



COUNTY OF SANTA CLARA, CALIFORNIA

REQUEST FOR PROPOSAL #602
FOR
INTERACTIVE VOICE RECOGNITION WITH COMPUTER TELEPHONY INTEGRATION

December 12, 2006

RFP DUE:
THURSDAY, JANUARY 25, 2007 BY 3:00 p.m. PST

PROCUREMENT DEPARTMENT
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Santa Clara (hereafter, County) is requesting proposals from qualified suppliers to provide, install and maintain/support an Interactive Voice Recognition (hereafter "IVR") system with Computer Telephony Integration (hereafter "CTI") and possible Speech Recognition for the Valley Connection Call Center, a part of the Santa Clara Valley Health and Hospital System (hereafter "SCVHHS"). We are seeking proposals for a turnkey system - the installation of computer hardware and software (with some modifications or customization if required), as well as training of County staff in use and maintenance of the software.

Only proven base system software products will be considered. The County is not interested in purchasing professional services to design and develop a system.

This RFP shall result in a single source award.

B. RFP 542 WAS ISSUED IN JULY, 2006

In July, 2006, the County issued RFP 542 for the same turnkey system as described in this RFP. That same month, the RFP was cancelled to permit the County additional time to define its specifications more precisely. RFP 542 and the addenda are available from RFP Depot: <http://www.rfpdepot.com>. To locate this material, do a search for 'RFP 542' using '2005 - 2006 Past Bids'. As a result of issuing RFP 542, we received numerous questions from vendors. These questions were answered in Addendum 1 which is also available from RFP Depot.

C. VISION

The County's vision is to implement a system that provides the capability for patients to call a toll free number. Upon doing so, they shall receive prompts (for example, "if you are calling from your home phone press one. If you are calling from a different phone number, input your medical record number instead.") Successful compliance with the prompts shall result in a CTI look-up into the Invision database to positively identify the caller. Once positively identified, the patient will be given a series of optional activities, including confirming, canceling and booking appointments, leaving messages for their doctor, checking on status of lab test results, listening to pre-recorded information, etc. Some of the options are currently being used with our Automated Call Distribution (ACD), but most are not.

At present, the activities we wish for patients to be able to do on their own include canceling, confirming, booking of appointments, sending messages (in the form of either fax or voice mail) to their Primary Care Provider (PCP), listening to pre-recorded messages, contacting another toll free number for pharmacy refill requests, sending faxes to a clinic inquiring on the status of their lab test results and placing themselves on a waiting list for new patients. The activities are very likely to change as the future unfolds.

D. SUMMARY SCOPE OF WORK

The contractor shall customize, install and support the base system at:

751 S. Bascom Ave.
Building T24
San Jose 95128

The installation shall consist of planning, organizing and implementing the base system on vendor supplied equipment and integrating it with County supplied equipment, training County user and technical support staff in the use and operation of the system as well as providing technical support and maintenance upgrades. Interfaces with several existing systems will be required including Invision, EWS and other ODBC-compliant data bases.

E. SCOPE OF PROCUREMENT

The scope of the procurement includes the hardware, software and support services required for the installation and operation of the system, which will include, but not be limited to, software or additional software programs, data files, enhancements, modification, systems or control software, and utilities as well as software training, maintenance, support, documentation, and any other directly related professional services.

The initial contract shall be for a term of five (5) calendar years. Software licensing and maintenance agreements shall survive the expiration of the contract.

F. PROCUREMENT OFFICER

The County has designated a Procurement Officer who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Earl Paden, Program Manager
Procurement Dept.
County of Santa Clara
Suite 201, 2310 N. First St.
San Jose, CA 95131-1040

Telephone: (408) 491-7431
Fax Number: (408)
E-mail: Earl.Paden@proc.sccgov.org

All deliveries via express carrier should be addressed as follows:

Earl Paden, Program Manager
Procurement Dept.
County of Santa Clara
Suite 201, 2310 N. First St.
San Jose, CA 95131-1040

Any inquiries or request regarding this procurement should be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

G. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**County**” means the County of Santa Clara.

“Base System” means the assembly of computer equipment and an operational group of computer programs that will perform, without modification, a significant portion of the functional requirements contained in this RFP. The base system must include system interfaces and may include contractor supplied third party software required for the maintenance or operation of the base system, an IVR with CTI technology.

“Close of Business” means 5:00 PM Pacific Standard or Pacific Daylight Time, whichever is in effect on the date given.

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” means successful offeror who enters into a binding contract.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Officer and the Evaluation Committee for submission to the Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“Interface” – means the transmission of data that will allow for efficient and logical interaction with other applicable systems.

“Mandatory”—The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Officer” means the person or designee authorized by the County’s Purchasing Agent to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Agent” or “PA” means the Purchasing Agent for the County or a designated representative.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production, or service

facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“**Responsive Offeror**” or “Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

H. BACKGROUND INFORMATION

Santa Clara Valley Health and Hospital System (SCVHHS):

Santa Clara Valley Health and Hospital System (SCVHHS) is a 24-hour healthcare facility providing healthcare to approximately 80,000 patients in the San Jose area. SCVHHS is comprised of a main campus with approximately forty (40) existing buildings and some off-site clinics.

In addition to the above-mentioned facilities, SCVHHS provides numerous critical medical healthcare functions, including Suicide Crisis/Prevention hotline, which mandates tracing of calls, and Emergency Room communications, which include Santa Clara County's EMS and TDD.

The County of Santa Clara operates Santa Clara Valley Health and Hospital System (SCVHHS) and Valley Health Plan (VHP). SCVHHS is comprised of an acute care public teaching hospital - Santa Clara Valley Medical Center (VMC) - as well as Ambulatory and Community Health Services (ACHS) outpatient services, Custody, Public Health, Drug and Alcohol and Mental Health Services.

Santa Clara Valley Medical Center (VMC)

VMC is affiliated with Stanford University Medical School and provides a full range of inpatient, emergency, rehabilitation, neonatal, intensive care, high-risk maternity care, psychiatry, pediatric intensive care, and burn intensive care services. The Ambulatory outpatient services include both primary and specialty clinics located not only at VMC, but also at satellite facilities located throughout the County.

Valley Connection Call Center

Valley Connection Call Center at Santa Clara Valley Medical Center is responsible for a wide array of duties. They handle a large volume of inbound calls using an (Aspect) ACD, and make a large volume of outbound calls using an IVR (an antiquated Aspect ACD). We believe that there will eventually be over one hundred concurrent users, and dozens of complex routing commands at work on a daily basis. There are a number of agencies and departments that are currently linked via a T1 circuit to the ACD by way of an application (known as Winset) to the ACD (using an RS-232 connection) with standard TeleSet interface card wiring. The hours of operation are 24 x 7, 365 days a year.

The call volume of those other agencies/departments is in excess of 60,000 calls per month, and the IVR is heavily used in an inbound capacity playing announcements.

Valley Connection Statistics

DESCRIPTION	TOTAL
Number of Inbound ACD calls received	~ 850,000 annually, and ~ 2500 daily
% of inbound calls handled by IVR	currently 30% (goal is to at least double this with CTI)
Number of outbound calls to be launched by IVR	upwards of 3000 per day

Users of ACD / IVR:	
Clerical	>325
Nurses	30
Supervisors, Managers , etc.	30

VMC Ambulatory and Community Health Services (ACHS)

Ambulatory and Community Health Services provides an extensive array of healthcare services through a network of ten neighborhood Health Centers supported by four mobile health and dental service units. The Health Centers are located through out Santa Clara County and offer Pediatric, Obstetric/ Gynecology, Adult Medicine, Geriatric, Sub-specialty, Dental, and Urgent care services. Sites include Valley Health Center Moorpark, Tully, San Martin, East Valley, Moorpark, Fair Oaks, Silver Creek, Lenzen, and Bascom.

Valley Health Plan (VHP)

Valley Health Plan is a Santa Clara County owned and operated Knox Keene licensed Health Maintenance Organization (HMO). They too have a vested interest in the success of the call center generally, and on the utilization of CTI with an IVR application, as does a subsidiary health plan known as Santa Clara Family Health Plan (SCFHP).

Information Services Department

The SCVHHS Information Services Department is responsible for all systems and applications planning, development and support within the SCVHHS. Business units comprising I.S. are:

- Analysis and Support
- Clinical Informatics
- Managed Care Systems
- Mental Health / Alcohol and Drug Service Systems
- New Systems Implementation (NSI)
- Public Health Systems
- Systems Innovation and Integration
- Technical Services

Note: The software/hardware solution must work with state-mandated compliance and regulatory directives.

I.S. Technical Environment

With the exception of the Valley Connection Call Center, SCVHHS has a standardized, open architecture enterprise system operating under multiple platforms with Windows 2003 as the primary platform. Additional platforms include UNIX, AIX and OpenVMS. The Windows 2003 platform is an Active Directory Schema with replication to County ISD. Dynamic Host Configuration Protocol (DHCP), Domain Name System (DNS), and Windows Internet Naming Service (WINS) are also supported.

SCVHHS has fiber links to 20 campus buildings. Links to 12 remote sites via dual redundant T-1 lines and Metro Ethernet. Remote patient care sites are connected with dual/redundant T1 lines. SCVHHS has 4900 PC/ printer nodes and 254 servers.

