Request for Proposal

Discharge planning process

Request for Proposal # 19-103119WC

Date Issued: 11/15/2019

Due Date: 12/4/2019

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

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; 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 Betty Irene Moore School of Nursing, the UC Davis Medical Center and the UC Davis Medical Group. The organization has over 11,300 faculty and staff, including over 2,400 physicians and 1,800 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 UCDH of California. It is inland Northern California’s only academic medical center and Level I trauma center for both adult and pediatric emergencies. It includes a 625-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 900,000 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

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<td>Release of Request for Proposals</td>
<td>11/15/19</td>
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<td>Deadline for Submission of Written Questions or Request for Clarification</td>
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<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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<td>Top bidders invited to Executive Presentation</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 11/21/19. 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 11/25/19

Proposal Submittal Instructions
Each Bidder is required to submit RFP by email to Bill Corbett ONLY. Please put “Discharge Planning” 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 12/4/19. UCDH Purchasing Department will not accept proposals received after the due date and time.
OVERVIEW
UCDH is seeking consulting services to deploy a multidisciplinary discharge planning process. Key statistics for UCDH are included in Attachment 1. Key aspects of this work will include:

Case Management Discharge Planning Activities
The consultant work in this initiative will include the following activities in collaboration with UC Davis Health:

- Redesign work processes to implement appropriate prioritization of Care Management Discharge Planning activities and timely completion of critical tasks
- Review Case Management Discharge Planning assignments and collaborate with UC Davis Case Management to design and implement new deployment methodologies to support patient throughput (e.g., unit-based alignment, social worker integration)
- Conduct training and development of UCD individual front-line staff, supervisors, and managers in revised discharge planning and patient flow methods, approaches, techniques, and scripting.
- Engage the hospitalists/residents and other medical staff as needed

Physician Advisor Patient Flow Activities
The consultant work in this initiative will include the following activities in collaboration with UC Davis Health:

- Train physician advisor group on the following:
  - Utilizing length of stay, avoidable delays, and other dashboards to identify trends and barriers to patient flow
  - Rounding on patient floors with to identify barriers and intervene to support patient flow and utilization management
  - Proposing, designing, and supporting key initiatives to drive on utilization management or patient flow

Multidisciplinary Communication
The consultant’s work in this initiative will include the following activities in collaboration with UC Davis Health:

- In collaboration with UC Davis Health IT Staff, design and implement Epic based multidisciplinary discharge milestone documentation, estimated discharge date documentation, and other work drivers. Provide training support to front line staff on utilizing these tools.
- Review service line workflows of in scope services (internal medicine, general medicine, family practice, and cardiology) to identify barriers to discharge planning and patient flow. Design and implement top solutions related to improving workflows.
- Design and implement daily multidisciplinary communication forums and expectations on three target units, potentially including morning huddles, afternoon follow up processes, and barrier escalation pathways to support discharge planning and patient flow.

Reporting and Accountability
The consultant work in this initiative will include the following activities in collaboration with UC Davis Health:

- In collaboration with UC Davis Health IT Staff, design and implement length of stay reporting, available at the unit, physician, and patient level
- Develop user guides and training materials on length of stay reporting
- Provide training to physician, nursing, and case management leaders on length of stay reporting
- Incorporate length of stay and patient flow concepts into the daily patient huddle
- Design and implement a multidisciplinary weekly forum on length of stay, discharge planning, and patient flow issues

**Change Management**

Utilize change management and leadership coaching techniques to assure that physicians, nursing and front-line staff and management are appropriately aligned

- Conduct an organizational risk and readiness assessment
- Utilize findings to design the engagement approach
- Provide active coaching throughout the engagement

**PROJECT GOAL**

The deliverables for implementation will include the following:

