

Solicitation 1006-009

CHRONIC DISEASE MANAGEMENT SYSTEM
(CDMS)



Contra Costa County

Bid 1006-009 CHRONIC DISEASE MANAGEMENT SYSTEM (CDMS)

Bid Number 1006-009
Bid Title CHRONIC DISEASE MANAGEMENT SYSTEM (CDMS)

Bid Start Date Jun 18, 2010 2:53:31 PM PDT
Bid End Date Jul 23, 2010 5:00:00 PM PDT
Question & Answer End Date Jul 16, 2010 5:00:00 PM PDT

Bid Contact Cynthia Shehorn
Buyer II
GSD - Purchasing
cshehorn@gsd.cccounty.us

Contract Duration See Specifications
Contract Renewal Not Applicable
Prices Good for Not Applicable

Bid Comments VENDORS PARTICIPATING IN THIS BID OPPORTUNITY MUST BE REGISTERED WITH BID SYNC. PLEASE CONTACT CUSTOMER SUPPORT IF YOU NEED TECHNICAL ASSISTANCE WITH ANY PART OF THE PROCESS. CONTACT INFORMATION IS AS FOLLOWS:
VENDORSUPPORT@BIDSYNC.COM OR CALL 800.990.9339.

QUESTIONS WILL ONLY BE ACCEPTED THROUGH THIS WEBSITE. NO EXCEPTIONS PLEASE. BID RESPONSES MUST BE UPLOADED ELECTRONICALLY TO THE BID SYNC WEBSITE AS WELL AS SUBMITTED IN HARD COPY AS INDICATED IN THIS PROPOSAL.

PLEASE REFER TO THE TERMS AND CONDITIONS INCLUDED WITH THIS PROPOSAL. IF YOU HAVE ANY EXCEPTIONS TO THESE TERMS AND CONDITIONS THEY MUST BE STATED, OR THEY WILL NOT BE CONSIDERED.

Item Response Form

Item 1006-009-1-01 - TOTAL CAPITAL COST
Quantity 1 lump sum
Unit Price
Delivery Location Contra Costa County
No Location Specified

Qty 1

Description
FROM APPENDIX "D" ENTITLED, VENDOR COST QUOTATION, PLEASE INDICATE CAPITAL COST TOTAL, FROM PRICING MATRIX ON PAGES D-2 AND D-3.

Item 1006-009-1-02 - ANNUAL OPERATING EXPENSES - TOTAL
Quantity 1 lump sum
Unit Price

Delivery Location Contra Costa County
 No Location Specified

Qty 1

Description

FROM APPENDIX "D" ENTITLED, VENDOR COST QUOTATION, PLEASE INDICATE TOTAL ANNUAL OPERATING EXPENSES FOR ALL FIVE (5) YEARS, FROM PRICING MATRIX ON PAGES D-4 AND D-5.

Environmentally Preferable Purchasing Specifications

Purpose: The following specifications relate to the Contra Costa County Board of Supervisor's *Environmentally Preferable Purchasing Policy*. Bidders shall identify specific areas related to their product or service and indicate in their response, how they comply with these specifications.

Source Reduction

1. The bidder shall state, in writing, those products that have been remanufactured, newly remanufactured, or contain remanufactured components. Bidder shall identify products manufactured from recycled material.
2. Bidders shall eliminate packaging or use the minimum amount necessary for product protection. Packaging that is reusable, recyclable or compostable is preferred, when suitable programs exist. Vendors are encouraged to take back and reuse pallets and other shipping and packaging materials whenever feasible.

Recycled Content Products

3. Copiers, facsimile units, and printers shall be compatible with the use of recycled content and remanufactured products. No equipment of this type will be purchased with features that preclude the use of recycled or remanufactured supplies. Bidder shall identify in writing, specific papers and supplies that meet this requirement.
4. The bidder shall state, in writing, that re-refined lubricating and industrial oil for use in its vehicles and other equipment, is certified by the American Petroleum Institute (API), is in accordance with California Public Contract Code, Sec. 10409, and is appropriate for use in such equipment.
5. The bidder shall identify asphalt concrete, aggregate base, or Portland cement concrete for road construction projects that use recycled, reusable or reground materials.
6. The bidder shall identify recycled transportation products, including signs, cones, parking stops, delineators, channelizers and barricades, which shall contain the highest post consumer content practicable and are priced competitively with other like items and meet Caltrans and OSHA specifications.
7. Pre-printed recycled content papers intended for distribution shall contain a statement that the paper contains recycled content, and the percentage of post consumer recycled content it contains.

Energy and Water Savings

8. Unless otherwise stated, equipment purchased shall be energy-efficient with the most up to date energy efficiency functions. This includes, but is not limited to, high efficiency space heating and cooling systems.
9. When bidding on electronic products where U.S. EPA Energy Star certification is available, the products must meet the latest Energy Star certification standards. Desktop computers, notebooks and monitors shall meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as "required" as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.
10. Bidder shall identify water-saving products including, but not limited to, high-performance fixtures like toilets, low-flow faucets and aerators, and upgraded irrigation systems.

Green Building

11. New building and renovations undertaken shall follow Green Building Practices for design, construction, and operation, where appropriate, as described in the LEED Rating System.

Landscaping

12. All landscape renovations, construction, maintenance, and other landscaping services, shall employ sustainable management techniques for design, construction and maintenance whenever possible, including but not limited to, integrated pest management, grass-cycling, drip irrigation, composting, and procurement

and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.

13. Plants should be selected to minimize waste water by choosing species that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.
14. Hardscapes and landscape structures constructed of recycled content materials are encouraged. Impervious surfaces in the landscape shall be limited wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios, and driveways.

Toxics and Pollutants

15. Industrial and institutional cleaning products shall meet Green Seal certification standards for environmental preference and performance to the extent available. This also applies to custodial contractors who use such products.
16. Custodial contractors shall use vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label" Testing Program – Vacuum Cleaner Criteria. Contra Costa County shall use vacuums that capture 99.97% of particulates or 0.3 microns in size and operate with a sound level less than 67dBA.
17. Identify the use of micro fiber cleaning cloths that capture fine particulates using fewer wetting agents.
18. Heating, ventilation, air conditioning, refrigeration, insulation and fire suppression systems shall not contain chlorofluorocarbons and Halon-containing refrigerants, solvents, or other products.
19. Pest control problems shall be managed through prevention and physical, mechanical, and biological controls in accordance with the Contra Costa County Integrated Pest Management (IPM) program which practices using the least toxic pest control as a last resort.
20. Contra Costa County shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture, and casework in the maintenance of buildings and landscapes.
21. Contra Costa County shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to purchasing paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture, flooring, and medical supplies whenever practicable.
22. Contra Costa County shall purchase products and equipment that contain no lead or mercury whenever possible. For products that contain lead or mercury, preference shall be given to those products with lower quantities of these metals and to vendors who establish lead and mercury recovery programs.
23. The County shall consider less-polluting alternatives to diesel such as compressed natural gas, bio-based fuels, hybrids, electric batteries, and fuel cells, as available in accordance with Administrative Bulletin 508.2 "Clean Air Vehicle Policy and Goals."

Forest Conservation

24. Contra Costa County shall not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner.
25. The use of previously used or salvaged wood and wood products shall be used whenever practicable.

Bio-Based Products

26. Vehicle fuels made from non-wood, plant-based contents such as vegetable oils shall be identified.
27. Paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues shall be identified.
28. Identify Bio-based plastic products that are biodegradable and compostable, such as bags, film, food and beverage containers, and cutlery.

29. Compostable plastic products purchased shall meet American Society for Testing and Materials (ASTM) standards as found in ASTM D6400-04. Biodegradable plastics used as coatings on paper and other compostable substrates shall meet ASTM d6868-03 standards.
30. Provide proof of compliance with ASTM standards for compostable, biodegradable and degradable plastic products upon request.

Rev. 5/10

Contra Costa Health Services

Chronic Disease Management System Selection

Request for Proposal

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I. Introduction

I. Introduction

A. Overview

Contra Costa Health Services (CCHS) is a comprehensive, county health system serving the 1.1 million residents of Contra Costa County in north central California. The health system is headquartered in Martinez, California, and employs over 3,500 individuals including more than 300 patient care providers. It consists of eight ambulatory health centers, a 166-bed hospital, the Contra Costa Health Plan (CCHP) health maintenance organization, and Contra Costa Public Health (CCPH). The Contra Costa Health Services Department mission statement reads as follows:

The Health Services Department cares for and improves the health of all people in Contra Costa County with special attention to those who are most vulnerable to health problems and their consequences.

CCHS is a Federally Qualified Health Center (FQHC) and receives more than 87 percent of its funding through federal and state programs. Consequently, participating in chronic disease collaboratives and fulfilling the associated reporting requirements set by the Health Resources and Services Administration (HRSA) Health Disparities Collaborative is a high priority for CCHS. As an active participant in diabetes collaboratives sponsored by such organizations as the California HealthCare Foundation and the California Health Care Safety Net Institute, CCHS expects to increase diabetes tracking in 2010 from 1,000 to a minimum of 1,500 of its approximately 8,000 diabetic patients, to expand reporting from three health centers to a minimum of four, and to begin reporting on additional chronic diseases beyond diabetes. To meet its goals, CCHS is in need of a comprehensive tool to manage all of its chronic disease patients and to facilitate accurate and efficient reporting both internally and externally.

CCHS foresees at a minimum the following specialties and providers using the system:

- n Family Practice.
- n Pediatrics.
- n Internal Medicine.
- n Cardiology.
- n Contra Costa Regional Medical Center (CCRMC) inpatient providers.
- n CCHP case managers.
- n CCPH providers and nurses.

CCHS's 300 providers serve more than 100,000 patients in over 640,000 patient visits annually (380,000 in the ambulatory health centers). Detailed information about the projected number of CCHS system users is provided in APPENDIX A. More background information is available on CCHS's Web site at <http://www.cchealth.org>.

Contra Costa County General Services Purchasing Department and CCHS are issuing this Request for Proposal (RFP) to procure a Chronic Disease Management System (CDMS). CCHS wishes to review options for CCHS hosting the system itself or the vendor hosting the system. The preferred vendor will have the capability to configure and maintain the system and all required interfaces, as well as provide implementation and ongoing escalated application support. The RFP provides an overview of the operating environment, infrastructure, and system requirements for CCHS. In addition, it presents proposal submittal information, evaluation criteria, and specific requirements for the vendor response.

B. Objectives

The major objectives in implementing the CDMS are to:

- n Provide a stable chronic disease management solution that integrates with existing systems at CCHS.
- n Provide disease management and prevention capabilities that facilitate care management for the CCHS population.
- n Share appropriate clinical data with disease management and quality improvement collaboratives.
- n Comply with payer, state, and federal reporting requirements.
- n Streamline and standardize administrative and clinical processes.
- n Make more informed clinical decisions as a result of having access to complete and relevant patient information and decision-support functionality at all locations.

A single vendor must be able to provide the solution in its entirety. This vendor may choose to partner with third parties to provide the solution; however, the respondent is entirely responsible for meeting the requirements as defined in this request. The successful respondent will be considered the prime contractor and, as such, will be held solely responsible for the agreed-upon solution as described in its response.

C. Current Environment

1. CCHS Application Environment

CCHS uses Keane Care, Inc., software for patients' admission/discharge/transfer (ADT) and billing data and MEDITECH's MAGIC platform as a Hospital Information System (HIS).

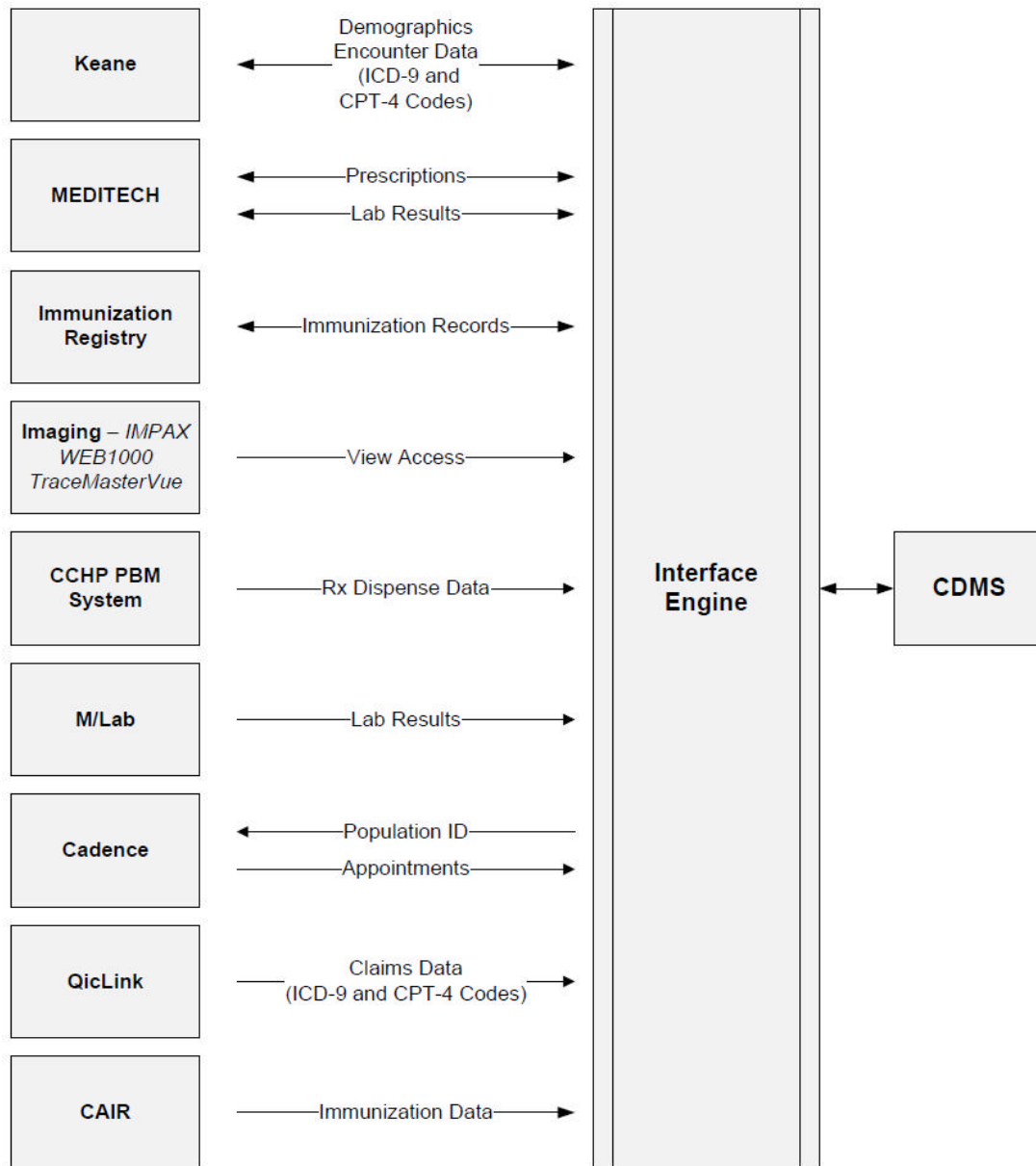
Tables 1 and 2 list the current major applications in use by CCHS and the function and plans for each.

Table 1 – Current Vendor Applications

Vendor	Application	Function	Interfaced/Integrated With CDMS
Agfa HealthCare	IMPAX WEB1000	Picture Archiving and Communication System (PACS)	Yes
Common Cents Systems	M/Lab	Laboratory Information System (LIS)	Yes
Epic Systems Corporation	Cadence	Patient Scheduling	Yes
Hyland Software, Inc.	OnBase COLD/ERM	Document Imaging/Storage	No
Keane Care, Inc.	Patcom	Revenue Cycle, ADT, Master Person Index (MPI)	Yes
Krames	Krames On-Demand	Patient Education	No
MEDITECH	MAGIC	HIS (laboratory, microbiology, pathology, blood bank, prescription order management, emergency department management, physician order management, order entry)	Yes
MEDITECH	NMI	Interfacing Module	TBD
MEDITECH	Data Repository	Clinical Data Repository (CDR)	Yes
Oracle	PeopleSoft Enterprise General Ledger	General Ledger	No
Philips	TraceMaster	Echocardiogram Management System	Yes
SPI	ChartNet (Hosted)	Dictation and Transcription	TBD
Sun Microsystems, Inc.	SeeBeyond eGate	Interface Engine	Yes
The TriZetto Group, Inc.	QicLink	Benefits Administration	TBD
State of California	California Immunization Registry	Immunization Registry	Yes
In RFP Process		Case Management	TBD
In RFP Process		Medical Record Management System	TBD

2. Interface Development

To provide the most accurate and efficient care to patients as they move between CCHS clinics and CCRMC, specific data elements should be electronically transferable. Interfaces are expected in a variety of areas and between multiple organizations. Our understanding of these proposed interfaces is illustrated in Figure 1 below. The vendor must, in its response, provide complete information regarding the proposed cost and implications of this design. The preferred method of integration between the systems is via real-time Health Level 7 (HL7) interfaces, although in many situations, it may be more practical (at least in the near term) to use other various file transfer protocols or methodologies to send and receive electronic data. Data may be sent directly from the source system or from the data warehouse. CCHS welcomes any suggestions to make this ultimate integration more feasible and/or cost-effective.

Figure 1 – Proposed CCHS Information Exchange¹**Patient Demographics and Encounter Data**

- n The CDMS will need to receive real-time demographic data from Keane so that when patients are seen for the first time after the CDMS is implemented, clerical and clinical staff members will not have to enter basic patient information such as name, date of birth, and address.

¹ Real-time data exchange is only critical for one of the interfaces depicted on the diagram – the inbound demographic interface from Keane. Although not ideal, laboratory results can populate with a lag of several hours. The remaining data can be updated on a daily basis and, in this case, the data may come from the data warehouse instead of the source system.