Additionally, SCVHHS has a standardized computer platform that consists of personal computer (PC) hardware, desktop operating system, office application suite, terminal emulation, e-mail, and core hospital applications. Information about our I.T. environment is contained in Exhibit A.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Officer will make every effort to adhere to the following schedule:

	Action	Date
1.	Issue of RFP	12/12/06
2.	Pre-Proposal Conference	01/11/07
3.	Deadline To Submit Questions	01/12/07
4.	Response to Written Questions/RFP Amendments	01/15/07
5.	Submission of Proposals	01/25/07
6.	Release of Demonstration Agenda	02/01/07
7.	Proposal Evaluation	01/26/07 through 02/09/07
8.	Oral Presentations and/or Product Demonstrations	02/19/07 through 02/23/07
9.	Selection of Finalists	02/28/07
10.	Site Visits	03/07/07
11.	Best and Final Offers (optional)	03/13/07
12.	Finalize Contract	03/20/07
13.	Contract Award	03/27/07

B. EXPLANATION OF EVENTS

The following paragraphs describe the anticipated activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by the County Purchasing Division.

Additional copies of the RFP can be obtained from RFP Depot's web site at www.rfpdepot.com.

2. Pre-Proposal Conference

A pre-proposal conference will be held on Jan. 11, 2007 beginning at 10:00 a.m. Pacific (Standard/Daylight) Time at the Procurement Dept., San Jose, California. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Officer (see Section I, Paragraph F). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. The firms attending this conference will be identified in the minutes which will be issued after the conference has concluded and before the proposal due date.

Attendance at the pre-proposal conference is recommended but is not a prerequisite for submission of a proposal.

3. Deadline To Submit Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until close of business of Jan. 12, 2007. All written questions must be addressed to the Procurement Officer (see Section I, Paragraph F).

Any additional information not included in this RFP which the County finds necessary and relevant to responding to this RFP will be posted as an addendum to the RFP.

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on Jan. 16, 2007 to all potential offerors whose organization has downloaded an RFP from RFP Depot.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Officer no later than seven (7) days after the answers and/or amendments were issued.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 P.M. PACIFIC (STANDARD/ DAYLIGHT) TIME ON Jan. 25, 2007. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph F. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to "RFP #602, Interactive Voice Recognition". Proposals submitted by facsimile will not be accepted.

There will be no public opening for this RFP. After award of a final contract, all proposals will be available for public review.

6. Release of Demonstration Agenda

To ensure that offerors have an equal opportunity for adequate preparation, the demonstration agenda will be distributed by the Procurement Officer to all offerors on Feb. 1, 2007. The demonstration agenda will identify the functions to be performed and the data to be used during the demonstration. This material will be the foundation for the evaluation of the demonstration phase of the procurement. The Evaluation Committee may, at its option, request that an offeror demonstrate any function, product, or system capability included in the offeror's proposal.

The proposers will be responsible for all expenses associated with the system demonstrations.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by County management. The evaluation process will take place between Jan. 26, 2007 and Feb. 9, 2007. During this time, the Procurement Officer may, at his or her option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying

aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Oral Presentations/Demonstrations by Finalists

Finalist offerors will be required to demonstrate their systems to the Evaluation Committee. The Procurement Officer will schedule the time for each offeror's presentation and demonstration between Feb. 19 and Feb. 23, 2007. All offeror demonstrations will be held in San Jose, California at a site(s) specified in the Finalist Notification Letter. Any special equipment configuration requirements or other offeror needs must be stated in the offeror's proposal. Each offeror will be given a maximum of three (3) hours for setup and each presentation and demonstration will be limited to four (4) hours in duration.

9. Selection of Finalists

The Evaluation Committee may select and notify the finalist offerors on Feb. 28, 2007. Only finalists will be invited to participate in the subsequent steps of the procurement.

10. Site Visits

Finalist offerors will be required to demonstrate their systems to the Evaluation Committee at a live site. Based on these visits, scores may be revised.

11. Best and Final Offers (Optional)

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by March 13, 2007. Based on these revised proposals, scores will be revised and final scores established.

12. Finalize Contract

The contract will be finalized with the most advantageous offeror by March 20, 2007. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

13. Contract Award

After review of the Evaluation Committee Report, the Purchasing Agent will award the contract. This contract shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the County's policies and procedures.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP will be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration of the proposed equipment and/or system will be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from the RFP must specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments only to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Proposers must execute a Designation of Subcontractors on the form furnished by the County as Exhibit I which is attached to this RFP.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Director of Procurement.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred and twenty (120) days after the due date for receipt of proposals or one hundred and twenty (120) days after receipt of a best and final offer if one is submitted.

8. No Obligation

This RFP does not obligate the County or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

9. Sufficient Appropriation

Any contract awarded as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending

written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

10. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Director of Procurement .

11. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of California. Venue for legal action will be the County of Santa Clara.

12. Basis for Proposal

Only information supplied by the County in writing or in this RFP should be used as the basis for the preparation of offeror proposals.

13. Contract Terms and Conditions

The contract between the County and a contractor will follow the format specified by the County and contain the terms and conditions set forth in Exhibit F, "Agreement Terms and Conditions." However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Exhibit F, that offeror must propose specific alternative language and indicate the reason for the objection. The County may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal. If an Offeror's proposal does not indicate an objection for a specific term or condition, that term or condition will be deemed accepted by Offeror and ineligible for negotiation.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

14. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the County.

15. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

16. Offeror Qualifications

The Evaluation committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as determined solely by the Evaluation Committee.

17. County's Reserved Rights

The County reserves the right to do the following at any time:

- Reject any proposal, without indicating any reason for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation.
- Request that proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted.
- Terminate this RFP and issue a new RFP.
- Procure any materials or services specified in this RFP by other means.
- Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals.
- Extend a deadline specified in this RFP, including deadlines for accepting proposals.
- Negotiate with any or none of the proposers.
- Modify in the final contract any terms described in this RFP.
- Terminate failed negotiations with a proposer without liability, and negotiate with other proposers.
- Disqualify any proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County.
- Reject a proposal that is in breach of, or in default under, any other agreement with the County.
- To accept all or a portion of an offeror's proposal
- To purchase software or services from approved price agreements.

18. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

19. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

20. Ownership of Proposals

All documents submitted in response to the RFP will become the property of the County.

21. No oral, telephone, facsimile or electronic proposals will be accepted.

22. Successful proposer shall provide the insurance certificate as required by the County in accordance with Exhibit H.

23. Late Responses

All proposals submitted in response to this RFP must be delivered in person or received via courier or mail no later than the RFP due date and time. Proposals received after the deadline will not be considered.

24. No Waiver

The County's failure to address errors or omissions in proposals shall not constitute a waiver of any requirement of this RFP by the County.

25. Grounds for Disqualification

Any false, incomplete or otherwise unresponsive statements, documents or information provided to the County in connection with a proposal may be cause for disqualification of the proposer if, in the County's judgment, it is material. The County's decision to disqualify a proposer shall be final.

26. California Public Records Act

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The County will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" except as specified in the paragraph that follows.

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the Public Records Act (PRA, California Government Code section 6250 and following). If proprietary information is contained in or attached to the written proposal, and proposer claim's that it falls within one or more PRA exemptions, the proposal must clearly mark that information "'proprietary" or "confidential ." In the event of a PRA request for such information, the County will ask proposer to provide a legal basis for exempting it under the PRA. If the proposer provides an adequate legal basis to keep the information confidential, the County will request the proposer agree in writing to defend and indemnify the County in any litigation that may result from denial of a PRA request. Unless proposer responds timely and agrees to do so, the County will disclose the information under the PRA.

27. Confidentiality

All data and information gathered by the proposer and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the proposer and its agents as confidential. The proposer and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by a proposer to the County is confidential until a contract is awarded, when such documents become public record under state and local law. The County discourages claims of confidentiality (except as provided herein during the evaluation process) or trade secret. However, if a proposer makes this claim, after a contract, if any, is executed, then the proposer (1) shall clearly label each document deemed a trade secret or confidential; (2) shall assist the County in defending a request for information which the proposer has determined not to release; and (3) shall indemnify and hold harmless the County from any loss, claim, or suit, including attorney's fees, brought by any person regarding the claim for

release of the documents. The County shall not be responsible for any damages or losses incurred by a proposer or any other person or entity because of the release of the documents.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide ten (10) identical copies of their proposal (Binder 1), four (4) copies of the cost proposal (Binder 2), and ten (10) copies of supporting technical documentation (Binder 3) to the location specified in Section I, Paragraph F on or before the closing date and time for receipt of proposals.

One set of the binders (Binder 1, Binder 2 and Binder 3) shall be marked "Original" on each cover and contain all of the required signatures from the proposer. The remaining x sets need not be signed.

Offerors shall also provide one copy of their entire proposal in CD-ROM format, prepared using Microsoft Office, Word and Excel.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Hard copies should utilize both sides of the paper where practical.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- a. Letter of Transmittal (Binder 1)
- b. Table of Contents (Binder 1)
- c. Executive Summary (Binder 1)
- d. Response to Section IV-B, Technical Specifications (Binder 1)
- e. Response to Section IV-C, Business Specifications (Binder 2)
- f. Completed Cost Response Form (Binder 2)
- g. Response to County Terms and Conditions (Binder 2)
- h. Offeror's Additional Terms and Conditions (Binder 2)
- i. Copy of Offeror's License and Maintenance Agreements (Binder 2)
- j. Other Supporting Material Including Technical System Documentation Training and Other Materials, Samples or Examples (Binder 3)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur only in Binder 2 with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

2. A Brief Description of Each Section of Your Proposal

Item a. Letter of Transmittal — Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. Be signed by the person authorized to contractually obligate the organization;
- g. Acknowledge receipt of any and all amendments to this RFP.