1. Review data and work with Medical Center leadership to establish priority of units to pilot implementation. This will include 3 service lines or units.
2. Create training documentation and job aids to support policy, procedural, and process changes related to discharge planning and patient flow for Case Management and Physician Advisors
3. Establish Technology-enabled workflows designed to support discharge planning, patient flow, and multidisciplinary communication; designed and implemented in conjunction with UC Davis Health IT staff
4. Create daily multidisciplinary communication forums in on-unit huddle format.
5. Initiate daily multidisciplinary communication expectations.
6. Create training documentation for multidisciplinary communication solutions.
7. Monitor Dashboards and reporting to review length of stay at the unit and provider level on a weekly and monthly basis, developed and implemented in conjunction with UC Davis Health IT staff.
8. Establish a weekly multidisciplinary patient flow forum; including charter, meeting structure, and other training documentation.
9. Create detailed transition plans for leadership and management to support sustaining the consultant solution after the Program.

Proposals should include implementation methodologies with clear explanations of work to be completed to achieve each of these objectives.

**PROPOSAL EVALUATION CRITERIA**

UCDH will utilize a standard scoring matrix to create a value score. Because this work is highly specialized and local to UCDH, significant additional weight will be awarded to consulting firms who have recent experience in our organization. Clearly the ability to implement process improvement is also highly valued. Resumes for individual consultants who will do this work should have academic medical center experience implementing LOS change management experience. Vendor who have working experience within the University of California system is also valued.
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 UCDH, 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 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 negotiations with UCDH if the cost is within the project funding allotment and bidder’s proposal is in compliance with all the terms and conditions expressed within the 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 lowest cost per quality point bidder.

UCDH reserves the right to award separate contracts to multiple vendors if in the best interest of UCDH. UCDH 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 the requested areas may be disqualified. UCDH reserves the right to set the criteria for and make this determination independently in each case.

UCDH reserves the right to accept, reject or waive any irregularities in any proposal. UCDH 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 and 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 UCDH and shall be maintained, used, and disseminated in accordance with the California Information Practices Act of 1977, 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 Vendor’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, UCDH’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 UCDH to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UCDH ("Funding"), that in the event that
through no action or inaction on the part of UCDH, the Funding is withdrawn, UCDH 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 UCDH.

6. No form of UCDH name shall be used in promotional materials, signs, announcements, or other forms of communication or advertising originated by Bidder unless UCDH 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 UCDH 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. As such, it is the policy of UCDH that no gift or donation to UCDH, 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 of 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 no 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 UCDH. 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 Vendor signing below, by this agreement, hereby assigns all right, title and interest, including copyright in the work(s) to UCDH, in perpetuity.

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

11. Contract Revisions: UCDH may make revisions within the general scope of this contract in task descriptions for services by giving notice to Vendor and subsequently confirming such revisions in writing in the form of an addendum or change order to the contract issued by UCDH UCDH 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 Vendor shall be allowed without written approval of UCDH. Any claim of Vendor for an adjustment under this Section must be made in writing within thirty (30) days from the date of receipt by Vendor of notification of such revision request unless University waives this condition in writing. Vendor shall bear the burden of proof for additional rates or rate revisions required by any University request. Nothing in this Section shall excuse Vendor 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 expressly in writing and signed by both parties hereto.

13. Audit: Any order resulting from this Request for Proposal 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 UCDH 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 UCDH. 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 UCDH and the Bidder. The Bidder is not an employee of UCDH and is not entitled to the benefits provided by UCDH to its employees, including, but not limited to, group insurance, pension plans, workers’ compensation or unemployment insurance.

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

16. Records About Individuals (Vendor refers to all Vendor workers): Vendor 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 Vendor 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, Vendor 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 UCDH of California and subject to University policies and applicable federal and state laws. Vendor agrees to deliver all such records, including originals and all copies and summaries, to UCDH upon termination of this contract. Vendor 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 UCDH. 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 UCDH 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, sub Vendors or other third (3rd) parties for the purpose of influencing such persons to act contrary to UCDH’s interest or for personal gain. Supplier shall immediately notify UCDH of any and all such violations of this clause upon becoming aware of such violations.