- n Certain diagnosis and procedure codes from Keane and from the claims data available in QicLink and/or the data warehouse will need to be routinely populated in the CDMS to enable algorithm-based population identification and other functions, such as, two or more diabetes diagnoses within a specified time frame and resolution of protocol interventions (e.g., foot exams performed by podiatry and retinal eye exams performed by ophthalmology).

Laboratory, Radiology, and Pharmacy Orders/Results

- n The primary source of laboratory data in the CDMS will be the MEDITECH laboratory and microbiology module. Secondary but potentially important sources are Quest Diagnostics and PH's M/Lab system.
- n CDMS users should be able to seamlessly view PACS and echocardiogram images, though it is not anticipated that the images will be stored within the CDMS.
- n An interface will need to be developed from the prescription order management module in MEDITECH with the name and strength of medications ordered by CCHS providers. Medication dispensation from Perform Rx, CCHS's pharmacy benefit management (PBM) system, will also need to be interfaced to the CDMS. Ideally, if a prescription is ordered in MEDITECH and paid for by CCHP, the prescription and dispense messages will be reconciled.

Other Information

- n The CDMS will need to send and receive immunization data, including vaccine type and administration date, from the California State immunization registry.
- n If a patient has been identified in the CDMS as being part of a population that is included in the CCHS disease management program, there should be an indication of this in the Cadence scheduling system. This indication may need to be in the form of an assigned alphabetical or numerical value. This will alert the care team that the CDMS should be used at the point of care for this patient. In the future, it may be necessary to automatically remove indications for temporary disease states. The CDMS should also receive appointment information from Cadence.
- n Following initial implementation, the CDMS will need to integrate with the existing IBM Lotus Notes email system.

3. Long-Term Strategy

CCHS plans to implement an ambulatory electronic medical record (EMR) within the next 5 years; therefore, it is very important to understand how a CDMS could be implemented in a manner which is "forward compatible" with an EMR strategy. This implies the following:

- n Ability to convert data from the CDMS to the EMR. Sample information may include problem lists and medication lists.
- n Ability to interface the CDMS and EMR. Currently, chronic disease systems have a different focus (disease and population management) than EMRs (encounter documentation and preventive care).

II. Instructions to Responder

II. Instructions to Responder

This section provides the vendor with the schedule of events for the system selection process, the rules under which it will be conducted, and the mandatory response format for the RFP. These rules are intended to provide a fair and impartial selection process; therefore, departure from the rules and procedures as detailed in this section may result in rejection of the vendor's proposal.

A. Proposal Submission Requirements

1. System Selection Process

We anticipate a rapid selection process, which will conclude with selection of a preferred vendor at the end of August 2010.

Table 3 – System Selection Schedule

Activity	Date
Distribution of RFP	June 18, 2010
Acceptance of Vendor Questions	July 16, 2010 5:00pm
Vendor Proposals Due	July 23, 2010 5:00pm
Demonstrations	Week of August 2, 2010
Reference Checks	Week of August 9, 2010
Site Visits	Week of August 16, 2010
System Selection	Week of August 30, 2010

RFP

The RFP will be posted on the Bidsync.com Web site. Interested parties must complete the vendor registration in order to view and print copies of the RFP and attachments. All inquiries regarding this RFP must be submitted to the Bidsync.com web site.

Reference Checks

CCHS will contact existing clients immediately upon receiving contact information. Please identify as many comparable references as possible in APPENDIX B. CCHS is interested in speaking with current clients that have been using the vendor's product for at least 2 years in a production environment and/or are similar in size, scope, and complexity to CCHS. We are especially interested in Meditech clients.

Site Visits

CCHS will request site visits to clients that are comparable in size and scope and are using the same systems that are being proposed for CCHS. CCHS reserves the right to select

and conduct a site visit(s) at an existing client(s) utilizing the proposed system. Vendors will be required to provide a list of potential clients for a site visit. These clients should match the profile of CCHS.

2. Proposal Format

The proposal must be organized as described below and must include the information as specified. Proposals must correspond to the following requirements:

- n The proposal must be complete and accurate in all respects. This includes provision of lowest-cost pricing to CCHS.
- n Use the proposal format provided on this electronic copy.
- n Complete both the qualitative response sections and checklist. In the qualitative response sections, provide a straightforward, concise description of current capabilities and proposed functions. Emphasis should be on completeness and clarity of content.
- n Respond to every part of every question. Failure to respond to all sections and requirements of the RFP may result in rejection of the vendor's proposal at the discretion of CCHS.
- n Clearly mark any components of the proposal to be considered proprietary and confidential. No part of any proposal will be made available for public inspection or be shared with other proposing vendors.
- n You must submit your response electronically via BidSync.com
- n Follow up with 5 hard copies of the proposal in loose-leaf, three-ring binders, addressed to the Buyer, at the address indicated below.
- n Include a transmittal letter prepared on your letterhead and signed by an officer of your organization with the proposal.
- n Submit all promotional materials and other documentation not specifically requested by this RFP as attachments.
- n Clearly mark all packages or envelopes with "CONTRA COSTA HEALTH SERVICES – CHRONIC DISEASE MANAGEMENT SYSTEM PROPOSAL # 1006-009.

3. Proposal Submission

5 hard copies, and 2 electronic copies (via CD) of the proposal must be received no later than 5 p.m. (Pacific time) on July 23, 2010 and must be delivered to:

Contact Name:	Cynthia Shehorn, Buyer II
Contact Address:	General Services Purchasing 1220 Morello Avenue, Suite # 210 Martinez, CA 94553
Telephone:	925.313.7300
E-Mail:	cshehorn@gsd.cccounty.us

Vendor must also submit their proposal responses electronically to BidSync.com or they will not be considered.

Any questions about the solicitation or other requests for data in connection with this procurement shall be posted to the Bid Sync website. Vendors should not contact any representatives of CCHS during this process.

4. Statement on the Confidentiality of the Information Disclosed

Information in the RFP is strictly confidential and is proprietary to CCHS. Any release of information contained in the RFP to a third party without prior consent from CCHS will result in rejection of the vendor's proposal.

This solicitation contains confidential and proprietary information. Its reproduction by photographic, xerographic, electronic, or other means is authorized only for the purpose of preparing a response by the intended the vendor. Upon completion of the solicitation response process, all non-selected vendors should destroy all copies of the solicitation.

5. Nondisclosure

The vendor shall not disclose to anyone, other than the vendor's employees, officers, and other authorized parties directly connected to responding to this solicitation, any information concerning or found within this solicitation. No news release, public announcement, or any other reference to this solicitation or any program there under shall be made without written consent from CCHS.

6. Other Qualifications

- n Response to this RFP does not commit CCHS to paying any costs incurred in the preparation of bids. All costs associated with responding to this RFP are to be borne by the vendor.
- n CCHS reserves the right to not take action on any vendor's response.
- n News releases pertaining to this RFP and the award of any contract will not be made without prior approval of CCHS.
- n CCHS reserves the right to not make a system selection.

B. Evaluation Criteria

The criteria used to select the preferred vendor are at the sole discretion of CCHS. Vendor proposals will be evaluated using criteria listed below. Responses will be evaluated based on the best fit of the proposed system to the needs of CCHS.

- n *Quality of Response* – The completeness and overall quality of the vendor's proposal, including submission of appropriate and reasonable responses to all RFP requirements.
- n *Vendor Stability* – The demonstrated financial stability of the vendor's organization.
- n *Vendor Experience* – The proven ability of the vendor to deliver, implement, and support the proposed system and services in similar healthcare environments.

- n *Software Capabilities and Stability* – The demonstrated ability of the proposed applications to meet the requirements of CCHS for the CDMS.
- n *Software Support* – A demonstrated track record in addressing software malfunctions and in supporting and enhancing the proposed system in an effective and timely manner.
- n *Future Product Releases and Enhancements* – The vendor's strategic initiatives, products in development, and planned enhancements, as well as associated costs and rollout dates.
- n *Hardware and Network Architecture* – The ability of the proposed hardware and network configuration to support the proposed applications and provide suitable response time, as well as scalability/flexibility to accommodate future growth.
- n *Interface Capabilities* – The ability to interface effectively with existing and planned CCHS and community information systems using established interface standards and tools.
- n *Contract Terms* – The ability to substantially conform to Contra Costa County's standard technology procurement agreement.
- n *System Cost* – The initial and ongoing costs associated with the proposed applications, hardware, implementation, customization, interfaces, conversion, and support services.
- n *Adherence to Instructions* – Credit will be given to submissions which are succinct, answer all questions, and adhere to the requirements specified on this RFP.

C. Contract Negotiation

Following evaluation of the RFP and vendor selection, CCHS expects to negotiate an agreement with the selected vendor. The responses to this RFP and any other requested information and documentation regarding the resolution of open issues will be incorporated into the agreement.

Vendors should expressly understand that the conclusion of CCHS's selection process, as detailed in this RFP, is not the end of the acquisition process. CCHS's selection and acquisition of any system will not be final until CCHS has negotiated an acceptable agreement with the vendor and that agreement has been reviewed and approved by the vendor and Contra Costa County's legal counsel, executive team, and purchasing manager.

Based on the responses to this RFP, the field will be reduced to several finalists. These finalists will be asked to present an on-site demonstration of the system.

III. Vendor Response

III. Vendor Response

A. Minimum Vendor Requirements

At a minimum, vendors must meet the following qualifications in order to have their proposals evaluated and to be candidates for further consideration. Please respond to each question.

1. Do you have a 5-year track record in the design, implementation, and support of CDMSs similar to those proposed in your response to this RFP?
2. Are you able to integrate or interface with Keane ADT, Epic Cadence, and MEDITECH MAGIC using compliant HL7 formats?
3. Do you have experience interfacing to clinical applications via Sun Microsystem's eGate interface engine?
4. Are you able to conform to Contra Costa County's standard technology procurement agreement? (See APPENDIX E.)
5. Does your system have a full audit trail on all your screen, both read only and read and write screens? Can you generate a report that shows who viewed a screen, who changed a screen, as well as what changes were made and when?

B. Corporate Qualifications

Please provide the information below regarding your corporate qualifications.

1. Corporate Information
 - 1.1 Provide name, title, address, e-mail, telephone, and fax number for the primary contact.
 - 1.2 Provide the name, address, telephone number, and corporate Web site URL of the legal entity(ies) with which any contract would be written.
 - 1.3 Describe the company's corporate history (year founded, acquisitions, mergers, major systems offered, etc.) and long-term strategic goals (new products, partnerships, etc.). Identify any proposed mergers, divestitures, and any major changes in corporate structure planned during the next 2 years.
 - 1.4 If your company serves as an application service provider (ASP) of a separate vendor's products, please also describe this company's corporate history and long-term strategic goals. Explain the relationship that you have with this vendor and provide any third-party contracts that exist between you and this vendor.
 - 1.5 Provide a brief description of your company's organizational structure. In addition, provide the number of staff (full-time equivalents [FTEs]) in total and for each of the following func-

tions employed by your organization and the software vendor you are contracting with, if applicable, using the table below.

Table 4 – FTEs by Position

Position	<u>ASP</u>		<u>Software Vendor</u>	
	Number of Employees (FTEs)	Number of Employees for CDMS Product (FTEs)	Number of Employees (FTEs)	Number of Employees for CDMS Product (FTEs)
Executives and Managers				
Sales				
Installation				
Research and Development				
Application Support				
Technical Support				
Customer Service				
Other				
TOTAL				

- 1.6 Provide a list of additional business partners or relationships that offer products or services directly related (i.e., mandatory), or complementary, to the product line proposed for CCHS.
- 1.7 Indicate whether any customers have filed legal action in a court of law claiming breach of contract or otherwise seeking remedies through legal action. Describe the situation, including the name and location of the customer, the approximate date that the action occurred, and the resolution of the action.
- 1.8 Attach a description or copy of the liability insurance coverage your firm and/or the software vendor carries, with the name of the insurance company and a certificate attesting to current coverage.
- 1.9 Attach a description or copy of the fidelity bond your firm and/or the software vendor carries. Identify the company and amount, and include a certificate attesting to current coverage.
- 1.10 Indicate the use of subcontractors, including the following information for each subcontractor or subcontracted entity:
 - n Management team.
 - n Individuals to be assigned to CCHS.
 - n Experience.

n Expertise.

n Role.

1.11 Indicate any current discussions or negotiations, if possible, with other entities regarding a potential merger or acquisition.

2. Product Information

2.1 Indicate your proposed products, version numbers, release dates, and currently installed clients by completing the table below.

Table 5 – Product Information

Product	Product Name and Version Number	Release Date	Number of Currently Installed Clients (Clinics and Physicians)	Number of Currently Installed Clients (Clinics and Physicians) by Software Vendor (if Different)
CDMS				
Care Management				
Patient Self-Management				
EMPI				
Reporting				
Secure Messaging				
Provider Portal				
Patient Portal				
Clinical Content				
Decision Support				
Fax Server				
Other (please list)				

2.2 Indicate the number of installations with a similar configuration of products to CCHS that your firm has completed and has currently under contract (including timeline for implementation of each proposed application). If applicable, please also estimate the number of similar installations that the software vendor has completed.

2.3 Describe the proposed disease management system. Include the development history for each module, identifying any components of the proposed system that were acquired, as opposed to developed, by your firm or the software vendor. Describe the level of integration between the components and explain how these components share data.

2.4 List and briefly describe any complementary products which CCHS may want to consider, such as:

- n Referrals module.
- n Care management module.
- n Document imaging.
- n Patient portal.
- n Provider portal.
- n Patient-entered data.
- n Fax server.
- n Single sign-on.
- n EMPI.
- n Electronic prescribing.
- n Auditing capabilities.

2.5 Describe the research and development initiatives by your firm and/or the software vendor that may be of interest to CCHS. Include both application and technical direction. Your description should include but not be limited to:

- n New product offerings.
- n New features and product releases.
- n Technology migrations.

3. Financial Information

3.1 Submit a copy of your most recent balance sheet, audited financial statement, and/or similar information that clearly substantiates the current financial condition of the company. Include any recent analyst reports and/or press releases regarding the financial state of your firm.

3.2 Provide the following information about the company's current financial status. If your firm is an ASP and does not own the software, please also provide this information about the software vendor.

Table 6 – Current Financial Status

	ASP	Software Vendor
Liquidity:		
n Current ratio.		
n Days cash on hand.		

	ASP	Software Vendor
Capital Structure:		
n Debt-to-equity ratio.		
n Debt service coverage.		
Activity: Asset Turnover Ratios		
Long-Term Debt Versus Equity		

- 3.3 Provide the following financial information about the company's most recent 3-year performance:

Table 7 – Vendor Financial Performance (2005–2009)

	ASP			Software Vendor		
	2007	2008	2009	2007	2008	2009
Total Annual Sales						
Number of New Sales						
Net Income						
Dollars Committed to R&D						

4. Client Base and References

- 4.1 Using APPENDIX B, provide as many reference organizations as possible for your clients whose size and demographic profiles are as similar (same size or larger) to CCHS, preferably in the state of California, that have been using the product you are proposing for at least 2 year.
- 4.2 Indicate whether any of your customers have uninstalled your system or replaced it in whole or in part with another competing product and describe the situation, including the name and location of the organization, the approximate date of replacement, the product replacing your product, and the issues that prompted the replacement.

C. CDMS Functionality

Please complete the functional criteria checklist included in APPENDIX C.

D. Vendor Services

Responses to this subsection should include enough detail to clearly communicate the vendor services available. It will be assumed, unless otherwise noted, that the services described are included in the proposal cost.

1. Training and Documentation

1.1 Describe your approach to training the implementation team in order to implement each system module selected and to training end users to be able to use the system. Your response should address the following issues:

- n Training courses provided, target users for each course, purpose, approach (train-the-trainer, classroom, etc.), prerequisites, timing, duration, and location (Martinez, vendor's site, remote via Internet, computer-based training courses, etc.). Include an agenda and sample materials for each course.
- n Any certification required by staff to support the application. How often is certification required? Is certification by release version? Where is certification training conducted? How long is the training?
- n Experience of vendor training staff.
- n System environment to be used for each course (test, training system, or production system) and assistance provided in configuring this environment.

1.2 Describe the extent to which training provided on upgrades and/or major releases is included in the standard maintenance agreement. Is there an additional cost for this ongoing training?

1.3 Describe your training database.

- n How is the training environment populated with patients? Is it populated with real patient data or dummy test data? What options does CCHS have on test patient generation?
- n How is the training environment kept in synch with other environments (production, test)?
- n To what extent is the training environment different than the production system?
- n What is the availability of the test environment? If the test environment is not accessible to CCHS, will CCHS be notified in advance?
- n Is a test system available for CCHS to use during the system selection process? If so, for how long, during the evaluation, contracting, and early implementation periods?

1.4 Provide details regarding the documentation that is provided as part of the standard installation approach, including:

- n System administrator and end-user reference manuals. Are sample end-user manuals available for review to assess appropriate technical language for clinical end-users?
- n Training manuals.

- n Draft policy/procedure manuals.
 - n Method in which documentation is provided (PDF, manual, online, e-bulletin, etc.).
 - n Ability for online manuals to be printed on demand.
 - n Level of customization required. Do materials have to be customized?
- 1.5 Describe how often both paper and online documentation and training materials are updated. Are they updated with every new release? If not, at what frequency is updated documentation provided?
2. Implementation Assistance
- 2.1 Suggest an implementation approach and training plan for CCHS, including a timeline for the proposed implementation. Include timelines for the project, phases, and/or milestones and expected level of effort and cost per milestone or phase. Provide information regarding project management, project organization, and scheduling, and include at a minimum:
- n Implementation methodology, including descriptions of phased and “big bang” rollout approaches.
 - n Resource requirements (CCHS and vendor), including roles and responsibilities, characteristics/traits, and level of dedication to the project over its various phases:
 - » Planning.
 - » Configuration.
 - » Testing.
 - » Training.
 - » Go-live.
 - » Rollout.
 - n Project plan and timeline.
 - n Schedules (major tasks, parallel activities, milestones and checkpoints).
 - n A specific discussion of approaches to spreading functionality across a large number of physicians over a short period of time and associated communication strategies. Specify the physician training plan options.
- 2.2 Describe the tools you will use to assess the training needs of CCHS and develop a flexible implementation plan that can accommodate the various needs of 700 individuals spread over eight sites and 60 miles.
- 2.3 Provide details regarding your plans for setting up the system, including establishing user-defined fields and parameters, setting up rules, building lookup tables, etc.
- 2.4 Describe your ability to assist with data conversion and migration activities prior to and during system implementation, including technical design assistance and programming to

electronically convert from existing systems to the new system's data structure. Provide conversion process considerations and approaches for the conversion of demographic data and existing registry data. Specifically indicate how you will migrate all existing HRSA required fields from the current system.