Item b. Table of Contents

Item c. Executive Summary

This section should be a one or two page summary intended to provide the Evaluation Committee with an overview of the significant technical and business features of the proposal. It should not contain any costing information.

Item d. Response to Section IV-B, Technical Specifications (Binder 1)

Offerors must complete Exhibit B, Technical Specifications Response Form, and include it here.
Offerors must complete Exhibit C, Additional I.S. Information, and include it here.
Offerors must complete Exhibit D, Systems Integration Questionnaire, and include it here.
Offerors must complete Exhibit J, Security Assessment Checklist, and include it here, if applicable.

Offerors must discuss the issues identified in Section IV-B 4 through 7.

Item e. Response to Section IV-C, Business Specifications (Binder 2)

Offerors must comply with instructions in Section IV-C 1 through 16 and include their responses here.

Item f. Completed Cost Response Form (Binder 2)

Offerors must complete Exhibit E, Proposal Cost Response Form, and include it here.

Item g. Your response to the County's terms and conditions

The contract between the County and a contractor will follow the format specified by the County and contain the terms and conditions set forth in Exhibit F, "Agreement Terms and Conditions." However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the County's terms and conditions, as contained Section G or in Exhibit F, that offeror must propose specific alternative language. The County may or may not

accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Offerors must discuss each of the issues identified in the subsection dealing with warranty.

Item h. Offeror's Additional Terms and Conditions (Binder 2)

Item i. Copy of Offeror's License and Maintenance Agreements (Binder 2)

Item j. Other Supporting Material Including Technical System Documentation, Training and Other Materials, Samples or Examples (Binder 3)

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

IV. SPECIFICATIONS

SCVHHS is interested in securing a scalable, supportable IVR which incorporates a robust CTI application that can interface with a number of different databases and applications including but not limited to the Siemens Invision Patient Management System, PPMSI, and GE's Enterprise Wide Scheduling (EWS) System. SCVHHS is also interested in the possibility of securing speech recognition, though it is not essential to the primary focus of this RFP - the IVR with CTI technology.

The successful proposer will be required to provide installation and both on-site and remote support and maintenance of the IVR System with CTI technology as described in the following chart in addition to supporting future growth and enhancements.

DESCRIPTION	TOTAL
Approximate number of anticipated Inbound ACD calls received at 751 S. Bascom Avenue, San Jose, Ca., 95128 (Building T-24)	~1,000,000 annually, and ~4000 daily
Anticipated number of inbound calls handled by IVR daily	~ 5,000 per day
Anticipated number of outbound calls to be launched by IVR	upwards of 3000 per day
Anticipated Users of ACD / IVR: Clerical Nurses Supervisors, Managers, etc.	>325 30 30

A. INFORMATION

1. County Resources

The following resources will be provided to contractor personnel for use on this contract:

- * office space
- * minimal clerical support
- * desk, telephone, computer workstation, printer
- * access will be available to copiers and fax machines

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all on-site work (if any) will be performed the following location:

751 S. Bascom Ave.
Building T24
San Jose 95128

3. Technical Resources

For the purpose of preparing proposals, offerors are to assume that the system will be installed and operated in the technical environment described in Exhibit A.

For the purpose of preparing proposals, offerors are to assume that the following technical personnel resources will be available for assistance throughout the system implementation:

- (i) The Call Center's I.S. Coordinator will be available as required.
- (ii) Facilities people will be available as required.

4. Timeframe

Phase I: The IVR will be installed, and tested.

Phase II: Interfaces will be constructed, installed, tested and CTI implemented.

5. Interfaces

For the purpose of preparing proposals, offerors are to assume that the system interfaces to the following will be required:

- Siemens Invision
- GE's EWS
- Access Express

6. Data Conversion

For the purpose of preparing proposals, offerors are to assume that data file conversion will not be required.

B. TECHNICAL SPECIFICATIONS

The County is seeking a vendor to provide a turnkey system – a system consisting of all equipment and software necessary to satisfy our functional and technical requirements and capable of providing the stated capacity and service levels. This section of the RFP identifies the technical requirements and the need for other types of information in your response to this RFP.

1. Explanation of Technical Specifications Response Form Exhibit B.

Technical Specifications Response Form, Exhibit B, is a form that offerors must complete. Your response will permit us to evaluate the functionality of your proposed system. Explanations of the columns and instructions regarding completing the form follow:

Response Codes—Place the appropriate letter designation in the “Availability” column according to the following codes and their description:

- A** – Specification is one that currently exists in the proposed software.
- B** – Specification is not in the proposed software but is a planned enhancement or will be added at no additional cost.
- C** – Specification is not part of the proposed software but will be added at additional cost included in the County's price. All such additional costs must be reported on an attachment to the cost response form.
- D** – Specification is not supportable in the proposed software.

Reference—Write the location (Binder/Section/Page Number) of the discussion of the specification in the offeror's proposal. Technical materials may be submitted as part of the proposal .

2. Other Technical Specifications

Additional I.S. Information, Exhibit C, is a form that Offerors must complete. This information will permit us to evaluate your ability to provide us with an excellent system.

3. Systems Integration Questionnaire

This form, Exhibit D, is a form that Offerors must complete. This information will permit us to assess your system's ability to interface with our existing and planned systems.

4. Compliance

Proposer must comply with federal regulations on privacy and confidentiality ("HIPAA regulations") regarding maintaining the privacy of County patients' and members' personal health information. The "HIPAA Business Associate Language" will be included in the contract (Refer to Exhibit K).

5. Installation

- (i) The successful vendor will provide detailed System configuration planning, programming and installation.
- (ii) The implementation must be pre-planned (in conjunction with SCVHHS staff) and conducted in a manner that the normal operations of SCVHHS are not negatively impacted.
- (iii) The successful vendor must provide all installation labor and Project Management. The successful vendor's Project Manager will meet with a designated SCVHHS Project Manager on a mutually agreed upon schedule to review project status and to identify and resolve any pending issues or problems.

6. Maintenance and Support:

- (i) Describe the processes needed to support the ongoing running and operation of the system. State the level of internal operational and staffing support needed to operate and maintain the proposed solution. Describe what processes can be done by SCVHHS IT staff and what needs to be performed by certified technicians.
- (ii) SCVHHS will require on-site and/ or remote engineering support on an as needed basis to troubleshoot and diagnose problems that SCVHHS internal resources are unable to resolve.
- (iii) SCVHHS will require that the successful vendor escalate issues to their designated IS or Administration personnel and receive support when necessary to resolve difficult problems.
- (iv) The successful vendor must provide on-call coverage 24-hours a day, seven (7) days a week including weekends and holidays.
- (v) The successful vendor's technician must either report on-site at SCVHHS within two (2) hours from time of notice from SCVHHS Manager; that is, on-site response time must be two (2) hours or remote access response must be provided within 30 minutes of notification.
- (vi) SCVHHS requires direct access to the successful vendor's Support Center for remote support and remote diagnostics, as well as for assistance related to technical and applications related questions.

(vii) SCVHHS requires that the successful vendor's Support Center will provide on site assistance to trouble-shoot and diagnose problems which SCVHHS Telecom Services or the Technician is unable to resolve with remote support.

(viii) SCVHHS requires that the successful vendor's staff, including but not limited to the Engineer will work cooperatively with the Systems vendors and other SCVHHS third party vendors.

(ix) Should your proposal contain Speech Recognition, SCVHHS has a preference for the speech recognition database to be developed and maintained by the successful vendor.

7. Equipment & Software

(i) Provide detailed hardware specifications, including but not limited to processor type and speed, RAM (in the basic system) and size of the hard-drive.

(ii) Define the operating system being used.

C. MANDATORY BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent year's independently audited financial statements, as well as those for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the offeror, the offeror must state the reason and, instead, submit sufficient information to enable the Evaluation Committee to determine the financial stability of the offeror.

2. Corporate Information

Offerors are required to provide the following information:

a. Proposer's complete name, business address, including headquarters and all local offices, and telephone numbers. The name, mailing address, email address and telephone number of person the County should contact regarding the proposal.

b. Indicate any offices or facilities located within the County of Santa Clara that substantially and directly enhances the firm's ability to perform the proposed contract.

c. A description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise, and any other information that will assist in formulating an opinion about the stability and financial strength of the organization. Also, state how long the organization has been in the business of providing the requested services.

d. The jurisdiction in which the proposer is organized and the date of such organization.

e. A complete disclosure if proposer has defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract, and if so, the identity of the parties involved and the circumstances of the default or the termination.

f. A list of any lawsuits filed against the proposer, its subsidiaries, parent, other

corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits.

3. Implementation Strategy:

Phased implementation strategy:

Although SCVHHS's preference is for a turn-key package that already integrates CTI (and possibly Speech Recognition) with the IVR, please provide detailed information on the implementation strategy and estimated timelines if you are proposing a phased approach. Use the guidelines below for a Phased Implementation Plan to provide the required information:

Phase I: IVR Implementation [or IVR with CTI]

Phase II: CTI Implementation [if not included in phase I]

Phase III: Speech recognition [should SCVHHS elect to include this, and if it has not been included with prior phase(s)]

Provide a narrative statement that defines the implementation methodology you intend to use to provide on-site installation and implementation of the proposed System.

