture, distribution, prescription or dispensing of a controlled substance or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

Bidder acknowledges and agrees:

Notification Requirements-Bidder shall notify UCDH immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or

another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

Termination-UCDH may terminate any resulting Agreement immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

University Terms and Conditions

Please indicate your compliance (**Yes/No**) with

- UC Terms and Conditions of Purchase - (Attachment 2) ____
- Appendix – HIPAA Business Associate – (Attachment 3) ____
- Appendix – Data Security and Privacy – (Attachment 4) ____
- UC Health Professional Services Purchase Agreement-(Attachment 5) ____

A. Please specify your level of compliance with the terms and conditions as set forth in this RFP.

- 100% Compliance – All terms and conditions of the RFP are accepted without any exceptions, limitations and/or exclusions.
- Concession Requests – Acceptance with non-contingent concessions requested.
- Limited/No Compliance – Acceptance contingent upon exceptions, limitations, and/or exclusions

B. All exceptions, limitations, and/or exclusions should be provided as an exhibit to the response and should include but not limited to the following information:

- RFP section number and description/requirement
- Details regarding exception, limitation and/or exclusion
- Suggested alternative, if applicable

C. UC Davis Health reserves the right to review all exceptions, limitations and/or exclusions to determine its appropriateness to the scope of services as outlined in this RFP and may determine as the result of its review to disqualify a respondent from further consideration.

XIV GENERAL INFORMATION / CERTIFICATION

The Bidder shall not maintain or provide racially segregated facilities for employees at any establishment under the Bidder's control. The Bidder agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair employment and Housing Act Government Code section 2900 et seq.). Expressly, the Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition, marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. The Bidder shall further specifically undertake an outreach effort in regards with the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. The Bidder shall communicate this policy in both English and Spanish to all people as concerned within its company, with outside recruiting services and the minority community at large. The Bidder shall provide the University, upon request, a breakdown of it labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its programs.

Please complete the supplier contact information requested below:

Company Name _____

Federal Employer Identification # _____

Contact Person/Title _____

Address _____

Telephone Number _____

Fax Number _____

Email Address _____

I certify that I am authorized to sign on behalf of the organization I represent for this offer and agree to all terms and conditions described herein.

Authorized Signature

Date

Printed Name