- 2.5 Describe by type of personnel (as listed below) the responsibilities related to your proposed implementation plan. Add any personnel categories that are not listed. Specifically indicate where the involvement of CCHS personnel is anticipated, and describe the anticipated role and expected level of involvement (FTEs) required by phase. Include the type of personnel, including expertise/background that will be required to accomplish each phase.

- n Vendor personnel.
- n Hardware vendor personnel.
- n User/operating area personnel.
- n CCHS information services personnel.
- n Other (please specify).

- 2.6 Identify the individual on your staff who will have overall responsibility for the total implementation and conversion. Provide the resume for this person that indicates his/her qualifications and experience.
- 2.7 Describe the extent to which you will assist CCHS in identifying and developing optimal processes in conjunction with implementation of the CDMS. Indicate your specific methodology for operations improvement, if available. Describe achievable benefits of disease management implementation that CCHS should be able to attain via implementation of the proposed system.
- 2.8 Describe the problem-reporting process during implementation, and indicate whether all problems will be resolved while the vendor's implementation support staff is available. Is the ticket submission and tracking process online?
- 2.9 How frequently will vendor personnel be on site during the implementation? What will their roles and duration on site be? What on-site office space and equipment expectations are there?
- 2.10 Consider another implementation similar to the size and configuration of the system proposed, and estimate the periodic system downtime required for daily and month-end processing, dumps, and scheduled maintenance. Are downtime and recovery procedures available?
- 2.11 How will you test CCHS's readiness for implementation?

3. Acceptance Testing

Vendors will be expected to work with CCHS to develop acceptance criteria and procedures for testing and approving the successful installation and operation of the entire system, with final payments tied to performance by application. ***Prior to signing a contractual agreement, the vendor is required to submit a detailed and mutually agreed-upon acceptance plan, including planned interfaces to become a part of the agreement.*** It should be understood that not meeting specific parts of the acceptance test procedure might cause the contract to be renegotiated or even canceled.

- 3.1 Provide examples of and procedures for acceptance criteria used in previous installations, by component and for combined integrated system testing, including time to complete.
- 3.2 Provide examples of your standard test plan, including test scripts used to determine satisfactory performance of system(s) after installation.
- 3.3 Indicate whether you have a formal procedure for documenting acceptance testing results with CCHS. Identify how you would substantiate with CCHS that the system is ready for clinical use.
- 3.4 Identify any CDMS components that are “pre-staged” at vendor facilities prior to shipment to the client.
- 3.5 Do you agree to the specific acceptance processes as outlined in the Contra Costa Acceptance Testing Overview? (See APPENDIX F.)

4. Maintenance and Ongoing Support Services

- 4.1 How long after activation does your installation team versus regular support personnel provide system support?
- 4.2 Describe your software upgrade process.
 - n How are new releases provided?
 - n What support is covered for implementing upgrades/new releases?
 - n Are all of your ASP clients always upgraded to the same system version? Can CCHS choose to delay upgrading, and if so, will you continue to support previous versions? How long will previous versions be supported?
- 4.3 Describe provisions you would make for deploying a release or enhancements in advance of the normally scheduled release such as may be necessary to resolve a critical problem. Include a discussion of costs that would apply, including any implementation costs.
- 4.4 Describe the extent to which customizations can be maintained in future releases without additional charges being incurred.

- 4.5 Provide details regarding the location(s), expertise, training, and background of your support staff. Indicate whether support staff specialize by application, or if the support is global across all products. Will there be one person on point for ongoing support of CCHS?
- 4.6 Indicate your normal support hours, including the time zone. How will you ensure that support staff will be available during the practices' normal workdays (7 a.m. to 7 p.m., Pacific time, Monday through Saturday)?
- 4.7 Some clinic staff work after-hours during evenings, on weekends, and on recognized holidays. Indicate how support staff will be reached off-hours and whether they will be contacted directly or via an operator.
- 4.8 Can all CCHS staff contact you with questions, problems, and enhancement requests, or do you require that CCHS identify an on-site point person to triage all issues before they are reported?
- 4.9 Indicate your guaranteed response time for problems reported both during regular hours and off-hours. Provide time guarantees for telephone, online, and on-site responses.
- n Do you require your clients to assess a severity code to each reported problem?
 - n Does response time vary depending upon the severity proclaimed?
 - n If so, what is this schema and associated response time?
 - n If there is a "budget" or pool of support hours proposed, what is it, and what is the penalty if the number of hours is exceeded? What is the benefit to CCHS if the number of hours is lower than anticipated?
- 4.10 Describe your problem-reporting tools.
- n Do you offer tools that can be used by your clients to report and track problems?
 - n Are these tools available via the Internet?
 - n Do you provide a list of outstanding problems, enhancements, and frequently asked questions (FAQs) online? Is the list client-specific or global, covering all of your clients, all problems, and all fixes?
- 4.11 Describe your process for identifying, evaluating, and fixing bugs or problems in your software.
- 4.12 Describe your user group (membership, meetings, listservs, etc.) or client collaborative. What are CCHS's participation requirements once it becomes a member of this group or collaborative?

- 4.13 Describe the level of customization allowed for each client. What is the process for requesting and implementing these customizations? How are customization requests prioritized among the entire client base?
- 4.14 If CCHS requests an enhancement that ultimately benefits other clients, how is the cost of this enhancement distributed among these clients? Similarly, are there any costs associated with CCHS using a customization previously requested by another client?
- 4.15 What assistance with the hardware and operating system do you provide? Must CCHS call you first to diagnose hardware problems? How do you work with third-party providers to resolve interface hardware/software/operating system issues?
- 4.16 If CCHS's database becomes corrupt during production operation, what type of assistance will you provide in correcting the problem? Is this assistance covered in your support and maintenance agreement? What conditions might occur that would fall outside the scope of the maintenance agreement?
- 4.17 When is the warranty period deemed to start, and how long is each period?
- 4.18 Does the warranty cover parts, labor, travel, and shipping expenses? If not, explain what is covered.

E. Technology Proposal

This subsection contains a series of technical questions related to the proposed solution. CCHS may choose to host the system itself or have the vendor or some other value-added reseller host the CDMS. You may provide additional technical or promotional materials for reference, but such materials must not be used lieu of your response to questions. Further, such materials must be referenced as attachments and must not be incorporated in the body of your response.

- 1. General Technical Infrastructure
 - 1.1 Provide a description of the overall architecture for your system. Describe the hardware platform, database, and programming language proposed for your solution. Indicate whether your system is client/server-based, and describe the client/server messaging architecture. Indicate any end-user device options.
 - 1.2 What operating system(s) can your system use? Which versions of these operating systems do you use? Itemize by application if these differ.
 - 1.3 Does your system require any modifications to the standard operating system(s) listed above?
 - 1.4 Please specify the compilers and interpreters you use to develop and maintain your system. Is it desirable or useful for CCHS to have your system's language compiler or language interpreter?

- 1.5 All systems must be highly available (99.9 percent) during operation hours. For any suggested configuration, please allow for 24/7 system availability of system software, hardware, and data. For any suggested configuration, please specify assumed system recovery time. Indicate the average percentage at similar sites and reasons for scheduled downtime.
- 1.6 Describe your approach for integrating your proposed system into the community's current systems environment, referring to the goals described in Section I. Include:
- n Roles and responsibilities in configuration between client, the vendor, and other parties.
 - n Tools for configuration, monitoring, and maintenance of interface messages.
 - n Network operating system.
 - n Remote access issues.
 - n Supported protocols.
 - n Diagnostic or management tools.
 - n Desktop operating system.
 - n Topologies supported.
 - n Local area network (LAN) speed required/supported.
 - n Uptime guarantee.
 - n Response time guarantee.
- 1.7 Please describe the minimum and optimal network and connectivity requirements to support accessing the hosted solution as desired (based on the described number of interfaces, locations, and physicians).
- 1.8 Identify the maximum activity volume and users that can be effectively accommodated on the proposed configuration.
- 1.9 Describe how the system will be configured to allow for future growth, anticipating a 10 percent growth in patients per year. Describe what would be required to ensure performance if the system exceeded the number of records projected.
- 1.10 Provide a description of the Internet/intranet functionality that is being proposed as part of your system. What Web-based technologies are utilized in the proposed system? How many clients are using the same proposed technology, and how long has it been implemented?
- 1.11 Describe how the system will be accessed remotely by CCHS users (i.e., at home or at a community hospital) and how CCHS administrators can control which users have remote access.

- 1.12 Describe how CCHS can monitor the system access and use of its users as well as any community physicians given read-only system access.
- 1.13 Provide a description of the system backup process including how and where the data is stored. Can this be handled as a background process or in dynamic mode so that the system is always operational? What backup schedule are you proposing? What backup software and architecture are you proposing (i.e., storage area networks [SANs] and network attached storage [NAS])?
- 1.14 Describe your monitoring policies of the central hardware, servers, and network.
- 1.15 How do you handle disaster planning to ensure adequate backup response in the event of a disaster? What redundancy does your configuration offer? Does the ASP have a disaster recovery center? In the event of a disaster, what is the failover time to the disaster recovery center?
- 1.16 Describe the proposed data center or the data center at the ASP that will house the central hardware. Discuss redundant power methods, temperature and humidity controls, and security measures.
- 1.17 Describe your product's archive and purge capabilities.
- n Does your product support archiving data to a long-term storage medium (i.e., optical disk)?
 - n How does your product support information retrieval from long-term storage to active database?
 - n Does your product support querying of specific data elements from archived data?
 - n Are timed archives or data purges an option?
- 1.18 Will CCHS have any input into the data retention periods? How are these elements defined and maintained? Are the archive parameters based on encounter date? If not, please indicate the fields upon which the archive parameters are based. Are the fields upon which archive parameters are defined user-configurable?
- 1.19 Describe any potential implementation problems if CCHS decides to elect procurement of its own hardware for part or all of the CDMS.
- 1.20 CCHS desires to utilize commercially available, and non-proprietary hardware solutions. It desires its system to be open and hardware independent and include the ability to integrate with its SAN. How does your proposed system support this concept?

2. Connectivity and End-User Hardware

CCHS requires the vendor to provide a connectivity and end-user hardware configuration which ensures that system response time does not cause work flow delays. In particular, there should be sub-second response to enter data, tab between fields, and access pull-down menus. Moving from one screen to the next should take at most 5 seconds. Patient searches may require at most 20 seconds. It is recognized that report generation, batch processes, and sophisticated queries may require additional time. The system should provide for a production environment, a testing environment, a shadow/reporting environment, and a training environment. The configuration should be warranted for 99.9 percent uptime, assuming 24/7 availability, less a mutually agreed-upon level of downtime for scheduled maintenance and upgrades.

- 2.1 Describe in detail the network configuration you recommend for the proposed system. The configuration must anticipate the need for suitably sized production, testing, and training databases and be inclusive of all modules being proposed (including third-party products). Include a schematic. Include the approach you used in determining the network configuration for this proposal.
- 2.2 Specify the requirements for the use of peripherals including desktop devices. Indicate the desktop and operating system that you recommend. Indicate the maximum number of terminals, workstations, printers, and other devices (local and remote) that the proposed system will accommodate. The desktop configuration should enable appropriate users to access a suite of products (Internet Explorer, Microsoft Office) in addition to the CDMS and related third-party components. If stand-alone PCs or other devices are required for specific functions (e.g., indexing of scanned documents), indicate the number of such devices required. Indicate CPU, IE version, RAM, video, and other specs.
- 2.3 How are printers set up on your system? Are print queues used? Can the printers be used by applications other than your system?

3. Software

- 3.1 Indicate whether the proposed system includes a relational database, and describe the database in detail, including master files, tables, and indices. Explain any applicable restrictions and/or limitations (capacity, number of users, etc.). Identify items that are vendor controlled.
- 3.2 Describe your approach to file updates, data element changes, default field values, text-editing capabilities, and restrictions to modification of system files and tables. Responses should also describe system upload/download or import/export capabilities, established templates, and database- or file-restructuring tools.
- 3.3 Describe restrictions relative to simultaneous updates to a patient record by different users. Describe any file-locking functionality.

- 3.4 Reference the various industry standards that your system supports (Continuity of Care Record [CCR], HL7 CDA, HL7, CCD, DICOM3, XML, etc.), including version numbers, where appropriate. What is your commitment to adopting future industry standards?
- 3.5 Does your system include any programs that periodically analyze the integrity of the database? Provide details regarding this capability and how it works.
- 3.6 Describe the use of any third-party software needed to complete the hosting solution (Citrix enterprise software, Microsoft software, anti-virus software, etc.), and indicate whether you can provide any of this software.
- 3.7 Can third-party SQL report writers be used to query your entire production database?
- 3.8 Are complete file structures, record layouts, and data dictionaries for your system provided to clients? In what manner or format are these provided?
- 3.9 Describe typical database maintenance and support tasks. Is a database administrator required to support the application?
4. Security and HIPAA
- 4.1 What provisions does your system allow for protecting patient confidentiality, including mental health, payer class, and HIV status? Does your system allow a patient's record to be sealed such that it is not accessible by personnel other than those specifically authorized? Does your system include an online security maintenance table? Describe this functionality/process.
- 4.2 As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security standard, entity authentication is "the corroboration that an entity is the one claimed." Describe your product's entity authentication capabilities.
- 4.3 Does your system require and prompt for periodic password changes? Is the interval for password changes user-configurable?
- 4.4 Describe any provisions that your system includes for automatically expiring a user logon if it has not been used for a period of time.
- n Is the automatic logoff function configurable? How is it controlled?
- n When a session times out and automatically logs off, is the user required to enter a password, token, etc., before being allowed back into the system?
- n Are users that are consistently automatically logged off identified by alerts or in a report?

- 4.5 Can any functions be accessed without being logged as part of the system audit trail? If so, please elaborate. What level of detail is included in the audit trail? Provide a sample, and explain how the audit trail can alert a system administrator that inappropriate activity may be occurring. Explain how you provide audit trail information on a display/print basis for read-only and read/write screens.
- 4.6 Does the system download protected health information (PHI) or other CCHS confidential information on desktop or tablet computers?
- 4.7 Can the system utilize Microsoft Active Directory to authenticate users into the application?
- 4.8 Does the system support role- or group-based security in which users may be added to roles or classes with the standard security of that role or class of user?
- 4.9 How is the data encrypted in transit and at rest?
- 4.10 Does the system have audit trail features for both read and write and read only encounters?
5. Interfaces
- 5.1 Has your system been interfaced with the SeeBeyond eGate interface engine from Sun Microsystems?
- 5.2 Indicate whether you have developed the interfaces listed below. Describe the type of interface (e.g., batch, interactive by protocol, real-time), and HL7 version used. If you have interfaced the type of data but not from the system that CCHS is using, please provide the name of the other vendor and product. If any of these interfaces are not currently available, please describe the cost associated with development in the cost proposal.

Table 8 – Interfaces

Interface	Previously Developed (Yes/No)	Interface Type	HL7 Version	Other Vendor/Product
Demographics From Keane				
Encounter Data From Keane				
Medications From MEDITECH				
Lab Results From MEDITECH				
Immunization Data (inbound and outbound)				
Images From				

Interface	Previously Developed (Yes/No)	Interface Type	HL7 Version	Other Vendor/Product
IMPAX WEB1000				
Images from TraceMaster				
Inbound Claims Data				
Outbound Population Status to Cadence				
Inbound Appointment Information From Cadence				
Lab Results From Quest Diagnostics				

- 5.3 What is the anticipated time frame for development of the required interfaces?
- 5.4 Discuss any limitations/issues regarding your willingness or ability to interface/integrate your product in the described configuration.
- 5.5 What tools does your system provide to allow CCHS to troubleshoot your interfaces?

F. CCHS Contract

1. Contracting Process

CCHS intends to evaluate vendors, in part, based upon the likelihood of CCHS and the vendor of choice executing a fair and equitable agreement that addresses key concerns. To that end, please state your positions on the following items:

- 1.1 CCHS desires a perpetual license to use the system(s) at CCHS by CCHS agents, supervisors, and other county personnel or designees. The license should be prepaid (based upon acceptance criteria) with no periodic or renewal payments. Does your license meet CCHS's needs and expectations?
- 1.2 This RFP and your response to it will become part of the final agreement should your system be selected. Please explain now any reservations you may have about this requirement.
- 1.3 Do you object to CCHS preparing the initial draft agreement and being in control of agreement drafting through the negotiation process?

- 1.4 CCHS requires its vendors to expressly warrant that the vendor has the right to license the software to CCHS without restriction. To back up this warranty, we require conformance with the CCHS IT Agreement. Please explain now any reservations you may have about this requirement.
- 1.5 CCHS's objective in purchasing a CDMS is to acquire and use it to help CCHS in conducting its affairs more effectively, faster, better, and at lower cost. Thus, in the case of vendor non-performance or default, CCHS is not particularly interested in obtaining a financial refund, but in getting the system and/or vendor to perform in the expected manner. What is your firm's position on a "specific performance" remedy to such disputes?
- 1.6 Given the CCHS projected requirements, will your company incur the cost of any upgrades needed as a result of inaccurate hardware configuration?
- 1.7 Describe how you contract for ongoing hardware and software maintenance and support. Please indicate which of the following system parameters CCHS will be able to maintain and still retain a software support agreement: user protocols, database, and operating system. Can CCHS develop independent systems that would run on your system's hardware?
- 1.8 Will your firm commit to adhering to CCHS's standard contract terms and conditions, included in APPENDIX E?
- 1.9 The contract negotiated with CCHS must stipulate that it shall be construed in accordance with the laws of the State of California. Is that acceptable?
- 1.10 A copy of any of your standard contract language that you require to replace any of our standard must be included in your response. Is that acceptable?
- 1.11 Will your firm identify a single vendor administrative point of contact for contract negotiations and project planning? If so, who will this point of contact be?