4. Project Work Plan for Installation and Implementation

Define a project completion plan. Include the following details:

- i. Project role for the Proposer and SCVHHS, including skills provided and required;
- ii. Project phases and tasks to be performed by the Proposer and by SCVHHS; No task can exceed more than eighty hours in the work plan.
- iii. Deliverables from the project and who is responsible for the deliverable;
- iv. Project timeline and phases, include tasks and deliverables and Proposer's capacity to implement the project. The plan must include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones.
- v. Identify All Resources—The plan must clearly identify all offeror (including subcontractors) and County and district resources required to successfully complete the project. The offeror must provide job descriptions and the number of personnel to be assigned to the equipment installation, testing, and implementation of the project. Resumes of Proposer's project team.

5. Management Plan

Proposer will be responsible for supplying expertise and leadership for the professional project planning of all tasks required for the success of this project through a single project manager. The completion of these tasks shall be cooperatively managed by the proposer's project manager and the designated County Project Manager.

This project involves new technology for the County and the County is relying on the proposer's project manager for planning, implementation, support, communication and leadership to ensure success and timely identification of problems.

The County Project Manager and the proposer's project manager shall meet regularly; other members of the project team or County staff may be added to the list of required attendees as deemed appropriate.

The meetings will focus on discussing project progress, problem areas, next steps and future plans. Meeting minutes, meeting take-aways, item/issues discussed and outstanding issues will be documented and distributed after each meeting by the County Project Manager.

- i. Describe the management plan the Proposer intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description must include the organization of the project team, including accountability and lines of authority.
- ii. Describe how the relationship between SCVHHS and Proposer will be managed from an account and technical support perspective.
- iii. Describe what is required of SCVHHS to ensure the successful implementation of the system.
- iv. Elaborate on the steps that you would undertake to identify and resolve any issues or problems before, during or after the implementation.
- v. Detail the requirements related to required hardware and software (outside of what you are proposing) required for and during System implementation. These requirements must be defined in terms of specifications/ configurations and quantity.

6. License/Purchase Agreement

The acquisition of this turnkey system can be structured in different ways depending on the vendor's approach to contracting and licensing. We want to purchase the system and have license agreements for software support, and a contract for maintenance.

The contractor will grant the County an unlimited perpetual license to use the software. There will be no limitation of the number of workstations using the software within the County or by other related agencies or entities. Offerors must provide a statement of agreement with this requirement and include a copy of the terms and conditions of the licensing and purchase agreement(s) with their proposals.

7. Cost Specifications

Offerors must complete the cost response form found in Exhibit E and submit it with their proposals. The proposed costs must directly relate to the **Project Work Plan**.

The proposed cost must include:

- a. Systems costs or equipment prices and Software License fees or costs:
 1. Base System – software and equipment
 2. Customization required or proposed addressing specifications.
 3. Additional modules required or proposed addressing specifications.
 4. 3rd Party Software, if any, required for the operation of the system.
- b. Technical and User Documentation
- c. Installation/Conversion/integration costs
- d. Training including Training materials.
- e. Maintenance Costs, to include, per year.
 1. Existing Software
 2. Updates to supplemental files
 3. Revisions to documentation
 4. Utilities

- 5. New functionality
- f. Technical Support/Customer Service, per year.
- h. Other costs (describe).
- i. Unlimited phone technical support for the technical staff.

The costs for customization (and the timetable) shall be detailed on an attached sheet of paper by item and cost for each base system modification.

The consulting and other value added service hourly rates or costs shall be listed separately by type of service.

For projects involving phased implementation, the costs should be identified separately for each phase.

8. References

Offerors proposals must include three external client references from clients who received similar systems and services. The minimum information that must be provided for each reference is:

- a. Name of individual or company services where provided
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of systems and services provided and dates services were provided

At least **ONE** of the references must be a site where the base system has been installed and is in current operation. Offeror is encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating their proposals.

9. Corporate Experience

The offeror must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of major subcontractors in providing a system that meets the specifications in this RFP.

10. Key Personnel Experience

Offerors must provide resumes and experience narratives of key personnel who will be assigned to the project, if awarded. Key personnel include the project manager, lead technician(s) and lead trainer (s). They may be offeror employees or employees of subcontractors. The documented experience should specifically include a description of work in the implementation of similar projects; more specifically:

- a. Provide a complete list of names, resumes and references for all key personnel associated with the proposal. The list must include all key personnel who will provide maintenance and support services, project management, implementation services and technical support.
- b. For each person on the list, the following information must be included: relationship with the proposer, including job title and years of employment with the proposer; role to be played in connection with the proposal; address, vendor

certifications; relevant experience, other certificates or other relevant achievements.

c. Provide specifics on the number of certified local (stationed in greater Bay Area) technicians.

d. Describe your depth of experience installing and providing support on IVR Systems, particularly with CTI technology.

f. Discuss your business relationship with the manufacturers whose products are being sourced to fulfill the requirements of this RFP.

11. Maintenance Agreement

Offerors must include a copy of their maintenance agreement in their proposals.

12. Other Value Added Services or Options

Offerors are encouraged to thoroughly describe any other consulting or value-added services they feel may contribute to the success of the project. The response to this specification may include optional computer programs or other capabilities not included elsewhere in the offeror's proposal.

13. Oral Presentation and Demonstration

If selected as a finalist, offerors agree to present their proposals and demonstrate their proposed systems to the Evaluation Committee. In addition, offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee in the finalist notification letter at the session. The offerors proposed project manager is expected to conduct the session. A statement of concurrence is required.

Offerors must include in their proposals a list of all special equipment, communications facilities or other resources required for the demonstration of their proposed systems.

14. Contract Terms and Conditions

The contract between the County and a contractor will follow the format specified by the County and contain the terms and conditions set forth in Exhibit F, "Contract Terms and Conditions." However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the County's terms and conditions, as contained in Exhibit F, that offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

14. 1 Warranty,

The vendor will warrant that the equipment and software as proposed are complete, requiring no additional software or equipment to operate in the intended manner, to process the specified volume of transactions and to provide the specified levels of service and uptime.

In addition, we require the vendor to comply with the following:

1. Manufacturer warranties for equipment and software will pass through to SCVHHS at no additional cost to SCVHHS.
2. The system must be covered under warranty for a least one year from the date of system acceptance by SCVHHS.
3. The successful vendor will warrant, for the term of the resultant agreement that the furnished System will be free from defects and capable of performing in accordance with manufacturer's specifications and the requirements of this RFP.

The Offer must provide the following information in its proposal:

1. Describe in detail the warranties provided by you or the manufacturer, both hardware and software for the technology proposed.
2. Provide information on the coverage times, warranty period, covered services and replacement requirements, etc.

15. Non-Collusion Declaration

Offeror must submit an executed Non-Collusion Declaration found in Exhibit G.

16. Use of Subcontractors

Offeror must submit an executed Designation of Subcontractors form found in Exhibit I.

V. EVALUATION

A. FACTORS USED TO EVALUATE MINIMUM ACCEPTABLE REQUIREMENTS

The following factors will be evaluated to determine if a proposal satisfies our minimum requirements. Each factor will be assessed and given a score in the range of 1 through 10, where 10 represents excellence. Firms scoring less than 7 on one or more factors will be eliminated from further consideration.

Evaluation Factor to Establish Minimum Acceptable Requirements	Maximum Points
Project Work Plans	10
Training Plan	10
References	10
Corporate Experience	10
Key Personnel Experience	10

Project Work Plans: Points may be awarded based on the quality of offeror's project work plan, how well organized and detailed the plans are, how they address contingencies, the degree of the offeror's staff support, the efficiency of the plan, the use of contractor and County resources, and quality control.

Training Plan: Points will be awarded based upon an evaluation of the thoroughness and applicability of the response to the specifications including the thoroughness of the plans and the quality of the proposed materials and examples provided in the Offeror's proposal

References: Points for references will be awarded upon an evaluation of offeror's work for previous clients receiving similar services to those proposed by the offeror for this project.

Corporate Experience: Points may be awarded based on evaluation of the offeror's experience and success in providing and customizing a system that meets the specifications of this system.

Key Personnel Experience: Points may be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted. Documented work experience on similar systems will be evaluated more favorably than experience with non-related systems.

B. EVALUATION POINT SUMMARY

The following is a summary of the evaluation factors and the maximum points assigned to each. These weighed factors will be used in the evaluation of the offeror proposals.

Evaluation Factor	Maximum Points:
Functional Requirements	250
Total Cost	200
Ease of use and overall functionality	200
Desirable Technology Requirements	150
Risks related to development of functionality and interfaces	100

Value Added Services	50
Local Preference	50
TOTAL	1,000

C. EVALUATION FACTORS

A MAXIMUM OF 1,000 POINTS MAY BE AWARDED BASED UPON THE QUALITY AND THOROUGHNESS OF THE OFFEROR'S RESPONSE TO EACH EVALUATION FACTOR AS FOLLOWS.

Functional Requirements: Up to 250 points will be awarded based upon an evaluation of the thoroughness and applicability of the response to the specifications. In addition, mandatory functional requirements that are fully implemented in the base system will be accorded more weight than those scheduled to be implemented at a future date.

Total Cost: The evaluation of each offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Grand Total Cost}}{\text{This Offeror's Grand Total Cost}} \times 200 = \text{Points Award}$$

Alternative Cost Proposals based upon an Alternative Project Work Plan will not be included in the initial evaluation for the selection of finalist offerors.

Ease of use and overall functionality: Up to 200 points will be awarded based upon an evaluation of these factors based on the proposal, demonstration and site visits.

Desirable Technology Requirement: Up to 150 points will be awarded based upon an evaluation of the thoroughness and applicability of the response to the specifications. In addition, desirable technology requirements that are fully implemented in the base system will be accorded more weight than those scheduled to be implemented at a future date.