18. Vendor Debarment: Vendor/Vendor 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/Vendor is excluded from participation in any federal healthcare or procurement program.

19. Taxpayer Identification: California Public Contract Code Section 10518 requires Vendor (vendor) who enters into a contract with UCDH 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: UCDH 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: Vendor shall ensure that all “Workers” employed by Vendor and supplied to UCDH 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 Vendor’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, Vendor shall have proof of work authorization for every Vendor employee assigned at the Vendor'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 Vendor for every such employee in compliance with applicable law. Vendor 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: Vendor 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, Vendor will not hire any employee of the United States government to perform any service covered by this agreement. Vendor affirms that to the best of its knowledge there exists no actual or potential conflict between Vendor’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: 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 Vendor 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 Vendor 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. Identify personnel who have this experience and identify scope of engagements completed within the past 2 years

3. Identify by name and position any UCDH 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 UCDH.

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:

1. Demonstrate your ability to change work processes related to length of stay within an academic medical center.

2. Identify any prior work completed within the UC California system that is directly related to this RFP

3. Describe work completed at UCDH that demonstrates that you understand our unique environment, and which will facilitate an efficient start to the engagement.

FEE STRUCTURE/PAYMENT TERMS

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

The attached Independent Contractor Agreement will be done with the winning bidder.

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 corporation described in California Constitution Article IX, Section 9, on behalf of University of California Davis Health ("University") and XXXXX ("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 at the following day, time, and location.

3. The Independent Contractor shall be paid $_______ 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 other payment will be made in advance of Services performed except as otherwise specified in this Agreement. Final payment will be withheld pending completion of the work. Invoices may be submitted to:

   If applicable, 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. The term of this Agreement shall commence on the date of last signature below (the “Effective Date”) and shall continue through ________, unless earlier terminated, and may be extended by mutual written agreement of the Parties. This Agreement may be terminated by either party upon thirty (30) 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 hereby assigns all right, title and interest, including copyright, to any copyrightable work(s) developed under this Agreement to the University in perpetuity and agrees to execute or produce any and all documents necessary to allow University to register copyright for such works.

9. 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.

10. 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)

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 Insurance for 1 million dollars

If any 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.

11. All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties via email

   UNIVERSITY: INDEPENDENT CONTRACTOR:
   UC Davis Purchasing
   4800 2nd Ave #3010
   Sacramento, CA 95817
   wrcorbett@ucdavis.edu

   Either party may change its address.

12. All services performed by Independent Contractor in connection with this Agreement shall be performed in compliance with all applicable federal, state and local laws, rules and regulations. This Agreement shall be construed in accordance with the laws of the State of California.

13. 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.
14. Independent Contractor warrants that he/she/it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (https://exclusions.oig.hhs.gov/) and the System for Awards Management (https://www.sam.gov). 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.

15. During the performance of this Agreement, Independent Contractor and any and all 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, 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.

16. If the Services will be performed at one or more University of California (“UC”) campuses and/or medical centers, Independent Contractor shall comply with UC’s Terms and Conditions of Purchase, ARTICLE 25 – FAIR WAGE/FAIR WORK (https://www.ucop.edu/procurement-services/policies-forms/index.html), which is attached hereto and incorporated herein by reference.

All references to “Supplier” contained in the UC’s Terms and Conditions of Purchase, ARTICLE 25 – FAIR WAGE/FAIR WORK shall be understood by the Parties to refer to Independent Contractor as identified by this Agreement.

For Services that exceed $100,000 annually, Independent Contractor shall provide an annual certification utilizing UC’s Annual Verification Form (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html).

17. 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.

18. 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.).

19. Independent Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws and regulations if this is required for the engagement.

20. 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.

21. 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

Name:__________________________________
Title:___________________________________

Date______________________________

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA ON BEHALF OF UNIVERSITY OF
CALIFORNIA DAVIS HEALTH

By____________________________________

William Corbett
UC Davis Purchasing Department

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.

ATTACHMENT 1

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<th>Mean LOS (Exp)</th>
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