2. Summary of Contra Costa County Contractual Agreement Terms

The following is a summary of the County's standard contractual terms. A complete standard County contract is included as APPENDIX E. Vendors are requested to review both this standard contract and the particular conditions below and to indicate any of the County conditions with which the vendor anticipates having any difficulty.

- 2.1 *Systems Warranty* – The County expects the vendor to warranty both the software and the hardware (if proposal is for both) for 12 months from the date that the accepted hardware and software is put into "live" production. At the end of this 12-month period, the County will begin to pay annual ongoing maintenance fees as agreed to in the contract.
- 2.2 *System Maintenance, Modifications, and Upgrades* – The County will require the vendor to provide an escrow arrangement for the source code for all the programs delivered. While it

is not the County's intention to make modifications to the system, it must be prepared for the contingency that the vendor may cease to do business.

The vendor will be expected to provide any upgrades to the software under the standard maintenance agreement. Such upgrades will include not only the source and object code, but also upgrades and changes to the documentation (user, system, and operations) and training in implementing and using any new features supplied.

- 2.3 *Vendor Responsiveness* – The vendor will be required to maintain an online link to the CDMS for troubleshooting and emergency maintenance purposes. In emergency situations, vendor staff should be available to address the problem on the same day (if call is placed before 5 p.m. Pacific time) or the next morning (if call is placed after 5 p.m.). The vendor will also be required to respond to any software failure within 24 hours and to adhere to a contractually agreed-upon escalation procedure should initial attempts to fix any problem prove unsuccessful. The vendor should outline its proposed escalation procedure in its proposal.
- 2.4 *Payment Terms* – It is the County's policy to base any payments on clear delivery of goods or services. Final payment cannot occur until the system, both hardware and software, is tested and accepted. However, partial payment for measurable deliverables is allowable. Therefore, vendors should propose payment terms as part of the Vendor Cost Quotation section (APPENDIX D) of their proposals. While the County will be willing to negotiate on this area, it cannot pay in advance of the delivery of goods and services. In addition, a certain portion of the software costs for parts of the system will be withheld until a complete "release" is accepted and in production.
- 2.5 *Right to Reject Any and All Bids* – The County reserves the right to reject any and all bids for any reason. Proposals, once submitted, become the property of the County and can be used at the County's discretion unless the vendor specifies in writing that any of the contents of the bid are to be considered proprietary and confidential.
- 2.6 *Cost of Proposal Borne by Vendor* – Any costs incurred by the respondent in preparing and submitting its proposal (including costs of vendor staff attendance at presentations, demonstrations, or site visits) must be expressly understood to be the full responsibility of the vendor and must be borne in their entirety by that vendor.
- 2.7 *Insurance* – The successful contractor will be required to present to the Purchasing Agent of Contra Costa County, within 5 days of notification of award, evidence of insurance. Certificates of insurance may be used as evidence of insurance. Certificates of insurance may be used as evidence of adequate coverage for Workmen's Compensation and for Comprehensive Public Liability for both bodily injury and property damage. Such certificates shall make reference to all provisions and endorsements of the insurance policies.
- 2.8 *Indemnity* – The contractor agrees, in the event it is the successful contractor, to defend, indemnify, and save harmless the County of Contra Costa, its officers, agents, and/or em-

employees for any damages or by reason of any injury or injuries, whether directly chargeable to the County, its officers, agents, and/or employees or not, to any person or persons or property of contractor, its agents or employees or third persons, when said injury or injuries occur during, or are occasioned by or result from the operations of contractor in connections with the performance of work or duties undertaken by it as a result of the acceptance of this bid.

- 2.9 *Non-Appropriation of Funds* – In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this agreement for the then current or the succeeding fiscal year during the term aforesaid, this agreement shall create no obligation on the County as to such current or succeeding fiscal year except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damages shall accrue to the benefit of the vendor, its successors, or assigns, as to that portion of this agreement which may so become unenforceable.

G. Cost Quotation

Vendors should propose a system configuration that they believe will best meet the needs of CCHS, given the existing technology environment and the size and structure of the organization. The proposed cost model should be clearly described so that CCHS has a thorough understanding of the basis for all costs.

The response in the cost proposal should reflect all costs for providing the anticipated information systems on a ***not-to-exceed basis***. Responses should clearly identify all hardware, software, and operating system-related costs including license fees, maintenance fees, and data creation/conversion. Prices should include implementation costs (when appropriate), training, maintenance, software upgrades, supplies, tools, taxes, and any other items that could be interpreted as the real costs of procurement and any ongoing expenses due the vendor.

Please complete the cost quotation (see APPENDIX D), using the instructions below. Add lines as necessary to the worksheets. If the cost schedules are returned in a format other than requested here, the vendor will be asked to resubmit costs. When proposing costs, consider a 10 percent growth factor in volumes over the next 5 years. Please be as accurate and complete as possible.

1. Capital Costs

Identify all onetime implementation costs associated with acquiring and modifying the specific applications including:

n Hardware Costs

- » Indicate whether any connectivity hardware for the proposed system can be acquired directly from the manufacturer or third party or must be purchased directly from your company.

- » Include pricing/discount options that may be made available from your company, as well as the lease options that your company may offer.
- » Indicate whether there are any restrictions in purchasing connectivity hardware from another vendor.

n Application Software Licensing

List all onetime licensing fees and/or subscription fees for each hosted software application you are proposing.

n System/Operating Software

List any additional system components that are required, such as operating software, and provide the base system cost. In a footnote, provide a description of each component listed.

n Vendor Services

Describe in detail the “standard” level of implementation assistance you offer for the proposed application. Include in your description the level of professional services/assistance you would offer. Identify the cost of, and required resources for, the following vendor services (include an estimate of reimbursable expenses as well):

- » Hardware installation and certification.
- » Software configuration and testing.
- » Interface configuration and testing.
- » Project management assistance.
- » Data conversion.
- » Training (technical and user).
- » Testing coordination.
- » User documentation.
- » Post-live/rollout assistance.

n Interface Costs

For each interface listed, identify all initial costs associated with developing appropriate interfaces between the vendor’s system and existing CCHS and community systems. If the vendor already has an interface in development as defined in the RFP, list the cost of modifications, if necessary. If an interface will be developed at the request of CCHS but will benefit other existing and future system users, explain how this cost will be shared among clients.

n Other Onetime Costs

List any other applicable onetime costs (e.g., taxes, supplies, travel, and expenses).

2. Annual Operating Expenses

Annual operating expenses must be entered into APPENDIX D so that CCHS can understand ongoing fees related to the proposed system.

n Support/Professional Services

- » Identify all annual recurring costs associated with software, interface, and hardware maintenance. Indicate details regarding annual support cost increases imposed over each of the past 5 years, including the amount and the percentage of the increase.
- » Describe how future software releases and their implementations would be priced.

3. Other / Optional Products

Include a complete list of other products that you offer to hospital and health centers, including their current cost for licensure, implementation, and maintenance, which the hospital and health centers may elect to purchase at their option.

Appendix A CCHS System Users

CCHS SYSTEM USERS

Name of Environment	Number of CDMS Users	CDMS User Roles
CCRMC ²	500	Providers, Nurses, Dietitians, Clerks, and Other Ancillary Staff
CCPH	10	Nurses and Providers
CCHP	8	Nurse Care Managers and Clerks

² Includes one hospital and eight ambulatory health centers.

Appendix B References

References

Reference Information

Name of Organization

Type of Organization

Organization Location

Contact Name

Contact Title

Contact Telephone Number

Contact E-Mail Address

Contact Mailing Address

Key Products/Modules (including
current installed version and go-live
date)

Key Interfaces

Number of Physicians

Number of Sites

Description of CDMS Conversion

Similarity to CCHS

- ☐ Public Health System
 - ☐ Conversion of Existing Registries
 - ☐ Interfaces From MEDITECH
 - ☐ Collaborative Reporting Requirements
-

Reference Information

Name of Organization

Type of Organization

Organization Location

Contact Name

Contact Title

Contact Telephone Number

Contact E-Mail Address

Contact Mailing Address

Key Products/Modules (including
current installed version and go-live
date)

Key Interfaces

Number of Physicians

Number of Sites

Description of CDMS Conversion

Similarity to CCHS

- ☐ Public Health System
 - ☐ Conversion of Existing Registries
 - ☐ Interfaces From MEDITECH
 - ☐ Collaborative Reporting Requirements
-

Reference Information

Name of Organization

Type of Organization

Organization Location

Contact Name

Contact Title

Contact Telephone Number

Contact E-Mail Address

Contact Mailing Address

Key Products/Modules (including
current installed version and go-live
date)

Key Interfaces

Number of Physicians

Number of Sites

Description of CDMS Conversion

Similarity to CCHS

- ☐ Public Health System
 - ☐ Conversion of Existing Registries
 - ☐ Interfaces From MEDITECH
 - ☐ Collaborative Reporting Requirements
-

Reference Information

Name of Organization

Type of Organization

Organization Location

Contact Name

Contact Title

Contact Telephone Number

Contact E-Mail Address

Contact Mailing Address

Key Products/Modules (including
current installed version and go-live
date)

Key Interfaces

Number of Physicians

Number of Sites

Description of CDMS Conversion

Similarity to CCHS

- ☐ Public Health System
 - ☐ Conversion of Existing Registries
 - ☐ Interfaces From MEDITECH
 - ☐ Collaborative Reporting Requirements
-

Reference Information

Name of Organization

Type of Organization

Organization Location

Contact Name

Contact Title

Contact Telephone Number

Contact E-Mail Address

Contact Mailing Address

Key Products/Modules (including
current installed version and go-live
date)

Key Interfaces

Number of Physicians

Number of Sites

Description of CDMS Conversion

Similarity to CCHS

- ☐ Public Health System
 - ☐ Conversion of Existing Registries
 - ☐ Interfaces From MEDITECH
 - ☐ Collaborative Reporting Requirements
-

Appendix C

Functional Criteria

Each item should be scored as follows:

Yes = Criteria met in current system. Please indicate version below.

Future = Criteria met in system planned for a future release. Please indicate version and release date below.

No = Criteria not met by current system version and not planned for next version.

C = Available via custom development.

O = Configuration option (may affect other criteria). Please describe impact.

	Criteria	Response	Version	Comment
1	General Functionality			
1.1	The system can be accessed from computers at off-site locations (e.g., home, hospital).			
1.2	Accessing the system and/or the user interface is the same for different locations (e.g., provider office, home, hospital).			
1.3	The system supports a single sign-on for all modules and can be integrated with existing applications.			
1.4	The system has an in-box and/or work queue for managing new information and messages between users.			
1.5	The system has the capability to display a work queue of patients requiring follow-up on screen or on paper.			
1.6	The system automatically date- and time-stamps all data entry for auditing without overwriting capabilities.			
1.7	The date field can automatically populate when documentation is entered.			
1.8	The system saves all interfaced and entered data to create a longitudinal record.			
1.9	A historical snapshot of a patient record at a point in time can be created.			
1.10	The system has the ability to manage multiple chronic diseases including co-morbid conditions. Please list the diseases existing clients are managing in the Comments box.			
1.11	Additional chronic diseases and related criteria and interventions can be added to the system over time without requiring custom development by the vendor and/or IT.			
1.12	The system has health maintenance and prevention functionalities.			
1.13	The system is Microsoft Windows-based and uses the basic Windows keyboard shortcuts.			
1.14	The system has both mouse functionality and keyboard shortcuts.			
1.15	The system allows printing from all screens.			
1.16	Screen/field modification can be done with existing online system tools not (e.g. user defined screens, custom defined screens) complex programming.			
1.17	Application must support the ability to search from an individual patient perspective.			
1.18	Application must support the ability to search from a population perspective, for example			

	MD panel, all Diabetics in the system, etc.			
2	Care Management			
2.1	The system contains modifiable evidence-based care protocols.			
2.2	The system has secure messaging functionality to facilitate referrals and communication between the primary care teams and CCHP and CCPH.			
2.3	Reminder letters or postcards can be generated automatically according to defined criteria.			
2.4	The system enables outreach communication to patient through a secure messaging patient portal.			
2.5	The system contains the ability to document all patient contacts, including letters and telephone calls, as well as referrals and planned and completed interventions.			
2.6	Outreach efforts, i.e., number of telephone calls or letters, can be tracked overtime.			
2.7	Patients can be flagged as being under care management so that care management services can be tracked.			
2.8	The system has functionality for users to refer patients for care management services and for care management staff notification.			
2.9	The system has run-chart and static views of care.			
2.10	Tools related to care plans and protocols are updated regularly by the vendor according to evolving care standards.			
2.11	The system contains guidelines and protocols for multiple chronic conditions that can be easily updated over time.			
2.12	The system has the ability for clinical support staff to independently review and take action on approved intervention alerts (with physician oversight).			
2.13	The System has full audit trail features for the read-only and read-write screens with full report functionality.			
2.14	The system will support the ability to search from an individual patient perspective, and from a population perspective (MD panel, all diabetics in the system, etc...)			
3	Point-of-Care Functions			
3.1	The system has the capability to view on screen or produce individual paper reports of all overdue point-of-care reminders for each individual patient.			
3.2	The system has the capability of accepting a list of patients from the scheduling system and producing the point-of-care reminders for each patient on individual paper reports.			
3.3	The system has the capability to view on screen all point-of-care reminders for a given			

	patient.			
3.4	The system can prioritize the interventions mentioned above in terms of greatest potential benefit.			
3.5	Providers can create or modify care plans and protocols based on a patient's specific clinical needs. Deviations from standard care plans can be documented in the system including exclusion from the population.			
3.6	The system would help users to intervene only once for patients in multiple populations, providing all recommendations appropriate for those patients.			
3.7	The system has the capability to document manual exclusionary criteria from the population which is retained in the system.			
3.8	The system has the capability to capture and review specific related problems, medications, allergies, medical, surgical, and social history.			
3.9	The system has a patient summary screen with information relevant to a patient's condition(s) which is modifiable at the system or provider level.			
3.10	The system has a complete patient profile with demographic, encounter (including podiatry and ophthalmology visits), laboratory, and medication information across different chronic conditions.			
3.11	Medications are categorized by the primary conditions they are used to treat. List in the Comment field all ways that medications can be categorized, e.g. pharma class, subclass, or therapeutic class.			
3.12	The system facilitates easy identification of services required for chronic condition management.			
3.13	The system has pre-built and customizable tools to capture discrete and free-text data in the patient encounter.			
4	Decision Support			
4.1	The system uses integrated logic for routine health maintenance needs by user-defined criteria such as gender and age, including cervical, colorectal, and breast cancer screening.			
4.2	The system can use diagnoses, medications, lab results, and problem list entries in any combination to identify a population (e.g., two random glucose tests greater than 200 or two fasting glucose tests greater than 126 or any combination within 12 months).			
5	Patient Self-Management			
5.1	The system provides reference tools for patient education.			
5.2	The system provides a tracking mechanism for all patient education that has been distributed to a patient.			

5.3	The system provides suggested patient education based on problems and diagnosis.			
5.4	The system allows reference tools to be modified to meet organizational needs.			
5.5	The system allows clinical users to use these tools to import educational materials or instructions and modify them for a specific patient.			
5.6	The system has the ability to document and report on a patient's self-care behaviors.			
5.7	Patient-specific reports can be generated about an individual patient's self-care progress (e.g., nutrition, exercise, home monitoring).			
5.8	Patient-specific medication lists and schedule can be printed, including pectoral references of the pills.			
5.9	A patient portal is available for patients to track their care and securely communicate with their care team. In the Comment field indicate how a provider is notified of an incoming message.			
5.10	Reference tools are available in multiple languages, at lower literacy levels, and in enlarged fonts. In the Comment field indicate the languages currently available and the percentage of material available in each language.			
6	Population Management			
6.1	The system is capable of tracking patient populations by condition, as well as by primary care provider panels.			
6.2	The system displays a historical record of all primary care providers for a patient.			
6.3	The system is capable of identifying and removing a patient from a population based on modifiable criteria such as no patient contact for a predefined length of time and/or number of unsuccessful contact attempts. An indicator is provided such as "lost to care."			
6.4	The system is capable of using Boolean logic with multiple embedded and/or nested logical arguments including "and," "not," and "or" statements.			
6.5	The system has the capability of capturing text results and interpreting into positive or negative results.			
6.6	The system is capable of recognizing numerical values embedded in text format such as pulmonary function test and ejection fractions from echocardiograms.			
6.7	The system can accept lists of identified patients from external systems.			
6.8	The system can automatically produce lists of patients requiring follow-up based on disease management, self-management, or prevention protocols.			