Risks related to development of functionality and interfaces: Up to 100 points will be awarded based upon an evaluation of these risks. Clearly, the least risk is the system with the least amount of customization required and the one for which the interfaces already exist.

Value Added Services or Options: Up to 50 points will be awarded based upon an evaluation of the applicability and merit of the response to the specification. For example, the availability of Speech Recognition at little or no additional cost is a value added benefit.

Local Preference: Proponents satisfying the requirements of local preference will receive 50 points.

In the procurement of independent contractors to perform services for the County, regardless of the dollar value of the proposed contract, when two or more competing contractors are equally qualified, local firms shall be given preference.

In the procurement of commodities and equipment for the County, regardless of the dollar value of the proposed contract, when two or more competing vendors offer commodities and equipment of equal value for an equal price, local firms shall be given preference.

In the procurement of independent contractors to perform services for the County, for contracts with a total dollar value greater than \$100,000, local firms shall be given a preference in the selection process as follows:

In a 100 point scoring system, 5 points shall be awarded if the services to be rendered will be performed by a local firm. In scoring systems of more or less than 100 points, local preference points shall be awarded in the same 5:100 ratio as provided in a 100 point scoring system.

In the procurement of commodities and equipment for the County, for contracts with a total dollar value greater than \$100,000, local firms shall be given preference in the selection process as follows:

In a 100 point scoring system, 5 points shall be awarded if the commodities or equipment will be provided by a local firm. In scoring systems of more or less than 100 points, local preference points shall be awarded in the same 5:100 ratio as provided in a 100 point scoring system.

For purposes of this policy:

- a. "Local Firms" are firms that currently have a main office, or branch office, or other facility, with meaningful production capability located within Santa Clara County.
- b. "Production capability" means manufacturing, service, or research and development capability that substantially and directly enhances the firm's ability to perform the proposed contract.
- c. "Services" shall be limited to those services provided through Service Contracts (Service agreements provided under contract by a firm, an individual or group so that the County may obtain professional or technical assistance which would not be handled by a County employee or group) and Human Services Contracts (Agreements for services which maintain or improve the social, economic, physical, or mental well-being of persons for whom the County bears such a responsibility).
- d. "Commodities and Equipment" contracts include all contracts for supplies, materials and equipment, excluding those contracts which involve a group purchasing relationship.
- e. "Equally Qualified" shall mean essentially equal in the judgment of those who are evaluating the proposals.
- f. "Of Equal Value" shall mean essentially equal in the judgment of those who are evaluating the proposals.

D. EVALUATION PROCESS

The County has adopted an 8-step evaluation process which is described below.

1. Compliance with mandatory requirements. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. Scoring of Proposals.

(a) To Evaluate Minimum Acceptable Requirements

Responsive proposals will be evaluated on the factors in Section V-A. Each factor has been assigned a maximum point value of 10. Each proposal must receive at least 7 out of the 10 points to be considered responsive. Proposals failing to receive at least 7 points will be eliminated from further consideration.

(b) To Determine a Score

Responsive proposals will be evaluated on the factors in Section V-B. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted.

3. Determining a short-list. The evaluation committee may eliminate from further consideration any proposal scoring less than 70% of the available points for any evaluation criterion or any proposal which it considers deficient and, therefore, non-responsive.

4. Oral Presentations and demonstrations. Finalist offerors may be invited to present their proposals and/or demonstrate their software. This information will be used to revise the point scores previous established.

5. Selection of finalists. The evaluation committee may eliminate from further consideration any proposal scoring less than 70% of the available points for any evaluation criterion or any proposal which it considers deficient and, therefore, non-responsive, or any proposal that it considers unable to provide an acceptable solution.

6. Site Visits. Finalist offerors may be required to arrange a visit for the Evaluation Team to a site where the base system has been installed and is currently operating. This information will be used to revise the point scores previous established.

7. Best and Final Offers. This evaluation process incorporates the use of Best and Final Offers (BAFO). We may conduct confidential discussions with each Proposer. We will then identify the deficiencies, shortcomings and concerns associated with each proposal. We will ensure that the Proposer understands our concerns. Proposers will then be given the opportunity to submit a revised proposal. Proposers can elect not to submit a revised proposal. In this case, its original proposal will be considered.

Finalist offerors may be asked to submit a Best and Final Offer. Those offerors who are asked and who choose to submit revised proposals will have their points recalculated accordingly.

8. Finalize Contract. The responsible offeror whose proposals is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent as specified in Section II, Paragraph B, Subparagraph 16.

Notes:

1. A serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. Failure of a proposal to receive 70% of the available points for each evaluation factor (except "Other Value Added Services" or "Local Preference") may result in the proposal being declared non-responsive and eliminated from further consideration.
2. The County may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.

EXHIBIT A

SANTA CLARA VALLEY HEALTH AND HOSPITAL SYSTEM

Information Services – Technical Services

Technical Standards – Intel Platform

SERVER

Operating system	Windows Server 2003/Windows Active Directory
Hardware	Intel Dual Core 3.0 Ghz – 2MB cache, fiber/Gbe NIC (redundant), SAN integration via Emulex 1000-L2 HBAs, dual processor, 2GB RAM per processor minimum, redundant power supplies. Blade technology preferred
Backup	Veritas NetBackup 4.x and/or Tivoli Storage Manager (enterprise backup)
Server redundancy/cluster	Depends on application
Disk array	Raid 1(Blade),Standalone: RAID 1 (OS) RAID 5 (Data)

DESKTOP HARDWARE

Mid-level PC with 17" monitor	HP DC7100 Convertible Minitower For most current spec see Valley Pages – Forms – Information Services – HHS Special Specifications
Small footprint PC with flat 17" LCD panel monitor (where space requires small footprint)	HP Ultra-slim Desktop For most current spec see Valley Pages – Forms – Information Services – HHS Special Specifications
Monitor settings	1024 x 768/ high color

DESKTOP SOFTWARE

Operating System	Windows XP with Service Pack 2
Office applications	Microsoft Office 2003 Professional, sp2
Email	Microsoft Outlook 2000
Terminal emulation	NetManage Rumba 2000 v.6
PDF reader	Adobe Acrobat Reader 7.0
Desktop database	Microsoft Access 2003
Internet browser	Microsoft Internet Explorer 6.0
Antivirus	Symantec AntiVirus Corporate Edition Version 10.x
Java	Java Version 1.4.x

PRINTERS

<u>Laser</u>	HP LaserJet – Group - Mid-range printer is 4250tn HP Laserjet – MFP is HP 4345tn HP Laserjet – standalone is HP1320n
Impact	Not supported
Label	Zebra with network connectivity
Network interface	HP- Internal Jet Direct

COMMUNICATION

Protocol	TCP/IP
Topology	<u>Ethernet</u>
Routers/ switches	Cisco
Bandwidth – network	Gigabit (sx/lx)

Bandwidth – to the desktop	10/100 MB/ second
Backbone	Fiber optic
Cable to the desktop	Category 5e UTP with RJ45 connections

REMOTE AUTHENTICATION/SUPPORT

CRYPTOcard via Cisco VPN

Technical Standards – Proprietary Platform (Midrange)

SERVER

Operating system	AIX , OS400, Sun Solaris
Hardware	64bit processor, connectivity to SAN a must, dual NIC, redundant power supply. Manufacturer configuration approval required.
Backup	Internal for OS, integration into enterprise backup required. SCVHHS uses Veritas Netbackup 4.x and Tivoli Storage Manager.
Server redundancy	Depends on application
Disk array	RAID 1 for server OS, RAID 5 for SAN allocation

DESKTOP HARDWARE/SOFTWARE:

See Technical Standards Intel document.

COMMUNICATION

Protocol	TCP/IP
Topology	Ethernet
Routers/ switches	Cisco
Bandwidth – network	Gigabit (sx/lx)
Bandwidth – to the desktop	10/100 MB/ second
Backbone	Fiber optic
Cable to the desktop	Category 5e UTP with RJ45 connections

REMOTE AUTHENTICATION/SUPPORT

CRYPTOcard via Cisco VPN

UPS

Must specify requirements from manufacturer. Computer room has UPS.	
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EXHIBIT B
TECHNICAL SPECIFICATIONS RESPONSE FORM

VENDOR NAME: _____

Response Codes—Place the appropriate letter designation in the “Availability” column according to the following codes and their description:

- A** – Specification is one that currently exists in the proposed software in the current production version.
- B** – Specification is not in the proposed software but is a planned enhancement or will be added at no additional cost.
- C** – Specification is not part of the proposed software but will be added at additional cost included in the County’s price. All such additional costs must be reported on an attachment to the cost response form.
- D** – Specification is not supportable in the proposed software.

Reference—Write the location (Binder/Section/Page Number) of the discussion of the specification in the offeror’s proposal. Technical materials may be submitted as part of the proposal .

ID	DESCRIPTION	(M)andatory, (HD) Highly Desirable, (U)seful	AVAILABILITY	Comments or Page and Binder Number in your proposal where additional information can be found. (Include delivery date if Availability is “B” or “C”.)
1	TELECOMMUNICATIONS LINK:			
2	System interfaces (transfer calls and data) to the Aspect ACD v9 system. Please describe the software and hardware required to interface the systems together in the details column.	M		
3	System interoperates with both the Aspect switch and other vendor’s switches. Please list other switches in the details column.	M		
4	Software provides inbound automatic number identification (ANI) capability.	M		
5	Does the product support existing Public Switched Telephone Network (PSTN) features such as Automatic Number Identification (ANI), Station ID (SID) Direct Inward Dial (DID), Calling Line Identifier (CLID) and Dialed Number Information Service	HD		

ID	DESCRIPTION	(M)andatory, (HD) Highly Desirable, (U)seful	AVAILABILITY	Comments or Page and Binder Number in your proposal where additional information can be found. (Include delivery date if Availability is “B” or “C”.)
	(DNIS)?			
6	INTERACTIVE VOICE RESPONSE (IVR)			
7	Does the system simultaneously support 120+ incoming lines to the same application on one server or by linking servers to support one application? Please indicate the service requirement per port in the details column.	HD		
8	Does the system support multiple, simultaneous host sessions?	HD		
9	System provides an IVR-CTI system that has the ability to support multiple applications on the same IVR-CTI system.	M		
10	Does the system allow for expansion of ports? What are the requirements for expansion?	HD		
11	MULTIPLE database connections possible during a single call.	M		
12	Are SIMULTANEOUS multiple database connection possible at the same time during a single call?	HD		
13	Full functions supported by the proposed software: A. QUERY B. INSERT C. UPDATE D. DELETE	M		
14	Are multiple languages supported by the system? (Specifically Spanish, Vietnamese and English.) Please list all languages supported under the details column?	HD		
15	Does the system offer text to speech function (e.g. names, numbers, dates, time) in: - Spanish - Vietnamese - English - Other (Please indicate in the details column)	HD		

ID	DESCRIPTION	(M)andatory, (HD) Highly Desirable, (U)seful	AVAILABILITY	Comments or Page and Binder Number in your proposal where additional information can be found. (Include delivery date if Availability is “B” or “C”.)
16	Can the system distinguish between a live voice, an answering machine and a pager?	HD		
17	Does the system support a maximum number of prompts? Please indicate maximum in the details column.	HD		
18	Does the proposed system allow changes to be entered and used while the IVR system is active, (i.e., will a change effect the next call that uses the changed script/program logic)?	HD		
19	Proposed system offers FTP uploading of data.	M		
20	CALL ROUTING			
21	Does the system have drag and drop language for writing programs and routing commands?	HD		
22	Does the system have a maximum number of concurrent calls that it can handle?	HD		
23	Can the system handle 120 outbound calls simultaneously?	HD		
24	Does the system play prompts and announcements?	HD		
25	Does the System play static or rotational audio files?	HD		
26	Does the system support disconnecting calls? Explain:	HD		
27	Does the system support monitoring/redirecting calls in English, Spanish and Vietnamese?	HD		
28	Can the system transfer calls?	HD		
29	System allows the host computer to reschedule outbound calls automatically.	M		
30	Can the system route/transfer calls including use the use of PBX features such as transfer and conference to 5 digit, 8 digit and 11 digit numbers as specified by the customer?	HD		
31	Does the system recognize DID digits on incoming facilities and route calls based on the DID number dialed?	HD		

ID	DESCRIPTION	(M)andatory, (HD) Highly Desirable, (U)seful	AVAILABILITY	Comments or Page and Binder Number in your proposal where additional information can be found. (Include delivery date if Availability is “B” or “C”.)
32	Can the system zero out to a predetermined destination as specified by the customer?	HD		
33	Can the system zero out to another location or number by application and not be limited to one zero out option by the system or server?	HD		
34	Can the system pass on Caller ID information?	HD		
35	Does the system support Screen POP in a Windows environment with capability for transfer between agents and provide call-data synchronization?	HD		
36	Does the system support an automatic call back upon request as a result of an outbound call launched to a patient?	HD		
37	SCRIPTING CAPABILITIES			
38	Does the system supports multi-layered scripts in multiple languages?	HD		
39	Does the system support remote script/announcement maintenance?	HD		
40	Does the system allow staff to record and edit scripted announcements as needed both on site and remotely	HD		
41	Does the system allow automatic back up of all data?	HD		
42	Does the system have limits in terms of total recording time and individual message length? Please provide limits in the Detail column.	HD		
43	What is the programming language used to create and script voice applications? Please answer in the details column.			
44	What types of sound files does the system use and what formats are uploaded? Please answer in the details column.			
45	FAXING			
46	Does the system provide fax server functionality to enable incoming callers to either fax or ask for a fax-	HD		

ID	DESCRIPTION	(M)andatory, (HD) Highly Desirable, (U)seful	AVAILABILITY	Comments or Page and Binder Number in your proposal where additional information can be found. (Include delivery date if Availability is “B” or “C”.)
	back?			
47	System allows out-faxing to fax machine.	M		
48	Can the system send, receive and store faxes?	HD		
49	Can the system capture and send individualized (caller specific) faxes?	HD		
50	DEVELOPMENT			
51	System allows for easy application development in- house.	M		
52	Does the system provide data warehousing and data mining capabilities?	HD		
53	Does the system support drag and drop language?	HD		
54	Can the customer make screen and/or pathway modifications to the system?	HD		
55	IVR is capable of connecting to remote databases to perform real-time queries based on key data. Please provide details?	M		
56	Is the IVR capable of performing updates to remote databases? Please provide details?	M		
57	REPORTING			
58	System provides data reporting. Please list the standard reports provided by the system in the details column.	M		
59	Does the system have the ability to export reports? Please indicate the file types available for exporting in the details column.	HD		
60	Is a report generator tool provided with the system for custom and standard reporting? If yes, identify the tool in the details column.	HD		
61	Can reports be run from any workstation, providing all security issues are compiled with?	HD		
62	Can the system print reports on any network printer?	HD		
63	Does the system provide the ability to schedule	HD		

ID	DESCRIPTION	(M)andatory, (HD) Highly Desirable, (U)seful	AVAILABILITY	Comments or Page and Binder Number in your proposal where additional information can be found. (Include delivery date if Availability is “B” or “C”.)
	reports for generation at a specific time in the future?			
64	System provides call statistics and call management reporting?	M		
65	Is statistical reporting available of all host computer database activities? Specify in the details column.	HD		
66	Is statistical reporting available of all local database activities? Including: • Number of successful and unsuccessful attempts to access the database. • Number of successful and unsuccessful attempts to locate specific records within the database • Length of time that database records are used by application • Number of times information in fields were changed by an application	HD		
67	Does the system provide system activity and error log reports?	HD		
68	Can the system provide complete trace reports of all actions taken by a caller?	HD		
69	Can the system provide detailed reporting on how many selections were made of each specific recording (for example, how many patients listened to the recordings about bus routes as opposed to how many listened to the recording about SARS, etc.) Does the call statistics reporting include: A. number of calls received by application B. the number of times menu choices are made by applications C. the number of look ups made per application and/or database.	HD		

ID	DESCRIPTION	(M)andatory, (HD) Highly Desirable, (U)seful	AVAILABILITY	Comments or Page and Binder Number in your proposal where additional information can be found. (Include delivery date if Availability is “B” or “C”.)
70	System has the ability to track and report on outbound IVR calls launched. Elaborate your response.	M		
71	Does the system provide file transfer (FTP) and downloading capabilities?	HD		
72	SECURITY			
73	Is a multilevel password based security scheme provided by the proposed system?	HD		
74	Does the proposed system automatically keep a system access log?	HD		
75	System follows State mandated compliance and regulatory directives (e.g. HIPAA).	M		
76	Is a log of failed password and other access attempts kept by the system?	HD		
77	Does the system provide notification of security breach attempts (real time, on screen log, call out etc?)	HD		
78	COMPUTER TELEPHONY INTEGRATION (CTI)			
79	System includes a CTI solution as part of its standard package. Please provide additional information about your solution under the Details column.	M		
80	Does the CTI application have a limit to the size of the data string it captures? Please specify limits in the detail column.	HD		
81	CTI application is able to capture strings of patient demographic information and retain it for successful interaction with scheduling systems. Please list the scheduling system in the details column	M		
82	Is your CTI application a third party product? If yes, please explain in the details column.			
83	Does your system integrate with different third party CTI applications? If yes, please provide details and an explanation (as applicable) in the details column.	HD		

ID	DESCRIPTION	(M)andatory, (HD) Highly Desirable, (U)seful	AVAILABILITY	Comments or Page and Binder Number in your proposal where additional information can be found. (Include delivery date if Availability is “B” or “C”.)
84	Do you have clients who use your system with a different third part CTI application?			
85	SPEECH RECOGNITION			
86	Does the system provide speech recognition? If yes, please describe?	HD		
87	Does the system support speaker verification (security related speech recognition that allows/disallows access based on speech pattern)?	HD		
88	Can the system accept voice prompts? Including: • Telephone handset • Audio tape • Microphone	HD		
89	Describe how the speech recognition database would be developed and maintained if required by the County.			
90	INTERFACES			
91	Does the system provide an API to the IVR feature set for interworking with other infrastructure components?	HD		
92	Does the IVR provide an access method for external components to drive the operation or use features of the IVR Platform via the API or other mechanisms?	HD		