6.9	The system can automatically generate outreach documents based on lists generated in the previous criterion.			
6.10	The system provides tools to manage the number of reminders going out in a given time frame.			
6.11	The system has the ability to alert clinical support staff and providers of overdue, due soon, and due now tests and out-of-range test values. Definitions of each time period is system-definable.			
7	Reporting			
7.1	The system provides dynamic reports that allow the user to view summary information with drill-down and wrap-up capability within the detailed information from the report (provider, claim, patient, etc.).			
7.2	The patient's financial class is captured and can be a criterion for reporting.			
7.3	The system supports ad hoc reporting.			
7.4	Both ad hoc and stored reports can be created and run by the end user without support from a technical report writer or the vendor.			
7.5	The system generates interactive reports that allow the user to run a report and then re-sort the data by each of the included columns.			
7.6	The system contains pre-built and modifiable exception reports.			
7.7	The system has mail merge capabilities.			
7.8	Additional data elements can be created and made available for capture and are subsequently available for inclusion in ad hoc and stored reporting. If there is a limit to the number of unique data elements that can be assigned to each patient, please describe this in the Comment field.			
7.9	User security can be configured to provide access to all data elements including user-defined fields/screens for use in ad hoc reporting.			
7.10	The system includes a complete set of tools for the development of reports including a library of standard reports used in similar organizations (Crystal Reports, Business Objects, Cognos, etc.).			
7.11	The system supports the scheduling of reports (time, frequency, location etc.).			
7.12	The system uses a reporting server/database so that the production system is not affected.			
7.13	The system pushes cubes of data to specified users for manipulation.			
7.14	The system provides dashboard reporting that can be customized for specific classes of users.			
7.15	Reports can be generated and printed without complex programming knowledge			
8	Case Management Support			

8.1	The system provides a mechanism to document telephonic case management based on a standard set of templates.			
8.2	The system can provide a list of patients requiring follow-up on paper or in a work queue.			
8.3	Users can schedule follow-up tasks and assign to self or other users.			
8.4	Follow-up visits can be set by standard or by clinician override.			
8.5	Configurable questionnaires are supported to capture critical self-reported data such as health history, family history, and depression screening through scantron sheets or kiosks.			
8.6	Questionnaires can be evaluated in real time to determine high-risk patients and set follow-up visits.			
9	Data Integration and Interface			
9.1	The system enables a practice to participate in collaboratives for chronic disease management and prevention. List collaborative reports, i.e., Health Disparities Collaborative, that are currently configured in the system in the Comments field.			
9.2	Data can be exported, manipulated, and downloaded to Microsoft Access or Excel in the following formats, at minimum: xls, html, xml, and csv.			
9.3	The system has accepted data from CCHS source systems.			
9.4	Interfaced prescription and dispensation information can be reconciled to avoid duplicate medication entries.			
9.5	Data from the system has been converted to an EMR. Please list specific EMRs in the Comments field.			
9.6	The system has accepted data from and sent data to an EMR. Please list specific EMRs in the Comments field.			
9.7	The system supports industry standard interfaces including HL7, CCR, CDA, CCA, and ELINCS at a minimum.			

Appendix D
Vendor Cost Quotation

I. Capital CostsA. Application Software Licensing (need cost basis for all)

CDMS	\$ -
Patient Education Materials	-
Secure Messaging	-
Patient Portal	-
Reporting	-
Care Management Module	-
Additional Modules and Third-Party Products (List Below)	-

Applicable Discounts	-

Total Application Software Licensing	\$ -
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B. System/Operating Software

Operating System	\$ -
------------------	------

Total System/Operating Software	\$ -
---------------------------------	------------

C. Conversion and Interface Development

(All HL7 and via Interface Engine Unless Otherwise Noted)

Inbound Demographics from Keane	\$ -
Inbound ICD-9 and CPT-4 Data from Keane	-
Inbound Medication Data From:	-
MEDITECH	-
CCHP PBM System	-
Inbound Immunization Procedures from SQL Immunization Registry	-
Outbound Immunization Procedures to SQL Immunization Registry	-
Inbound Text Documents from MEDITECH	-
View Access to Images from:	-
Impax Web 1000	-
TraceMasterVue	-
Inbound Lab Results From:	-

Quest Diagnostics	-
MEDITECH	-
M/Lab	-
Inbound Appointment Data from Cadence	-
Outbound Population Identifier to Cadence	-
Inbound Claims Data from QicLink	-
Discrete Data Conversion from Legacy Diabetes Registry	-

Total Conversion and Interface Development	\$ -
--	------

D. Vendor ServicesSoftware Services

CDMS Implementation

Planning Phase	\$ -
Configuration Phase	-
Testing Phase	-
Training Phase	-
Go-Live/Rollout Phase	-
Project Management	-
Technical Assistance (Connectivity and Desktop Hardware)	-

Other Implementation Services (List Below)	-
--	---

Interface/Conversion Development Services

Interface Development Services	-
Conversion Services	-
Total Vendor Services	\$ -

E. Additional Costs

Client Software (List Below)	\$ -
End-User Devices	-
Peripherals	-
Central Hardware	-
Other (List Below)	-

Total Additional Costs \$ -

TOTAL CAPITAL COSTS \$ -

**TOTAL CAPITAL COST FIGURE MUST BE ENTERED ON BID SYNC.COM
ON LINE ITEM # 1006-009-01**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
II. <u>Annual Operating Expenses</u>						
A. <u>Application Software Maintenance</u>						
CDMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Patient Education Materials	-	-	-	-	-	-
Secure Messaging	-	-	-	-	-	-
Patient Portal	-	-	-	-	-	-
Reporting	-	-	-	-	-	-
Care Management Module	-	-	-	-	-	-
Additional Modules and Third-Party Products (List Below)	-	-	-	-	-	-
Applicable Discounts	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Application Software Maintenance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
B. <u>System/Operating Software Maintenance</u>						
Operating System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total System/Operating Software Maintenance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
C. <u>Interface Maintenance</u>						
Inbound Demographics from Keane	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inbound ICD-9 and CPT-4 Data from Keane	-	-	-	-	-	-
Inbound Medication Data From:	-	-	-	-	-	-
MEDITECH	-	-	-	-	-	-
CCHP PBM System	-	-	-	-	-	-
Inbound Immunization Procedures from SQL Immunization Registry	-	-	-	-	-	-
Outbound Immunization Procedures to SQL Immunization Registry	-	-	-	-	-	-
Inbound Text Documents from MEDITECH	-	-	-	-	-	-

View Access to Images from:	-	-	-	-	-	-
Impax Web 1000	-	-	-	-	-	-
TraceMasterVue	-	-	-	-	-	-
Inbound Lab Results From:	-	-	-	-	-	-
Quest Diagnostics	-	-	-	-	-	-
MEDITECH	-	-	-	-	-	-
M/Lab	-	-	-	-	-	-
Inbound Appointment Data from Cadence	-	-	-	-	-	-
Outbound Population Identifier to Cadence	-	-	-	-	-	-
Inbound Claims Data from QicLink	-	-	-	-	-	-

Total Interface Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-----------------------------	------	------	------	------	------	------

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
D. <u>Vendor Services</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Vendor Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

E. <u>Additional Maintenance</u>						
Client Software (List Below)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
End-User Devices	-	-	-	-	-	-
Peripherals	-	-	-	-	-	-
Central Hardware	-	-	-	-	-	-
Other (List Below)	-	-	-	-	-	-
Total Additional Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL ANNUAL OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
---------------------------------	------	------	------	------	------	------

TOTAL ANNUAL OPERATING FIGURE, FOR ALL 5 YEARS, TO BE ENTERED ON

BID SYNC.COM ON LINE # 1006-009-02

NOTE: Please enter any notes to be taken into consideration with the provision of the costs above.

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Appendix E
Contra Costa County Equipment Software, &
Services Procurement Agreement

**STANDARD IS CONTRA COSTA COUNTY
EQUIPMENT, SOFTWARE & SERVICES PROCUREMENT AGREEMENT**

Name of Project: _____ Contract No: _____

Contractor: _____ Effective Date: _____

This Agreement is entered into by and between the Contra Costa County and the above named Contractor, and is effective as of the date given above.

A. Contractor will provide the County with the Services and Products described in Exhibit A and B in accordance with the Project milestones contained in Exhibit C, as such exhibits may be modified as provided herein. The Project will be evaluated and accepted by the County pursuant to the tests, procedures, and criteria set forth in Exhibit D.

B. The attached Terms and Conditions are incorporated into and made a part of this Agreement.

C. The following provisions shall apply to the attached Terms and Conditions:

(1) Authorized Representatives (Section 4.2,6.2,6.3):

For Contractor _____ Telephone _____

For County _____ Telephone _____

(2) Addresses and Fax Numbers for Notices (Section 20.0):

County: _____ Contractor: _____

Fax: _____ Fax: _____

(3) Fixed Price or Other Pricing Basis (Section 3.1): \$ _____

(4) Reserve Amount for Minor Changes (Section 6.3): \$ _____

(5) Minimum Amount for Minor Changes(Section 6.3): \$ _____

(6) Liquidated Damages for Unexcused Delay(Section 13.1) \$ _____ per _____

(7) Contractor Federal ID # _____

"COUNTY"

CONTRA COSTA COUNTY "CONTRACTOR"

By: _____ By: _____
Chairperson, Board of Supervisors (Designate Official Business Capacity A)

Date: _____ By: _____

Attest: Clerk, Board of Supervisors (Designate Official Business Capacity B)

Note to Contractor: For corporations (profit or non-profit), the Agreement must be signed by two officers. Signature A must be that of the President or Vice-President and Signature B must be that of the Secretary or Assistant Secretary (Civil Code Sec. 1190.1 and Corporation Code Sec. 313). All signatures must be acknowledged as set forth on following page.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On _____, before
me, _____,
(insert name and title of the officer), personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she, they executed the same in his/her, their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature (Seal)

Acknowledgment (by Corporation, Partnership or Individual)
Civil Code Sec. 1189

Contra Costa County Equipment, Software, and Services Procurement Agreement

TERMS AND CONDITIONS

1.0 DEFINITIONS

1.1 The following general definitions shall apply for the purposes of this Agreement:

"Agreement" shall mean this agreement.

"Business Day" shall mean Monday through Friday, excluding holidays observed by the County.

"Confidential Information" shall have the meaning set forth in Section 7.1.

"Contractor" shall mean the person or entity identified as Contractor on the first page of this Agreement.

"County" shall mean the Contra Costa County.

"First Productive Use" shall mean that point in time which County processes "live" customer data with any functional portion, or total function, of "named" software.

"Four Digit Year Format" shall mean a format that allows entry or processing of a four-digit-year date, where the first two digits will designate the century and the second two digits will designate the year within the century.

'Disclosing Party' shall have the meaning set forth in Section 7.5.

"Documentation" shall have the meaning set forth in Section 8.4.

"Leap Year" shall mean the year during which an extra day is added to February (February 29). Leap Year occurs in all years evenly divisible by the number four (4), except that a year that is divisible by 100 is not a Leap Year, unless it is also divisible by 400.

"Maintenance" shall mean the providing of technical information, assistance, error correction, repair services, and repair parts in the manner specified in Exhibit F.

"Minor Changes" shall have the meaning set forth in Section 6.3.

"Products" shall mean the equipment and software listed in Exhibit B and all other equipment and software to be provided by Contractor pursuant to this Agreement.

"Project" shall mean the task(s) described in Exhibit A

"Receiving Party" shall have the meaning set forth in Section 7.5.

"Section" shall mean a section of this Agreement.

"Services" shall mean all labor to be provided by Contractor or its subcontractors pursuant to this Agreement.

"Year 2000 Compliant" shall mean dates outside the range of 1900-1998, including the years 1999, 2000 and thereafter, encountered and/or processed by the software/firmware/hardware/equipment/system will be correctly recognized, calculated, sorted, stored, displayed and/or otherwise processed in any level of computer hardware or software, including, but not limited to, microcode, firmware, application programs, system software, utilities, files, databases and network infrastructure devices.

1.2 Exhibit A hereto contains additional definitions of technical terms to used with this Agreement and its exhibits.

2.0 EXHIBITS

The following Exhibits hereto are incorporated into and made a part of this Agreement:

Exhibit A Statement of Work

Exhibit B Equipment and Software Deliverable Items; Pricing for Additional Items

Exhibit C Project Milestones and Special Payment Provisions

Exhibit D Performance, and Acceptance Criteria

Exhibit E Indemnification and Insurance Provisions

Exhibit F Maintenance Agreement

Exhibit G License Agreement

3.0 PRICING AND PAYMENT

3.1 The County will pay Contractor for the Services and the Products in accordance with the pricing set forth in item C(3) of this Agreement, except as otherwise provided in this Agreement.

3.2 Except as otherwise provided in this Agreement, Contractor will invoice the County and will be paid in accordance with the provisions of Exhibit C(3) of page 1 hereof.

3.3 All invoices from Contractor will be in a format approved in advance by the County.

3.4 Invoices are payable within 30 days after receipt.

3.5 If this Agreement is designated as a firm fixed-price contract in item C(3) of page 1 hereof, such price shall include all sales, use, and value-added taxes, freight charges, insurance, licenses, and any other charges related to the sale or licensing of the Products and the providing of the Services to the County; the total amount invoiced to the County for the Project shall not exceed the amount set forth in item C(3) on page 1 hereof, unless changes are approved pursuant to Section 6.0.

3.6 Should the County require additional Products for the Project, they will be provided under the pricing structure set forth in Exhibit B and shall be considered changes pursuant to Section 6.0.

4.0 PERSONNEL AND SUBCONTRACTORS

4.1 Contractor shall provide qualified personnel to supply the Services for the Project.

4.2 The authorized Representative of Contractor designated on page 1 of this Agreement shall be the County's normal point of contact at Contractor on matters related to Contractor's performance of the Services

hereunder. Likewise, the County has designated its Authorized Representative who will be the normal point of contact at the County for Contractor concerning the County's duties and responsibilities hereunder and any interpretation or proposed modification of this Agreement. The Authorized Representatives for a party may be changed upon written notice from the party changing the Authorized Representative to the other party. Upon written request by the County, Contractor will replace Contractor's Authorized Representative.

4.3 Contractor may use the subcontractors designated in Exhibit A to perform that portion of the Services designated therein for such subcontractors. If Contractor proposes to use any additional or different subcontractors on the Project, it must receive the County's advance written consent, which will not be unreasonably withheld or delayed.

4.4 Contractor acknowledges that it will be responsible for the performance or non-performance by its subcontractors of the tasks set forth in this Agreement. Contractor shall contractually require all subcontractors performing work on the Project to abide by the following provisions of this Agreement: Sections 4.5, 4.6, 4.7, 4.8, 4.9, 5.3, 5.4, 7.0, 11.0, 17.1, 18.2, 19.0, and 21.1.

4.5 Contractor agrees that the Contractor and subcontractor employees designated as key personnel in Exhibit A will be assigned to the Project and will be available as necessary to meet the milestones in Exhibit C. Contractor shall not withdraw or replace such key personnel, and will contractually prohibit its subcontractors from withdrawing or replacing their key personnel, without the prior written consent of the County, except for the termination of employment, illness, death, disability, or other similar personal reasons.

4.6 Immediately upon receipt of written notice from the County that any Contractor employee, or employee of a subcontractor to Contractor, is not performing work on the Project in a satisfactory manner, Contractor will remove such employee and, within a reasonable period of time, replace such employee with a qualified employee.

4.7 Contractor and its employees, subcontractors, and subcontractors' employees, are not and shall not be deemed to be, employees of the County. Contractor and its subcontractors will be solely responsible for the payment of their respective employees' compensation, including employee taxes, workers' compensation, and any similar taxes associated with their employment.

4.8 This Agreement shall not create any partnership or joint venture between the parties. Nothing contained in this Agreement shall constitute either party as the agent or legal representative of the other for any purpose. No provision of this Agreement grants either party any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.

4.9 Neither party will, directly or indirectly, solicit or offer employment to any employee of the other party during the work on the Project by said employee and for one year thereafter.

5.0 ASSISTANCE FROM COUNTY; RULES OF ACCESS AND CHANGE MANAGEMENT

5.1 The County will be providing the level of assistance on the Project as indicated in Exhibit A.

5.2 While on County's premises in connection with the performance of this Agreement, Contractor personnel will comply with the County's applicable rules with respect to security, conduct and other matters concerning access to County's premises. Such rules may require in some cases background checks and escorts for Contractor and subcontractor personnel. On notice from the County, Contractor will remove immediately any of its personnel assigned to perform work under this Agreement who do not comply with such rules.

5.3 Unless otherwise requested in writing by the County, that portion of the Project work to be done on County premises by Contractor and its subcontractors will be performed between the hours of 7 a.m. and 6 p.m. on Business Days.

5.4 In performing its duties for the Project, Contractor will comply with the County's standard requirements with respect to technical and operational change management. It is understood by Contractor that changing the County's computers, in particular its mainframes, requires advance notice and compliance with established County procedures.

6.0 CHANGES

6.1 The parties acknowledge that additions, deletions, and modifications to the Products and Services specified under this Agreement may be required in the manner set forth in this Section.

6.2 No such change, whether major or minor, shall be binding, and Contractor shall not proceed with any change, unless the change is confirmed in writing and formally executed by the Authorized Representatives of both Contractor and the County as set forth on page 1 of this Agreement.

6.3 Minor Changes may be made by the mutual written agreement of the Authorized Representatives of Contractor and the County without the necessity of a formal proposal and estimates. Minor Changes are those having a price less than the maximum amount for Minor Changes as specified in item C(5) of page 1 of this Agreement, generally involve the adding of Products or Services which were not included in Exhibits A or B, and require immediate implementation to ensure that the Project is not delayed. Minor Changes will be funded from a pool reserve in the amount specified in item C(4) of page 1 of this Agreement. Once that fund is depleted, this Minor Change procedure will no longer be available. If the reserve is not entirely depleted during the Project, the balance will, at the County's option following completion or termination of the Project, either be credited to other work Contractor is performing for the County or be returned to the County.

6.4 For any change which does not qualify as a Minor Change, the party seeking the change shall inform the other in writing of the details of the contemplated change and any requested terms concerning the change. For a change of this type requested by Contractor and involving additional or deleted Services, Contractor shall include a written proposal containing the cost of the additional or deleted Services involved in the change, and any impacts upon price, delivery schedule, or other terms. For a change of this type requested by the County, Contractor shall respond with such a proposal within five Business Days after receipt of a written request for the change. Changes involving only the addition or deletion of Products can be made pursuant to the provisions of Section 6.2 without the necessity of a formal proposal and shall result in an adjustment of the Project price in item C(3) of page 1 hereof according to the pricing set forth in Exhibits B and C.

7.0 CONFIDENTIAL INFORMATION

7.1 Contractor acknowledges that in the course of performing work on the Project, it and its subcontractors may be exposed to certain Confidential Information, including without limitation medical records, employment records, secret passwords to County computer systems, methods of accessing County computers and data, County personnel data, payroll data, County proprietary software, records and data which are not available to the general public, and documents marked "Confidential" or "Proprietary." Other categories of documents considered Confidential Information by the County shall be specified to Contractor in writing.