EXHIBIT C
ADDITIONAL I.S. INFORMATION

Item	Description	(M)andatory (HD) Highly Desirable, (U)seful	Availability	Comments or Page and Binder Number in your proposal where additional information can be found.
1.	DOCUMENTATION			
2.	Online technical and support documentation is available.	M		
3.	Hardcopy technical and support documentation is available.	M		
4.	How is technical and support documentation updated and distributed?			
5.	Is documentation provided with software changes? Please describe.	HD		
6.	Are step-by-step instructions provided to facilitate system implementation?	HD		
7.	Provide a detailed outline of all design, implementation, operational and training documentation that will be delivered to SCVHHS.			
8.	SUPPORT/MAINTENANCE			
9.	Costs for maintenance and ongoing support are identified in Exhibit E.	M		
10.	Is live support offered 24x7?	HD		
11.	What is the system standard problem escalation procedure?			
12.	What is the support response timeframes (2 hours/4 hours/24 hours/business day)?			
13.	System has on-line support service? Describe the level of service available?	M		
14.	What is the cost for ongoing support?			
15.	Is onsite support available 24x7?	HD		
16.	If yes to above, what is the cost (fixed fee/time			

Item	Description	(M)andatory (HD) Highly Desirable, (U)seful	Availability	Comments or Page and Binder Number in your proposal where additional information can be found.
	and materials)?			
17.	What media is used for distributing updates? (e.g. CD, Diskettes, Dial-up, etc.)?			
18.	What is the schedule for new releases?			
19.	What is the maximum number of software versions/release supported?			
20.	Are customers required to apply enhancements?			
21.	Are system utilities or batch jobs required?			
22.	Identify scheduled maintenance downtime requirements?			
23.	Does the system have to be rebooted nightly, weekly monthly? If so, why?			
24.	What is the system upgrade path?			
25.	IMPLEMENTATION			
26.	Do you offer a fixed-fee implementation?			
27.	How long is the implementation path?			
28.	SOFTWARE/DATABASE			
29.	What is the maximum number of concurrent ports in use recommended?			
30.	Please indicate which of the third party backend database listed below are supported by the proposed software:			
31.	• Access (Microsoft):			
32.	• DB2 (IBM):			
33.	• Filemaker:			
34.	• mySQL:			
35.	• Oracle Database:			
36.	• SQL Server (Microsoft):			
37.	• Sybase Adaptive Server:			
38.	• Other:			

Item	Description	(M)andatory (HD) Highly Desirable, (U)seful	Availability	Comments or Page and Binder Number in your proposal where additional information can be found.
39.	If "OTHER" is indicated in the previous question, please list that product(s).			
40.	Is a CLIENT database management system supplied with the proposed software? Or/And Does the system have an internal DB? What type?			
41.	Is the proposed software COM compliant?			
42.	Is the proposed software ODBC compliant?			
43.	What is the maximum number of database records that can be stored locally?			
44.	Can the system protect a database record while it is being accessed by one application, so that multiple applications will not attempt to change the record at the same time?			
45.	SECURITY			
46.	Describe the following: • System security • Network security • Application security • User security (e.g., user id, password) • How staff are added to the application			
47.	BACKUP/RECOVERY			
48.	If hardware is required in the proposed system, please indicate which of the following measures or devices are provided by the proposed system:			
49.	• RAID 5 Disk support:			
50.	• Mirrored disk support:			
51.	• Hot backup system support:			
52.	• Warm backup system support:			
53.	• UPS monitoring:			

Item	Description	(M)andatory (HD) Highly Desirable, (U)seful	Availability	Comments or Page and Binder Number in your proposal where additional information can be found.
54.	• Redundant power supply:			
55.	• Transaction rollback function:			
56.	Does the system provide automatic re-programming feature after failure due to software, hardware or absence of power?			
57.	What utilities are required for backing up data?			
58.	Does the system have backup capability or does it rely on network backups?			
59.	How are system backups performed?			
60.	Define the requirements for zero downtime and disaster recovery?			
61.	What is the process and options for disaster recovery?			
62.	Does the system provide alarm notification of system failure, major and minor hardware and software problems, log reports and history information?			
63.	Does the system back-up and recovery include the IVR equipment and the CTI server?			
64.	REPORTS			
65.	What is the cost for custom reports?			
66.	When users run reports, will they experience system degradation?			
67.	VENDOR & STAFF CERTIFICATION			
68.	Will at least one member of the implementation team managing the proposed project on a daily basis be a Microsoft Certified Systems Engineer (MCSE)?			
69.	Has your firm been certified at a specific Capabilities Maturity Model level			
70.	Please indicate the SEI CMM Level your firm is currently certified at:			

Item	Description	(M)andatory (HD) Highly Desirable, (U)seful	Availability	Comments or Page and Binder Number in your proposal where additional information can be found.
	- No Certification - CMM Level 0 – No QC standardization - CMM Level 1 – Informal QC standards - CMM Level 2 – QC Planned and monitored - CMM Level 3 – Well defined QC - CMM Level 4 – Quantitatively controlled QC - CMM Level 5 – Continuously improving QC			
71.	Is your firm currently certified at SEI People Capability Maturity Model (PCMM) Level 2?			
72.	NETWORKS/HARDWARE			
73.	Please indicated which of the protocols (methodologies) listed below are supported by the proposed software for operation over a Wide Area Network (WAN):			
74.	• Leased Lines:			
75.	• T1:			
76.	• T3:			
77.	• X.25 (Cisco):			
78.	• Frame Relay:			
79.	• SONET/SDH:			
80.	• MPLS:			
81.	• ATM:			
82.	• ISDN:			
83.	• WDM:			
84.	• SMDS:			
85.	• SDLC (Cisco):			
86.	• DSL:			
87.	• Bisync:			
88.	• Cable Modem:			
89.	• Other:			
90.	If "OTHER" is indicated in the previous			

Item	Description	(M)andatory (HD) Highly Desirable, (U)seful	Availability	Comments or Page and Binder Number in your proposal where additional information can be found.
	question, please list that information.			
91.	Is a dedicated server required? If a dedicated server is required please describe the server required and it's benefits:			
92.	Is there any limit on the size of a single library?			
93.	Can the servers be rack mounted?			
94.	What are your temperature humidity and electrical requirements?			
95.	Detail the space requirements for standard system components?			
96.	Can the system be run as a standalone?			
97.	Can the system run on a network?			
98.	Is there a bandwidth recommendation (e.g., 6GB per second – network, 10/100 MB per second to desktop?			
99.	Is there a system and/or network performance response time guarantee? Please provide details.			
100.	Are “thin-clients” fully supported by the proposed software?			
101.	STANDARDS			
102.	Please indicate which of the following standards are adhered to by the planned system?			
103.	• CCITT:			
104.	• G3/G4:			
105.	Is the Fiber Distributed Data Interface (FDDI) standard for networking supported?			
106.	Does the system fully support TWAIN-compliant hardware peripherals?			
107.	Is the Integrated Services Digital Network (ISDN) standard supported for all			

Item	Description	(M)andatory (HD) Highly Desirable, (U)seful	Availability	Comments or Page and Binder Number in your proposal where additional information can be found.
	communications related functions?			
108	Is the ODMA (Open Document Management API) standard supported by the proposed system?			
109	Does this vendor/product support the DMA standards?			
110	Is the proposed software compliant with LDAP (Lightweight Directory Access Protocol)?			
111	Is the proposed software CORBA compliant?			
112	Is the proposed software COM compliant?			
113	Is the proposed software ODBC compliant?			
114	SCALABILITY			
115	How scalable is the proposed software regarding the number of users?			
116	How many users per application server are supported by the proposed software?			
117	TRAINING			
118	What training is available/provided for the end user?			
119	How is training provided? (Onsite, offsite, both)			
120	Is "train the trainer" and "system administration" done onsite?			
121	Is opportunity available for hands-on training experience as opposed to lecture only?			
122	Provide the following information on available training courses: - Agenda, course description and length - Eligible attendees/prerequisites - Class location - Cost - Method of training			

Item	Description	(M)andatory (HD) Highly Desirable, (U)seful	Availability	Comments or Page and Binder Number in your proposal where additional information can be found.
	• Scope of training • A list of training materials and samples • a detailed training plan covering all training requirements			
123	Do you provide initial and on-going training in Bay Area? Elaborate on the options that are typically available. Describe the scheduling process?			
124	REMOTE ACCESS			
125	Does the system provide remote access capability?			
126	Does the remote access capabilities include: • Modem • CryptoCard • Other (indicate in the details column)			
127	Does the system support remote access via VPN?			
128	Is remote support available? If yes, describe how your support engineers access the system remotely to troubleshoot and repair problems?			
129	OTHER			
130	Is e-mail integration supported: • Which e-mail products are integrated supported? • What is the cost? • Can the system e-mail reports to a predetermined user(s)? • Can the system trigger e-mails to a pre-determined address?			
131	Does the system support web integration? Please provide details including cost?			
132	Is the solution VoIP compliant?			

EXHIBIT D - SYSTEM INTEGRATION QUESTIONNAIRE
VALLEY CONNECTIONS DEPARTMENT

PROPOSER NAME: _____

ID	QUESTION	ANSWER
1	List the type of interfaces offered and classify them based on the choices below: a. Push model (vendor receives unsolicited messages, e.g. ADT) b. Pull model (vendor sends unsolicited messages, e.g. Charges) c. Query/Response model (query is sent from vendor and response is sent back)	
2	Is the HL7 standard supported?	
3	If the HL7 standard is supported what events are accepted?	
4	Does your system interface to Siemens Invision Patient Management System: - To validate (e.g. compare incoming home phone number to Siemens database and validate against last 4 digits of social security number keyed) the caller - To retrieve patient demographics data (e.g. Medical record number, PCP, NP/PA, Home phone number, Age, Gender, Insurance code, GYN provider)?	
5	Does your system interface PPMSI Access Express for Utilization management, Referral Management and Authorization Management.	