7.2 The County acknowledges that Contractor may be disclosing Confidential Information to the County in the course of performance of the Project, including documents marked "Confidential" or "Proprietary," provided that the County agrees prior to disclosure that such information is Confidential Information. Such agreement will not be unreasonably withheld.

7.3 Information of a proprietary nature which is disclosed orally to a party hereto shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the Receiving Party (as defined below) within 30 days after the oral disclosure.

7.4 Confidential Information does not include (a) information which the party hereto receiving the information (the "Receiving Party") can prove was known to it at the time of receipt from the party hereto disclosing (the "Disclosing Party") that information to the Receiving Party, (b) information lawfully received by the Receiving Party from a third party that is not under an obligation of confidentiality with respect to such information, (c) information which becomes known to the public other than by a disclosure prohibited by this Agreement, or

(d) information which the Receiving Party can prove was independently developed by it without assistance from access to Confidential Information.

7.5 The Receiving Party shall use Confidential Information solely for the purposes of the Project and may disclose Confidential Information to others only upon the advance written consent of the Disclosing Party. The Receiving Party shall protect Confidential Information with the same degree of care that it regularly employs to safeguard its own confidential information of like nature from unauthorized disclosure but no less than a reasonable degree of care. If the Receiving Party is required by a governmental agency, court or other quasi-judicial or other regulatory body to disclose Confidential Information received under this Agreement, the Receiving Party shall not be liable for such disclosure provided that the Receiving Party shall, as promptly as reasonably possible, give notice to the Disclosing Party of the requirement to disclose such Confidential Information in order that the Disclosing Party may contest the requirement that Recipient disclose such Confidential Information. Except as provided in Section 8.0 and except as required by law, no other disclosure of Confidential Information is authorized under this Agreement.

7.6 Except for Confidential Information contained in documentation prepared for the County by Contractor or its subcontractors hereunder, upon request by the Disclosing Party, the Receiving Party shall return Confidential Information to the Disclosing Party, along with all copies and notes made therefrom.

8.0 RIGHTS IN SOFTWARE AND DOCUMENTATION

8.1 All software from third parties to be provided by Contractor hereunder will be licensed to the County pursuant to the terms and conditions of the license agreements provided by the publishers of such software.

8.2 Custom software, if any, developed for the County hereunder will be subject to the requirements in Exhibit A.

8.3 With respect to software routines, programs, scripts, or diagrams or schematics written or formulated by Contractor or its subcontractors hereunder, Contractor will designate any third-party software tools (e.g., compilers or CAD programs) that were used in the development of such software, diagrams, or schematics. It is the preference of the County that non-proprietary tools be used for the development of such software, diagrams, or schematics, but if proprietary software tools must be used, then Contractor must provide the County with an object-code version, as well as available documentation on the use of such tools. The County may use such proprietary tools solely for the purpose of maintaining and modifying the software, diagrams, or schematics written or formulated by Contractor or its subcontractors for the Project.

8.4 All documentation required to be developed for the County pursuant to Exhibit A ("Documentation") will not be based on Contractor Confidential Information, unless there is a compelling need and the County agrees in writing. The County shall own all such Documentation delivered hereunder except for (a) Documentation Contractor can demonstrate was previously developed by or for Contractor and is not in the public domain; or (b) Documentation identified in writing by Contractor and proved to the County's reasonable satisfaction as being developed solely with Contractor resources.

8.5 With respect to Documentation which is deemed to belong to Contractor in accordance with Section 8.4, Contractor grants the County a non-exclusive, royalty-free license to use and copy any such Documentation for its own internal use. The County shall have the right to disclose such Documentation to successor vendors, contractors, or computer hardware or software maintenance organizations, provided such entities (a) have a need to know such information for the purposes of modifying, maintaining, or enhancing the County's equipment or software, and (b) agree not to use such information except with respect to work for the County. Such Documentation will not otherwise be disclosed outside County government without the advance written consent of Contractor, which shall not be unreasonably withheld or delayed.

9.0 RISK OF LOSS

Risk of loss or damage for the Products shall pass to the County when the Project is accepted by the County pursuant to the provisions of Exhibit D.

10.0 INFRINGEMENT PROTECTION

10.1 All royalties or other charges for any patent, copyright, trademark, trade secret, or other proprietary right to be used in the Project shall be considered as included in the price for the Project. Contractor shall defend, indemnify, and hold the County harmless against any and all liabilities, judgments, costs, damages, and expenses including reasonable attorney's fees resulting from a claim or suit against the County for alleged infringement of any patent, copyright, trademark, trade secret, royalty or license agreement, or other proprietary right arising out of the use by the County of the Products or Documentation for the purposes intended hereunder. As a condition of such indemnification, the County shall promptly inform Contractor of any such claim or suit, allow Contractor or its suppliers to control the defense against such suit, and cooperate, at Contractor's expense, in the defense against such suit, provided however, that in no event shall Contractor make any admission of guilt or liability on behalf of County without County's prior written consent.

10.2 If the County's use of any portion of the Products or Documentation is enjoined by a court of competent jurisdiction, Contractor shall at its option and expense and within 60 days of the enjoinder:

(a) Procure for the County the right to use such infringing portion; (b) Replace such infringing portion with a non-infringing portion providing equivalent functionality; or (c) Modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

10.3 Contractor may delegate its responsibilities under Sections 10.1 and 10.2 to the manufacturer of the allegedly infringing Product, provided Contractor has received the advance written consent of the County. Such consent will not be unreasonably withheld or delayed.

11.0 INDEMNIFICATION AND INSURANCE

Contractor shall comply with, and require its subcontractors to comply with, the terms and conditions of Exhibit E related to indemnity and insurance.

12.0 WARRANTIES AND MAINTENANCE

12.1 Products to be provided by Contractor hereunder will be subject to the warranties, if any of the manufacturers or suppliers of such Products. Contractor will ensure that such warranties are transferred to the County.

12.2 Contractor will provide maintenance or will arrange for maintenance for Products in the manner specified by Exhibits A and F.

12.3 Contractor represents and warrants to the County that, upon payment of the purchase price specified in this Agreement, the County will have good title to each of the Products, free and clear of all liens, encumbrances, and claims. Unless otherwise agreed to in writing by the County, only new materials shall be used in each of the hardware Products provided by Contractor under this Agreement.

12.4 Contractor represents and warrants to the County, that at the time of installation, the software Products will be free of programming that is intentionally and specifically constructed for the purpose of destroying, interrupting, or otherwise adversely affecting the software Product's code or other code or data in a computer, such as by replicating itself or another program many times without any useful purpose.

12.5 Contractor warrants to the County that the Services to be performed by it and its subcontractors hereunder (a) will be performed in a competent manner by qualified personnel in conformance with industry standards, and (b) will conform to the performance and acceptance criteria set forth in Exhibit D. This warranty shall remain in effect during the time the Project is being worked on by Contractor and shall continue

in force until 180 days after final acceptance of the Project. In order to qualify for remedial action under this warranty, the County must report a warranty failure to Contractor in writing within the warranty period. Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the Products by the County or anyone other than Contractor or its subcontractors, unless under Contractor's or its subcontractors' direction.

12.6 As Contractor's sole obligation, and the County's exclusive remedy, for failure to meet the warranty in Section 12.5, Contractor will use commercially reasonable efforts to correct the failure, provided the County makes available to Contractor information concerning the failure. If Contractor is unable, by using reasonable efforts, to correct the failure within a reasonable period of time, Contractor will refund to the County an equitable portion of the amounts paid by the County based on the proportion of the Project affected by the failure and the severity of the failure with respect to the objectives of the Project.

12.7 Contractor warrants and represents to County that all software/firmware/hardware /equipment/systems developed, distributed, installed or programmed by Contractor pursuant to this Agreement:

a) is Year 2000 Compliant; is designed to be used prior to, during, and after the calendar year 2000 AD; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates it encounters or processes; b) that all date recognition and processing by the software/firmware/hardware /equipment /system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and c) that all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by County of the failure of any software/firmware/hardware /equipment/systems to comply with this Agreement, Contractor will, within 60 days and at no cost to County, replace or correct the non-complying software/ firmware/hardware /equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Agreement.

12.8 Other systems: To the extent that the software/firmware/hardware/equipment/system will accept data from other systems and sources that are not Year 2000 compliant, the software/firmware/hardware/equipment/system must properly recognize, calculate, sort, store, output and otherwise process such data in a manner that eliminates any century ambiguity so that the software/firmware/hardware/equipment/system remains Year 2000 compliant.

12.9 No Disclaimers: The warranties set forth in sections 12.7 and 12.8 above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Licensor's liability under this agreement, and shall remain in effect through the Year 2000 until termination of this agreement.

12.10 Contractor warrants that it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement and neither has nor will enter into agreements or take or fail to take action which shall restrict Contractor's legal right or ability to grant said licenses.

12.11 NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

13.0 DELAYS

13.1 Contractor acknowledges that, should completion of the Project be delayed beyond the date for attainment of the final milestone stated in Exhibit C, the County will suffer damages equal to the amount set forth in item C(6) of page I of this Agreement. Accordingly, except to the extent such delay is excused under Section 13.2, Contractor shall pay to the County the amount of damages set forth in item C(6) for delay of attainment of such final milestone.

13.2 Except for the failure to make payments when due, neither party will be liable to the other party by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other party, acts of non-County governmental authority, fires, strikes, delays in transportation, riots or war, or any cause beyond the reasonable control of that party. If any such event delays performance, the time allowed for such performance will be extended an amount of time equal to the period of such delay.

13.3 If performance under this Agreement is postponed or extended pursuant to Section 13.2 for longer than 60 days for a reason other than the acts of the County, then the County may, upon written notice to Contractor given during the postponement or extension, terminate this Agreement. In such case, Contractor shall be paid in accordance with Section 16.2.

14.0 TERMINATION FOR CONVENIENCE

14.1 The County may terminate this Agreement for convenience by providing Contractor 30 days advance written notice of such termination. Such notice may direct Contractor to stop work immediately on some portion or all of the Project and may direct Contractor to continue work until the termination date on other portions of the Project.

14.2 In the event of termination under this Section 14.0, the County's total payment to Contractor shall be determined in accordance with Section 16.2.

15.0 TERMINATION FOR CAUSE

15.1 It is expressly agreed that this Agreement shall be fully discharged only by the completion of all work and obligations contracted for, or with the written consent of the County.

15.2 If Contractor fails to begin work on the Project in a timely manner, fails to meet a milestone in Exhibit C by 15 or more days, or fails to carry out or breaches its obligations hereunder (and such failure or breach is not excused by Section 13.2), the County may terminate this Agreement by giving written notice of intent to terminate to Contractor. If Contractor has not completely cured its breach within 30 days of the receipt of such notice, then the County may terminate this Agreement upon the delivery of a written notice of termination to Contractor.

15.3 In the event of termination under this Section, the County may, at its option, return any or all copies of Documentation to Contractor which was the subject of the breach. The County's total payment to Contractor subsequent to termination shall be determined in accordance with Sections 16.2 and 16.3.

16.0 EFFECT OF TERMINATION

16.1 After receipt of notice of termination, Contractor shall (a) comply with the instructions of the County with respect to stopping or continuing work until the termination date; (b) place no further orders or subcontracts for Products or third-party Services, except as otherwise directed by the County; (c) terminate all orders for Products and subcontracts to the extent they relate to the performance of work terminated by the notice of termination; (d) return Products to their suppliers, if requested by the County and permitted by such suppliers, (e) deliver the Documentation and any custom software to the County in the form it is then in and not subject to the delivery acceptance criteria in Exhibit D, and (f) return to the County all County Confidential Information, along with all copies and notes made therefrom and a certificate signed by Contractor's Authorized Representative evidencing compliance with this provision.

16.2 After termination pursuant to Section 14.0 or 15.0, the County shall pay Contractor an amount equal to the sum of the following, less any amounts previously paid to Contractor and any additional amounts which the County is entitled to withhold pursuant to Section 16.3:

(a) The amount due Contractor for completion by Contractor of the latest Project milestone set forth on Exhibit C, as such amount may be adjusted as provided herein due to the addition or deletion of Products or Services.

(b) An amount for Contractor's and its subcontractors' labor utilized on the Project since completion of that last completed milestone, billed at Contractor's and its subcontractors' rates as set forth in Exhibit B. Contractor shall submit a claim for such amount and shall permit the County access to all backup documents which relate to such claim. The County shall have the right to disallow from such claim any unauthorized, excessive, or defective labor.

(c) The unpaid balance due for unreturned Products delivered to the County and fees for noncancellable (or noncancelled by the County) third-party Services authorized by the County prior to the effective date of termination, to the extent such Products and Services are not covered by Section 16.2(a).

(d) The price to the County permitted under Exhibit B for Products in Contractor's possession which were delivered to Contractor for the Project in the ordinary course of performance of this Agreement and which are not returnable to the supplier (or which the County indicates in writing that it wants);

(e) Any costs that Contractor must pay due to Project cancellation as a result of loss of quantity discounts for Products used solely in the Project.

16.3 If this Agreement is terminated for cause pursuant to Section 15.0, then the County shall be entitled to deduct the following amounts from any monies to be paid Contractor pursuant to Section 16.2:

(a) A credit for Documentation returned to Contractor pursuant to Section 15.3, with such credit equal to the amount paid to Contractor for such Documentation prior to termination.

(b) An amount equal to the direct damages the County can prove it suffered as a result of breach of this Agreement by Contractor, such as the reasonable costs of having problems created by Contractor corrected by a third party.

16.4 Sections 7.0, 8.0, 9.0, 10.0, 11.0, 12.1, 12.3, 12.4, 17.0, and 18.1 shall survive termination of this Agreement.

17.0 LIMITATION OF LIABILITY

17.1 EXCEPT FOR THE COUNTY'S PAYMENT OBLIGATIONS HEREUNDER, THE COUNTY SHALL HAVE NO LIABILITY TO CONTRACTOR OR ITS SUBCONTRACTOR'S FOR ANY BREACH OR TERMINATION OF THIS AGREEMENT.

17.2 EXCEPT FOR WILLFUL AND INTENTIONAL ACTS, AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR SAVINGS, LOSS OF USE OF SERVICES, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES, DOWNTIME COSTS, OR DAMAGES AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.

18.0 DISPUTES

18.1 Any dispute arising out of or relating to this Agreement, or breach thereof, shall be first submitted to the senior management of each party for resolution. If the dispute cannot be resolved within 30 days after such matter is referred to senior management, then the dispute shall be submitted to binding arbitration in Contra Costa County, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect and section 1283.05 of the California Code of Civil Procedure. All discovery must be concluded within 60 days after the submission to arbitration. The decision of the arbitrator shall be final and may be entered as judgment in any court of competent jurisdiction. The losing party, as determined by the arbitrator, shall pay the administrative costs of arbitration. Each party shall bear the cost of its own

attorneys' fees, except that the arbitrator shall have the discretion in appropriate circumstances to require the losing party to pay all or a portion of the prevailing party's reasonable attorneys' fees.

18.2 Except as provided in the Termination provisions herein, Contractor or its Subcontractors shall not stop work on the Project, due to a dispute.

19.0 PUBLICITY

Prior to issuing any press release concerning the Project or otherwise making a public statement about the Project, Contractor shall obtain the County's written approval of the content of such press release or statement. Such approval will not be unreasonably withheld or delayed. Contractor shall impose this same requirement on its subcontractors.

20.0 NOTICES

Any notice under this Agreement will be in writing delivered by hand, by certified mail (return receipt requested), or by other competent and reliable courier service (delivery receipt retained), to the other party at the address indicated in item C(2) of page 1 of this Agreement or to such other address as may be substituted by notice. Notice will be effective on the date of receipt.

21.0 NON-APPROPRIATIONS OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted in any Fiscal Year for payments due under this agreement for the then current or the succeeding Fiscal Year during the term aforesaid, this agreement shall create no obligation on the County as to such current or succeeding fiscal year except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damages shall accrue to the benefit of Contractor, its successors or assigns, as to that portion of this agreement which may so become unenforceable, except County agrees to peaceably surrender possession of the Program Product to Contractor or its assignee. Contractor or the Agent or their assignees shall have all rights and remedies to take possession of the Program Product.

22.0 GENERAL PROVISIONS

22.1 In the performance of duties hereunder, Contractor shall comply, and shall require its subcontractors to comply, with all applicable federal, state, and local laws, rules, and regulations.

22.2 Neither party may assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that Contractor may assign this Agreement without consent to a successor in interest to all or substantially all of its stock or assets, provided such successor in interest assumes all of Contractor's obligations under this Agreement.

22.3 If any part or parts of this Agreement are held to be invalid, the remaining parts of this Agreement will continue to be valid and enforceable.

22.4 The headings in this Agreement are for reference purposes only; they will not affect the meaning or construction of the terms of this Agreement.

22.5 The provisions of this Agreement are for the sole benefit of the parties, and not for the benefit of any other persons or legal entities.

22.6 This Agreement may be executed by the parties in one or more counterparts, each of which when so executed shall be an original. All such counterparts shall constitute one and the same instrument.

22.7 Each of the parties to this Agreement represents and warrants that it has the power and authority to enter into this Agreement and perform the action contemplated hereunder, and this Agreement has been duly authorized and is the valid binding and enforceable obligation of such parties.

22.8 This Agreement, including its referenced exhibits, contains the complete and exclusive understanding of the parties with respect to the subject matter hereof. Except for any terms or conditions of a Request for Quotes or Request for Proposal that are included by reference in this Agreement, this Agreement supersedes and cancels the terms and conditions contained in any previous Request for Quotes or Request for Proposals of the County, any prior Contractor negotiations, proposals, or other submissions to the County by Contractor, and any prior oral or written agreements or representations between County and Contractor concerning the Project. No waiver, alteration, or modification of any of the provisions hereof will be binding unless in writing and signed by a duly authorized representative of the party to be bound. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement.

22.9 This Agreement is entered into and to be performed in the State of California and shall be governed and construed under the laws of the State of California.

EXHIBIT A

STATEMENT OF WORK

DRAFT

1. General Description of Project The Project involves the purchase, installation, testing and maintenance of an automated [name of the project] ("Project") which consists of a complete computer system (including hardware, as well as licensed software and networking software) which is capable of the functionality as described in the RFP dated xx/xx/xx. The project will be implemented at the following sites (list of sites).

2. Project Phases [The project phases based on the RFP and on the Contractor's proposal would be described here]

3. Project Control and Schedule Contractor will provide experienced management, administration, and support staff to ensure successful completion of the Project. Contractor support shall include the following functions and services:

(a) **Administrative Control** Contractor will maintain schedule, budget, and cost information appropriate to the successful management of the contract on program status and planned activities. This information includes an ongoing analysis of cost and schedule variances.

(b) **Implementation Schedule** Contractor and the County shall perform their duties and responsibilities hereunder in accordance with the schedule in Exhibit C as modified by the Implementation Plan. Contractor and the County acknowledge that prompt performance of all services hereunder is required. Each party will use its best efforts to meet such deadlines and shall give the other party prompt notice of any anticipated delays in meeting such deadlines.

(c) **Reviews, reports, and meetings** during the term of the Project, Contractor will conduct a project status review with the County approximately every two weeks or as otherwise agreed. These reviews will include a discussion on the status of the Project, including details on technical issues, schedules, problems and potential problems, and recommended solutions to such problems. In connection with such meetings, Contractor will draft a report covering the foregoing topics and give it to the County in advance of the meeting. In addition, Contractor will attend such other technical and programming meetings and produce such reports concerning the Project as requested by the County.

4. Software

(a) **Licensing Terms** The software provided under the Agreement shall be referred to as the "[] Software." The [] Software is licensed to the County pursuant to the terms and conditions of the license agreement(s) attached hereto as Attachment 1 and shall include any Customizations as referred to in Section 4.b below. [Attachment I will be Contractor's standard end-user license agreement. The County reserves the right to modify such license in contract negotiations to meet the County's needs].

(b) **Customizations to Contractor's Base Software**

County and Contractor agree to customizations of the Contractor's base software as detailed in Exhibit B. These customizations shall be considered as part of the Contractor's base software for the purpose of any future upgrade or release of that base software. In particular, Contractor explicitly agrees to support these customizations under its standard licensing and maintenance agreements.

(c) Source Code Escrow

Promptly after completion of the Project, Contractor will enter into a source code escrow agreement in the form of Attachment 2 and deliver a copy of the source code for the [] Software to a bonded escrow agent approved by the County and Contractor. Thereafter, Contractor will deliver a copy of each revision or update to the [] Software, implemented by the County, to the escrow agent promptly after County implementation of such revision or update.

(d) Custom Software

Any custom software ("Custom Software") developed for the County pursuant to the Project, apart from the base software customizations referred to in Section 4.b above, shall belong to the County. Any Custom Software developed by Contractor hereunder shall be considered to be work made for hire under the US Copyright Act and all copyrights and all intellectual property rights contained therein shall automatically be assigned to the County. Upon completion of such software, the Contractor shall deliver fully commented source code for such software to the County, and, except for Contractor Code (as defined below), Contractor shall have no right to use any portion of such Custom Code for other customers without the advance written permission of the County. Contractor Code is defined as software code, which Contractor describes in detail to the County in writing prior to beginning the Project as belonging to Contractor. Those portions of Contractor Code, which are incorporated into Custom Code, shall be licensed to the County pursuant to the terms and conditions of Attachment I hereto.

5. Software Support

(a) Programming Assistance

Contractor shall provide Programming assistance to the County as requested by the County and at the rates specified in Exhibit B.

(b) Telephone Support

Software telephone support will be provided pursuant to the provisions of Exhibit F.

6. Data Conversion

Contractor shall provide programming assistance as specified in Exhibit B.

7. Technical Documentation

Contractor shall produce and deliver to the County for review and approval at least six copies of a comprehensive user manual for the Project and at least five copies of any technical manuals provided with the Project (system administration manual, programming manual, and the like). Contractor shall also give the County an electronic version of such documentation in a mutually agreed upon format including a format which can be loaded on a server for Countywide on-line access. Such versions may be reproduced by the County for use only by County personnel and contract workers without further compensation to Contractor. All manuals provided with the hardware provided under the Agreement shall also be provided to the County in both electronic and hard copy media. Updates to the foregoing manuals shall be provided to the County without charge.

8. Training

[The verbiage of this section will be based upon the training proposal submitted by the Contractor and accepted by the County. That proposal should include a provision for training at extra cost if the County later requires more training than provided in the Contractor's proposal. The County must have the right to videotape Contractor training for later use in periodic County training only].

9. Additional Consulting

Any consulting requested by the County, which is not covered by the Project, shall be provided at the rates set forth in Exhibit B.

10. Acceptance Testing

The Project as delivered and installed by Contractor will be tested in accordance with the provisions of Exhibit D.

General Warranties

The Contractor warrants (a) the hardware sold hereunder and all of its parts and components are new and unused, (b) Contractor has good title to that hardware, free from liens and encumbrances, and that good title to the hardware shall pass to County upon payment in full of the purchase price for the Project, and (c) County shall have all the rights of a direct purchaser of the hardware from the manufacturer (e.g., update rights, patent Indemnification, etc.).

12. Maintenance

The Project will be maintained pursuant to the terms of Exhibit F. Service and parts will be provided at no cost to the County for 12 months after the acceptance of the Project by the County. Contractor represents and warrants that the hardware sold hereunder qualifies for service under its manufacturer's standard warranty and post-warranty maintenance. Contractor will provide County with all necessary documentation to activate such warranty and post- warranty maintenance.

13. Relocation of Project

The County shall have the right to relocate the Project to another County site in Contra Costa County upon written notice to Contractor. The County shall also have the right to transfer the [] software to another County computer system upon written notice to Contractor. County may, at its option, and at no additional fee, elect to transfer the software to a different computer architecture of its choice which is supported by Contractor by providing written notice to Contractor of such transfer.

EXHIBIT B

EQUIPMENT AND SOFTWARE DELIVERABLE ITEMS

PRICING FOR ADDITIONAL ITEMS

DRAFT

1. Hardware and Software [This section will provide the following information for each item of hardware and software to be provided: description, quantity, unit price and total price].

2. Labor Charges

[This section will provide a labor charge for each milestone identified in Exhibit C1.

3. Hardware and Software Maintenance

[This section will include pricing for support and maintenance for each Item of hardware and software after the expiration of the applicable warranty period].

4. Additional Training

Training not included in the contract price will be provided by contractor at a rate of \$---- per hour.

5. Additional Consulting

Consulting not included in the contract price will be provided by contractor at a rate of \$---- per hour.

6. Other- Costs

[Pricing should also be given for an other costs, such as outside services]

7. Additional Hardware and Software

[This section will contain a formula for adding hardware and software]

8. Best Pricing Contractor represents and warrants that the license, maintenance, training, consulting, data-conversion, and other fees listed herein and the prices charged for the hardware are the most favorable fees and prices Contractor offers to its customers. The best pricing provisions of this Section shall also apply to future purchases of software licenses, maintenance, training, data-conversion services, hardware and other services and products purchased by the County from Contractor.

9. Expenses

Contractor's costs and expenses of telephone, travel to the County's office, and other office and travel expenses are included in the costs listed above and are not reimbursable.

EXHIBIT C
PROJECT MILESTONES
AND SPECIAL PAYMENT PROVISIONS
DRAFT

[Project Phases based on the RFP and the selected Contractor's proposal shall be described in detail here].

EXHIBIT D
PERFORMANCE AND ACCEPTANCE CRITERIA

1. Performance Criteria

As indicated in the RFP, the Contractor is expected to submit a proposed acceptance-testing plan for review and approval by the County. The plan should adopt the performance criteria and functionality as set forth in the Technical Specification as accepted by the County and the user manual for the [] software.

2. Testing and Acceptance. The Contractor's proposed acceptance-testing plan must include the following subjects at a minimum:

(a) Functional Testing

In conjunction with the County, Contractor shall develop tests, which check the compliance of the Project with the functionality and performance described in the performance criteria. Such tests shall be submitted to the County for review and approval. After approval of the tests, Contractor shall run the tests in the presence of County personnel designated by the County.

(b) Stress Testing

In conjunction with the County, Contractor shall develop tests, for review and approval by the County, which simulate the County's future projected conditions of continuous heavy use of the Project and/or sudden bursts of traffic under different patterns of usage.

(c) Real-Time Testing

In conjunction with the County, Contractor shall develop tests to evaluate the Project in a real-time environment at the County with all data loaded into the system after successful completion of functional testing and stress testing. Such tests shall last at least 30 days and shall measure Project performance in accordance with the acceptance criteria.

(d) Recovery Testing

In conjunction with the County, Contractor shall develop tests, for review and approval by the County, which demonstrate recovery of databases and program files.

(e) Evaluation

At the conclusion of each of the tests described above, the County must promptly inform Contractor in writing if the Project has passed or failed to pass the test. If the Project does not pass all aspects of the test, the County shall provide Contractor detailed information with documented examples concerning the failure to pass the test. If within 30 days after receipt of such written notice, Contractor is not able to remedy the cause of the failure to pass the test, then the County shall have the right to return the Project to Contractor, within 90 days after the date of such written notice to Contractor, for a full refund of the price paid by the County for the Project.

EXHIBIT E
INDEMNITY AND INSURANCE
CONTRA COSTA COUNTY
CONTRACTUAL TERMS AND CONDITIONS

Indemnity

The Contractor shall indemnify, defend, save and hold harmless the Contra Costa County (hereinafter "County") its officers, agents and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the Contractor or its agents, servants, employees or subcontractors, hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the County or its officers or employees. Contractor will reimburse the County for any expenditures, including reasonable attorneys' fees, the County may make by reason of the matters that are the subject of this indemnification, and if requested by the County will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the Contractor.

Insurance

During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions.

- a. Liability Insurance. The Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness, or disease, or death to any person or damage to or destruction of property, including the loss use thereof, arising from each occurrence. Such insurance should be endorsed to include the County and its offices and employees as additional insureds as to all services performed by Contractor under this Agreement. Said policies shall constitute primary insurance as to the County, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.
- b. Workers Compensation. The Contractor shall provide workers' compensation insurance coverage for its employees.
- c. Certificate of Insurance. The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, the Contractor shall provide (a) current certificate(s) of insurance.
- d. Additional Insurance Provisions. The insurance policies provided by the Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material changes of the above-specified coverage.

SPECIAL CONDITIONS

COUNTY AFFIRMATIVE ACTION REQUIREMENTS

The Contra Costa County Board of Supervisors has adopted a program to help and support Minority Business Enterprises(MBE) and Women Business Enterprises(WBE) by providing opportunities for participation in the performance of County financed Professional and Personal Services' contracts or Consulting Service Agreements.

Attachment 2
ESCROW AGREEMENT
DRAFT

This Escrow Agreement is made this day of 1999 by and between ("Contractor") a corporation, and Contra Costa County (the "County") and ("Escrow Agent"), a corporation.

1. DEPOSIT

Contractor has concurrently herewith deposited with Escrow Agent a copy of the source code form of the software ("Source Code"), including all relevant commentary, explanations and other documentation of the Source Code (collectively "Commentary"). Contractor also agrees to deposit with Escrow Agent, at such times as they are made, a copy of all revisions of the Source Code or Commentary encompassing all corrections and enhancements made to the Software by Contractor pursuant to the License Agreement or Maintenance Agreement. Promptly after any such revision is deposited with the Escrow Agent, both Contractor and Escrow Agent shall give written notice thereof to the County.

2. TERMS

This Escrow Agreement shall remain in effect during the term of the License Agreement and any software Maintenance Contract between Contractor and the County. Termination hereof is automatic upon delivery of the Source Code and Commentary to the County in accordance to the provision hereof.

3. DEFAULT

A default by Contractor shall be deemed to have occurred under the Escrow Agreement upon the occurrence of any of the following:

- (a) If Contractor has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which Contractor is the debtor, an assignment by Contractor for the benefit of its creditors, the appointment of a receiver for Contractor, or any other proceeding involving insolvency or the protection of, or from, creditors and same has not been discharged or terminated without any prejudice to Contractor's rights or interests under the License Agreement within 30 days; or
- (b) If Contractor has ceased its on-going business operations, or its licensing, maintenance or other support of the Software
- (c) If Contractor fails to pay the annual fee due to Escrow Agent hereunder; or
- (d) If any other event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Contractor to fulfill its obligations to the County under the License Agreement, this Escrow Agreement or any Software Maintenance Agreement between the parties, including, without limitation, the detection of defects in the software.

4. NOTICE OF DEFAULT

County shall give written notice to Escrow Agent and Contractor due to the occurrence of a default hereunder, except that Escrow Agent shall give notice of the default to County and Contractor if default is based on failure of Contractor to pay Escrow Agent's annual fee. Unless within seven(7) days thereafter, Contractor files with the Escrow Agent its affidavit executed by a responsible executive officer stating that no such default has occurred or that default has been cured, then the Escrow Agent shall upon the eighth (8th) day deliver to the County the entire Source Code and Commentary with respect to the Software then being held by Escrow Agent.

5. COMPENSATION

As compensation for the service to be performed by Escrow Agent hereunder, Contractor shall pay to the Escrow Agent an initial fee of \$_____, payable at the time of execution of this Agreement, and an annual fee in the amount of \$_____, to be paid to Escrow Agent in advance on each anniversary date hereafter during the term of this Agreement.

6. LIABILITY

Escrow Agent shall not, by reason of its execution of its Agreement, assume any responsibility or liability for any transaction between the Contractor and the County, other than the performance of its obligations, as Escrow Agent, with respect to the Source Code and Commentary held by it in accordance with this Agreement.

7. TESTS

Upon written notice to Contractor and Escrow Agent, County shall have the right to conduct tests of the Source Code held in escrow, under the supervisions of Contractor, to confirm that it is current Source Code for the Software running on the Hardware specified in the License Agreement.

8. CONFIDENTIALITY

Except as provided in this Agreement, Escrow Agent agrees that it shall not divulge or disclose or otherwise make available to any third person whatsoever, or make any use whatsoever, of the Source Code or Commentary, without the express prior written consent of Contractor.

9. ADDRESS

All notices or other communications required or contemplated herein shall be in writing, sent by certified mail, return address requested, addressed to another party at the address indicated herein or as same may be changed from time to time by notice hereby give:

For Contractor _____

For County _____

For Escrow Agent: _____

10. ASSIGNMENT

Neither this Escrow Agreement, nor any rights, liabilities or obligations hereunder may be assigned by Escrow Agent without the prior written consent of the County and Contractor.

- **IN WITNESS WHEREOF,** the parties have executed this Maintenance Agreement as of the date first set forth above.

-

CONTRA COSTA COUNTY CONTRACTOR

Authorized Signature Authorized Signature

-

Print name and title Print name and title

-

ESCROW AGENT

Authorized Signature

Print name and title

EXHIBIT F
MAINTENANCE AGREEMENT
DRAFT

This Maintenance Agreement is made this ____ day of _____ by and between ("Contractor") a corporation, and Contra Costa County (the "County").

1. DEFINITIONS

- (a) "System" means description of the system
- (b) "Hardware" means the equipment portion of the Project, which is listed on the attached Schedule as it may be amended.
- (c) "Vendor Software" means Proprietary Software and Third-Party Software which are part of the Vendor offering(s) and which are listed on the attached Schedule as it may be amended.
- (d) "Custom Software" shall have the meaning set forth in Exhibit A to the Agreement of which this Maintenance Agreement is a part.
- (e) "Major Malfunction" means the failure of the host computer for the Project to function in accordance with the Project user manual or the failure of all terminals or workstations at a County Project site to function in accordance with the Project user manual in such a manner as to render the Project host or Project site effectively unusable.
- (f) "Proprietary Software" means Software, which is developed by or licensed to Contractor and is maintained by Contractor.
- (g) "Third-Party Software" means software, such as operating system software which has been developed and which is maintained by a party other than Contractor.
- (h) "Workaround" means a recommended change in the standard procedures for use of the vendor software to avoid an error without significantly impairing performance of the vendor software.
- (i) "First Productive Use" means that point in time which County processes "live" customer data with any function portion, or total function, of the vendor software.

2. COVERAGE AND GENERAL MAINTENANCE RESPONSIBILITIES

- (a) In accordance with the terms and conditions of this Maintenance Agreement, Contractor will provide the County with the maintenance services described herein for the [] Hardware and Software listed on the attached Schedule One. Additional [] Hardware and Software may be added upon written notice from the County to Contractor and payment of the applicable fee as calculated in accordance with Section 8c hereof [] Hardware and Software may be deleted from coverage under this Maintenance Agreement upon written notice from the County to Contractor.
- (b) The County acknowledges that Contractor may be an agent or contractor for the manufacturer of [] Hardware for the repair of that hardware or may arrange for that hardware to be repaired by the manufacturer's authorized repair facilities. Such arrangement shall not relieve Contractor of its obligations for maintenance and support of the entire Project. Contractor represents and warrants that the [] Hardware and Third Party Software qualifies for service under its manufacturer's or publisher's standard warranty and post-warranty maintenance. Contractor will ensure that all necessary documentation is executed to activate such warranty and post-warranty maintenance.
- (c) During the term of the term of this maintenance Agreement, the Contractor will be responsible for ensuring that the Software, when used in accordance with the applicable Documentation, will perform all the functions listed in, and operate substantially in accordance with (a) the Technical Specification and (b) the applicable user manuals provided with the software. Contractor's sole obligation under this warranty will be to repair promptly the software or provide the other remedies set forth in Section 4 of this Maintenance Agreement. As

part of its obligations hereunder, Contractor shall check for and remove, at least once each 30 days, any "harmful code," defined as programming that is intentionally and specifically constructed for the purpose of destroying, interrupting, or otherwise adversely affecting other code or data in the Project, such as by replicating itself or a another program many times without any useful purpose.

3. MAINTENANCE AND SUPPORT SERVICE

- (a) Contractor shall provide telephone support to the County concerning the use of the Product.
- (b) Contractor shall provide remote diagnostic analysis of software problems via remote connection and correction of such problems remotely or on-site, if necessary. Contractor will provide without charge all labor and parts for the [] Hardware necessary for keeping the System in good working order.
- (c) Contractor shall exercise commercially reasonable efforts to correct any replaceable error in the Proprietary software reported by the County, which causes the Software to fail to operate substantially in accordance with its user manual. Contractor will attempt to correct as soon as possible errors, which cause a Major Malfunction or materially restrict the full use of the Software when used in accordance with its user manual. For such errors, Contractor will use its best efforts to develop a temporary Workaround until a permanent correction can be effected. Temporary workarounds will be made permanent corrections in the next release of the Proprietary software. For other errors in the Proprietary Software, Contractor will use reasonable efforts to include a correction in the next release of the Proprietary Software, which should be issued within six months after discovery of such error. Contractor shall provide all updates, enhancements, and improvements to the Proprietary Software, and installation support without charge. Contractor shall provide release notes and revised documentation therefor.
- (d) Contractor will promptly report errors in Third-Party Software of which it is aware to the publisher of the Third-Party Software for correction. Contractor will, without charge, arrange for the County to obtain promptly and will install all updates, enhancements, and improvements to Third-Party Software and engineering changes to [] Hardware which are provided by the third-party publisher or manufacturer. Contractor shall provide the County with release notes and revised documentation therefore, which are provided to it by the publisher or manufacturer.
- (e) Any modification to the Custom Software which is required to ensure compatibility with updates, enhancements, and improvements to the Proprietary Software or Third-Party Software shall be accomplished by Contractor as part of maintenance charge to the County. Any resulting necessary revisions to the documentation for the Custom Software will be furnished to the County without charge.

4. ESCALATION PROCEDURES; REMEDIES

If Processor cannot pass load test remedies will be spelled out here.

[This Section should be drafted by the Contractor for review and acceptance by the County. It should include procedures for escalating the software problems that cannot be solved within a reasonable time. This Section should include a provision, which allows the County to obtain a copy of Contractor's source code for the Proprietary Software if an error in such software causes a Major Malfunction and such software cannot be fixed within 45 days. The County would then be able to hire a programmer at Contractor's expense to fix the Proprietary Software. In addition, this Section should include a provision which requires the Contractor to provide hardware upgrades without charge for parts or labor if, during the first year of the Maintenance Agreement, the software does not meet the Technical Specification or otherwise meet the requirements of Section 2c.]

5. SERVICE HOURS AND RESPONSE TIMES

(a) Except as otherwise provided herein, Contractor shall provide the services set forth in Section 3 hereof between the hours of 6:00 a.m. to 6:30 p.m., Pacific Time, Monday through Friday, excluding County holidays.

(b) Contractor will use its best efforts to respond to a request for services within 60 minutes via telephone after receipt of such inquiry. If on-site diagnosis or service is necessary, then Contractor will use its best efforts to arrange for such diagnosis or service to take place by a Contractor authorized representative within two business days after a determination is made that it is necessary.

(c) Contractor shall maintain an emergency capability to respond to Major Malfunctions outside of the hours set forth in Section 5a and on weekends and holidays. Contractor shall use its best efforts to respond to a Major Malfunction within 30 minutes via telephone. If on-site diagnosis or service is necessary for a Major Malfunction, then Contractor will use its best efforts to arrange for such diagnosis or service to take place by a Contractor authorized representative within six hours after a determination is made that it is necessary.

6. SPARE PARTS

(a) Contractor shall obtain a written commitment from each manufacturer of [] Hardware that parts, maintenance, and manufacturing field support shall be available for [] Hardware for a period of not less than five years from the date of final acceptance by the County of the [].

(b) Each such spare part for [] Hardware shall be available to the County within two hours after the need for such part is identified.

7. RESPONSIBILITIES OF THE COUNTY

The County shall promptly report any problem, which is covered hereunder to Contractor, and provide details concerning such problem. The County shall allow authorized representatives of Contractor access to the software during the County's regular business hours and thereafter, if necessary. The County shall refrain from making repairs or modifications to the software without the advance written approval of Contractor. The County shall provide a telephone line for remote diagnosis of the software by Contractor. It is the responsibility of the County to ensure that all of its electronic files on the software are periodically and adequately duplicated and documented.

8. EXCLUDED SERVICES

9. CHARGES AND PAYMENT

(a) There shall be no charge to the County for the first year of this Maintenance Agreement after First Productive .

(b) Thereafter, the County shall pay Contractor the applicable fees listed on the attached Schedule. Maintenance fees are billed on an annual basis and such fees may not increase for [] years from the commencement date of this Maintenance Agreement.

(Please note that the County may not be in a position to make payments in advance, as mandated by State law).

(c) Additional hardware and software may be added upon written notice from the County to Contractor and payment of the applicable fee set forth in Exhibit B to the Agreement of which this Maintenance Agreement is a part. If no fee is set forth for the item to be added, then Contractor and the County will negotiate a mutually acceptable fee which is calculated pursuant to the same formula used to calculate the maintenance fees in Exhibit B.

(d) The County shall be responsible for all taxes associated with the services to be provided hereunder, other than taxes based on Contractor's income. The County shall also pay any charges incurred, which are not covered by this Maintenance Agreement. The County's payment shall be due within 30 days of receipt of the Contractor invoice.

10. TERM AND TERMINATION

(a) This Maintenance Agreement shall commence one year after the First Productive Use of the software by the County and shall continue for five years thereafter. It shall automatically be extended thereafter annually

for additional one-year terms unless terminated as provided herein. The County may terminate this Agreement without cause upon 60 days advance written notice to Contractor. Contractor may terminate this Maintenance Agreement at the end of the original term or at the end of any renewal term by giving the other party written notice at least 30 days prior to the end of such term.

(b) Either party may terminate this Maintenance Agreement upon written notice to the other party that such party has failed to observe, keep, or perform any material provision of this Maintenance Agreement. Such termination shall be effective 30 days from the receipt of such notice unless the defaulting party has completely cured the default within that thirty-day period.

(c) The County shall be entitled to a pro-rata refund of fees paid in advance in the case of a termination.

11. REPRESENTATIONS AND LIMITATION OF LIABILITY

(a) Contractor represents that the maintenance services will be performed in a workman like manner. CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, FOR MAINTENANCE UNDER THIS MAINTENANCE AGREEMENT INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The foregoing disclaimer shall not affect Contractor's obligations under the Equipment, Software, and Services Procurement Agreement under which the PeopleSoft Software was procured from Contractor. [] Hardware and Third-Party Software are subject to any warranties or limitations of liability stated in documentation provided by such products' manufacturers with such products.

(b) Except for claims for bodily injury or property damage to the extent caused by the proven fault or negligence of Contractor and not arising from use of the software, Contractor's liability for damages under this Maintenance Agreement (regardless of the form of action, whether in contract or tort) shall in no event exceed the amount paid by the County to Contractor for a one-year period. CONTRACTOR WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST THE COUNTY BY ANY OTHER PARTY. Contractor shall not be liable for any failure or delay in performance under this Maintenance Agreement due to causes beyond its reasonable control.

12. NOTICES

All notices and demands issued hereunder shall be in writing and shall be delivered in person, by mail, or by delivery service to the party at its address given below or at such different address as may be designated by written notice by one party to the other party.

13. ASSIGNMENT, SUBCONTRACTING, AND PROFESSIONAL COMPETENCE

(a) Contractor may not assign this Maintenance Agreement without the advance written consent of the County.

(b) Contractor may utilize subcontractors to provide some of the services required hereunder, provided that the County may, upon written notice to Contractor, require the removal of a subcontractor for unsatisfactory service. Any subcontractor performing services hereunder will be subject to the same terms and conditions as are set forth herein, and Contractor shall remain liable for the performance of any subcontractor.

(c) All work hereunder performed by Contractor or its subcontractors shall be accomplished by competent and reliable professionals who are thoroughly trained for the tasks that they will be performing.

14. GENERAL

Any illegal or unenforceable provision shall be severed from this Maintenance Agreement. The waiver of any default under this Maintenance Agreement shall not waive subsequent defaults of the same or different kind. This Maintenance Agreement shall be governed by the laws of the State of California. Any dispute arising under this Maintenance Agreement shall be adjudicated in the state or federal courts in Contra Costa County, California. This Maintenance Agreement states the entire agreement concerning Contractor's provision of maintenance services to the County and supersedes and cancels and prior agreements, understandings, and negotiations. It may be amended only by a written amendment executed by authorized representatives of

both parties. The County's purchase orders or other ordering document shall not add to or vary the terms of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first set forth above.

CONTRA COSTA COUNTY CONTRACTOR

 Authorized Signature _____
 Print name and title

Address for Notices: Address for Notices:

 Attn: _____ Attn: _____

EXHIBIT G SOFTWARE LICENSE AGREEMENT

1. Definitions

"Documentation" means only technical publications relating to the use of the Software, such as reference, user, installation, system administrator and technical guides delivered by Vendor to County.

"Tools" means the underlying architecture from which the Software is designed, and includes software application programming tools and code.

"Software" means all or any portion of the United States version of the binary computer software programs (including corresponding source code) provided by Vendor or made by the County with Vendor's prior written consent, in machine readable form including all listed in Schedule [] and all corrections or updates thereto. Software includes third-party software as identified in Schedule [].

"Server" means a single database or file server, which may be accessed by a network of personal computers.

"Territory" means the United States and Canada.

"Site" means a specific, physical location of County's Server.

2. License

2.1 Vendor grants County a perpetual, non-exclusive, nontransferable license to use the licensed number of copies of the software in the Territory, solely for internal data processing operations, on each Server at the Site up to the licensed number of workstations specified in Schedule []. Any third party software products or modules provided by Vendor to County shall be used solely with Vendor's Software. County may use the Software temporarily on a machine other than the Server in the event that the Server is inoperable. County may make a reasonable number of copies of the Software solely for archive or emergency back-up purposes and/or disaster recovery testing purposes. County may modify or merge the Software with other software with the understanding that any modifications, however extensive, shall not diminish Vendor's title or interest in the Software.

2.2 Vendor shall provide County with the licensed number of copies of the Software and Documentation as specified on Schedule []. County may make a reasonable number of copies of the Documentation solely for County's internal use with the Software provided all copyright notices are reproduced.

3. License Exclusions

3.1 Except as expressly authorized herein, County shall not:

(a) Copy the Software;

- (b) Cause or permit reverse compilation or reverse assembly of all or any portion of the Software;
- (c) Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Software or the Documentation, or use the Software or Documentation in any service bureau arrangement, facility, management, or third party training;
- (d) Disclose the results of Software performance benchmarks to any third party without the prior written consent of Vendor;
- (e) Transfer the Software to a different Server platform without the prior written consent of Vendor (such consent not unreasonably withheld);
- (f) Transfer the Software to a different Site without prior written notice to Vendor.
- (g) Export the Software in violation U.S. Department of Commerce export administration regulation.
- (h) Invoke support libraries other than through documented API calls; and
- (i) Use Tools except in conjunction with the licensed Vendor applications.

3.2 No license, right, or interest in any Vendor trademark, trade name or service mark is granted hereunder.

4. Fees and Payment Terms.

4.1 County shall pay Vendor the fees specified in Schedule [] and in accordance with the schedule of payments listed in Exhibit C.

4.2 Unless County provides Vendor with a valid tax exemption or direct pay certificate, County is responsible for all taxes concerning the Software and or services excluding taxes based on Vendor's income. Overdue payments shall bear interest at the lesser of 12% per annum or the maximum rate allowed under the applicable law.

5. Title and Protection.

5.1 Vendor(or its third-party providers) retains title to all portions of the Software, any modifications to the Software developed with []Tools, and any copies thereof. Title to the physical media for the Software vests in the County upon delivery. Vendor represents that the Software contains valuable proprietary information and County shall not disclose the Software to anyone other than those of its employees or consultants under nondisclosure obligations who have a need to know for purposes consistent with this Agreement. County shall affix, to each full or partial copy of the Software made by the County, all copyright and proprietary information notices as affixed to the original. The obligations set forth in this paragraph shall survive termination of this Agreement.

5.2 The Software may be transferred to the U.S. Government only with the separate prior written consent of Vendor and solely with "Restricted Rights" as the term is defined in F.A.R.52.227-19(c)(2)(or DFAR 252.227-7013(c)(1) if the transfer is to a defense- related agency) or subsequent citation.

6. Default and Termination

6.1 Any of the following shall constitute an event of default:

- a. County fails to perform any of its obligations under "License Exclusions" or "Title and Protection"; or
- b. Either party fails to perform any material provision of this Agreement and such failure is not cured within thirty (30) days after receipt of written notice thereof.

6.2 If an event of default occurs, the non defaulting party, in addition to any other rights available to it under law or equity may terminate this Agreement and all licenses granted hereunder by written notice to the defaulting party.

6.3 Within fifteen (15) days after termination of this Agreement County shall certify in writing to Vendor that all copies of the Software in any form, including partial copies within modified versions, have been destroyed or returned to Vendor.

7. Limited Warranty

Vendor warrants that it has title to the Software and the authority to grant license to use the Software. Vendor warrants that the Software will perform substantially in accordance with the Documentation for as long as Vendor continues to support the version of the Vendor Software in use at the County and County subscribes to Vendor's Software Support Services. Vendor's sole obligation is to repair or replace the defective Software, provided County notifies Vendor of the deficiency and provided County has applied all Software updates

provided by Vendor's Software Support Services. VENDOR'S DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED UNDER THIS LICENSE AGREEMENT INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

EXCLUDING DAMAGES INCURRED UNDER THE "INFRINGEMENT PROTECTION CLAUSE IN THE MAIN AGREEMENT" VENDOR'S LIABILITY FOR DAMAGES UNDER THIS SOFTWARE LICENSE AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY COUNTY TO VENDOR FOR THE SOFTWARE OR THE SERVICES FROM WHICH THE CLAIM AROSE.

9. On-Site Support Days

Vendor shall provide County with support at the Site for the Software as set forth in Schedule One. For a period of six (6) months from the Scheduled Effective Date, support days not used during the installation phase may be used for other implementation support.

10. Training.

Vendor shall provide County with the number of training units set forth in Schedule [] for use at a Vendor Training Facility. County may use training units for Site training as the parties mutually agree in writing. County must use these training units within one (1) year from the Scheduled Effective Date.

11. Nondisclosure Obligation

11.1 County shall protect the Software with at least the same degree of care and confidentiality, which County utilizes for similar County information which it does not wish disclosed to the public. County may provide access to and use of the Software only to those third parties (undertaking similar nondisclosure obligations), providing services concerning County's use of the Software.

12. Notices

All notices shall be in writing and sent by first class mail, overnight mail, courier, or transmitted by facsimile(if confirmed by such mailing), to the address indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notices to Vendor shall be sent to the Legal Department.

13. Assignment

County may not assign this Agreement (by operation of law or otherwise) or sub license the software without the prior written consent of Vendor, and any prohibited assignment or sub license shall be null and void.

Appendix F
Contra Costa County Acceptance Testing Overview

Acceptance testing will be conducted by the County to determine whether the system as delivered and installed performs according to the agreement as to features included in the contract that was negotiated with the vendor. Full payment for any component supplied by the vendor is contingent on software acceptance. To facilitate a clear understanding of the features to be provided, this RFP and all responses by the successful vendor will be included as attachments to the contract.

The County shall have up to sixty (60) days after any new feature has been successfully delivered and installed on specified hardware to test and accept or reject that feature. Because features are best tested in conjunction with each other, however, features that must be added to the existing vendor software should be grouped into releases, and no feature in a release will be considered as installed until all features in that release have been successfully installed.

Should the system fail any acceptance tests at any point, the County will inform the vendor within five working days, and the vendor will have ten working days to fix the stated problems. The County will then have a fifteen (15) day period following re-delivery to do its acceptance testing. For its part, the County will use its best efforts to complete all acceptance testing as quickly and prudently possible, but such expedited testing will not constitute a waiver of the thirty (30) day acceptance period on every delivery.

APPENDIX G
PROPOSAL CHECKLIST

This must be the first page of your proposal

Proposal Checklist

COMPANY NAME	
ADDRESS	
City, State, Zip	
Contact Person	
Phone Number	
Fax Number	

CHECK LIST

Yes/no	Item	Page Nos.
	Proposal Checklist	
	Cover Letter	
	Proposal Summary	
	Answers to Section III. – Vendor Response and Appendix C Functional Criteria.	
	Answers to Section IV – Solution Pricing and Appendix D, Vendor Cost Quotation.	
	Vendor Company Annual Report	
	Five (5) References	

Question and Answers for Bid #1006-009 - CHRONIC DISEASE MANAGEMENT SYSTEM (CDMS)

OVERALL BID QUESTIONS

Question 1

From the RFP, we understand that CCHS is looking for a product. Will a custom solution be acceptable to CCHS? If yes, how do we address the sections of the required proposal that are specific to products (such as Table 5 on Page 24)?

Thanks. (Submitted: Jun 21, 2010 3:01:36 AM PDT)

Answer

- Please complete the product information requested on Table 5 based on your available product in production, whether custom or standard. Please include product name and version number, release date, number of currently installed clients, and the number of currently installed clients by software vendor. (Answered: Jun 21, 2010 11:51:07 AM PDT)

Question 2

We see on page 4 of the RFP document that you provide a table of current vendor applications. The last two of these listed applications are a Case Management System and a Medical Record Management System. Both of these applications are listed as being "In RFP Process." These are applications which our organization could potentially provide and so we want to ask the status of these RFPs. Have RFPs been issued for these applications or is the RFP process still in the future or is the process complete?

Thanks for your assistance with this question. (Submitted: Jun 21, 2010 9:05:32 AM PDT)

Answer

- For the Case Management System RFP, the posting has been cancelled. The RFP is in development for the Medical Records Management System and should be posted within 1 - 2 months. (Answered: Jun 21, 2010 11:29:23 AM PDT)

Question Deadline: Jul 16, 2010 5:00:00 PM PDT