EXHIBIT D - SYSTEM INTEGRATION QUESTIONNAIRE**VALLEY CONNECTIONS DEPARTMENT****PROPOSER NAME:** _____

6	Valley Connections requires the Interactive Voice Response (IVR) System with computer telephony integration, provide our patients with real-time 24/7 self-service appointment scheduling functionality via the telephone by integrating the system to our centralized Patient Scheduling System. Does your system interface to GE/Flowcast 3.0, Enterprise Wide Scheduling Module: a. Collect patient identifier (e.g. home phone number, medical record number) b. Verification and cross reference of patient identifier to EWS. c. Allow patient initiated real-time appointment handling: • Scheduling Primacy Care Provider (PCP) or Nurse Practitioner/Physician Assistant appointments • Cancellations • Change appointments • Confirmations d. Rules based responses (e.g. (1) If patient does not have PCP and states that they are "sick or injured", they will have an opportunity to schedule an available urgent care appointment within the next 2 days (2) If the patient is under 18 opt out to a agent)	
7	Is the OPENLink Interface Engine used? If no, what Interface Engine is used and/or support?	
8	Can data be sent/received real-time, batch, file?	

EXHIBIT D - SYSTEM INTEGRATION QUESTIONNAIRE
VALLEY CONNECTIONS DEPARTMENT

PROPOSER NAME: _____

9 What is the format or standard type of data transmitted on each connection type?

Interface Provided (ADT, Charge, scheduling etc.)	Format (HL7, Fixed, ASCII, etc.)	Version / Variant	Connectivity Type (TCP/IP, SNA, etc.)	Freq (Real Time, Batch)	# of connections

Comments:

10 Please provide any additional information:

EXHIBIT E
PROPOSAL COST RESPONSE FORM

Offeror's Organization Name: _____

	YEARS				
Fixed Cost Summary -- fill in dollar amounts accordingly.	1	2	3	4	5
a. Purchase of turnkey system: equipment plus Software License fees or costs:					
1. Base System: _____					
2. Customization * _____					
3. Additional Modules _____					
3. 3rd Party Software, if any: _____					
b. Technical and User Documentation: _____					
c. Installation/Conversion/Integration costs: _____					
d. Training (and Training Materials): _____					
e. Maintenance Costs, to include, per year: _____					
1. Existing Software					
2. Updates to supplemental files					
3. Revisions to documentation					
4. Utilities					
5. New functionality					
f. Technical Support/Customer Service, per year: _____					
h. Other costs (describe):					

i. Unlimited phone technical support _____					
Grand Total Cost: _____					

* The costs for customization shall be detailed on an attached sheet of paper by item and cost for each base system modification.

The hourly rates for consulting services and other value-added products or services are to be listed by category on an attached sheet of paper.

EXHIBIT F
AGREEMENT TERMS AND CONDITIONS



COUNTY OF SANTA CLARA, CALIFORNIA

CONTRACT TERMS AND CONDITIONS
CONTRACT NO. _____

THIS AGREEMENT is made and entered into by and between the _____ of California, hereinafter referred to as the "COUNTY" and _____, hereinafter referred to as the "CONTRACTOR".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **DEFINITIONS:**

- 1.1 "Acceptance" – means approval, after a test period, of software, communications, card products, systems production facility, or any other component of this project, by the COUNTY.
- 1.2 "Agreement Administrator" – means the individual assigned by the COUNTY to administer the Agreement.
- 1.3 "Application Development Services" – refers to the CONTRACTOR-provided services for the design, development, modification, installation, data migration, and testing of software or custom application software.
- 1.4 "Contract" – means an agreement for the procurement of items of tangible personal property or services. "Contract" and "Agreement" are used interchangeably, and both refer to this Agreement.
- 1.5 "Custom Application Software" – refers to computer programs that have been specifically designed or developed by the CONTRACTOR only for the COUNTY for the purposes of delivering the completed integrated system as defined in the Final Project Plan.
- 1.6 "Determination" – means the written decision of the COUNTY or the written agreement of the parties that becomes an amendment to this Agreement in accordance with paragraph 19.
- 1.7 "Final Project Plan" – refers to a mutually agreed upon and maintained document that identifies hardware and software requirements and delineates project deliverables, installation schedules, and responsibilities of both parties. The final project plan delineates specific dates and occurrences of milestones and tasks such as software installation, and other services. At

- minimum, the project plan must include an Implementation Schedule that includes tasks to be performed and the time frame for completion of each task.
- 1.8 “Interface” – means the transmission of data that will allow for efficient and logical interaction with other applicable systems.
 - 1.9 “Integrate” means components of the system shall function efficiently and logically with all applicable existing systems.
 - 1.10 “Licensed Software” – is the computer software in all representations, along with documentation and manuals that are owned by the licensor.
 - 1.11 “Licensee” – is the COUNTY in this Agreement.
 - 1.12 “Maintenance” – means both preventive and remedial maintenance.
 - 1.13 “Products” – refers to software, Custom Application Software, or services purchased by the COUNTY or provided by the CONTRACTOR.
 - 1.14 “Project Manager” – means the COUNTY-identified employee or consultant who reports to the COUNTY regarding the services and products contracted in this Agreement.
 - 1.15 “Services” – refers to support services, educational services, services to customize software, Custom Application Software development services, application design and analysis, or other professional services to be performed within the scope of the Contract.
 - 1.16 “Software” – applies to programs, procedures, rules, and any associated documentation pertaining to the operation of a system or applications system.
 - 1.17 “Task” – means a specific piece of work or activity.
 - 1.18 “Technical Support” – means CONTRACTOR-supplied on-site software, and Custom Application Software maintenance, trouble shooting and correction, telephone support, and other software, and Custom Application software support services.
 - 1.19 “Turnkey System” – means a complete system implementation as presented in the Final Project plan that may include, but is not limited to, professional services, software, Custom Application Software development, installation, maintenance, training, and other related services required by the COUNTY in developing the proposed system.

2. **DETAILED SCOPE OF WORK:** (This section will be modified to reflect the software and services being provided.) The COUNTY wishes to acquire a turnkey system that will meet the needs of the COUNTY for at least 5 years after final acceptance. The CONTRACTOR shall provide software products, equipment and services as described below:

2.1 The CONTRACTOR agrees to provide software, which:

- 2.1.1 Will operate in the County’s computer environment defined in Exhibit A.
- 2.1.2 Will meet or exceed the functional and operating requirements identified in the attached proposal.

- 2.1.3 Will conform to the IS security and configuration standards as defined in Exhibits B, C, D and J of its proposal.
 - 2.1.4
 - 2.1.5
 - 2.1.6
 - 2.1.7
 - 2.1.8
 - 2.1.9
 - 2.1.10 Will allow designated COUNTY users (System Administrator) to maintain all aspects of the system from a user perspective including adding and modifying plan parameters, maintaining and modifying all parameters, variables, and coefficients.
- 2.2 Installation of the software:
- 2.2.1 Delivery -- Failure of the CONTRACTOR to deliver undamaged and complete software and complete documentation within _____ months following execution of this Agreement is grounds for cancellation of the Agreement. The COUNTY may delay the installation date to accommodate work requirements upon mutual written agreement between the parties.
 - 2.2.2 The CONTRACTOR must install the software, test it, and supply new software at CONTRACTOR's expense if, during installation, it is determined that the software is defective and cannot be installed.
 - 2.2.3 The CONTRACTOR shall provide configuration and data conversion services or assistance to the COUNTY to enable complete conversion of existing applications and data by _____ (date). The COUNTY may delay the final conversion date to accommodate work requirements.
- 2.3 Acceptance: The COUNTY reserves the right to perform post-delivery and post-training acceptance testing for a period beginning at the end of each phase of system installation and implementation at the COUNTY site, and lasting for a maximum of six (6) months. The COUNTY also reserves the right to have an independent contractor audit the system to obtain reasonable assurance pertaining to the functions, auditability, and related controls of the system. At any time before the end of this six (6) month period, if the COUNTY, in its sole discretion, determines that the system has failed to meet the specification or requirements of this Agreement, or that features or functions said to be present in the CONTRACTOR's proposal are absent or do not function properly, COUNTY may execute any or all of the following:
- 2.3.1 Have the CONTRACTOR modify the installed software to eliminate the deficiency to COUNTY's satisfaction.
 - 2.3.2 Have the CONTRACTOR re-install a new copy of the software product(s).

- 2.3.3 Extend the acceptance testing period for a period of _____ days to allow time for CONTRACTOR to remedy the problems.
- 2.3.4 Remove the application software, cancel this Agreement, and recover payments extended from COUNTY funds.
- 2.4 Supporting technical and user documentation, help files, data files, libraries, software customizations and modifications will be provided by the CONTRACTOR at no additional cost to the COUNTY during the Agreement Term, as defined in paragraph 3, below.
- 2.5 The CONTRACTOR will provide _____ consultation visit(s) within _____ working days post-installation for staff training. The training will consist of a minimum of _____ hours. The training will occur at the COUNTY site, and the personnel to be trained will be chosen by the COUNTY.
- 2.6 The CONTRACTOR or an authorized representative will provide unlimited telephone support, onsite technical support and maintenance at no additional cost to the COUNTY during the agreement term(s) to resolve technical problems.
- 2.7 (Optional *at County's discretion.*) CONTRACTOR will provide post-implementation information systems operation support to be provided on-site by [*one or two*] individuals for the six-month period beginning immediately after final system cutover and ending six months after final system cutover. CONTRACTOR shall provide a constant, uninterrupted six-month period of on-site support with [*one or two*] full-time information systems operations staff providing support beginning on the date of final cutover to the new environment.
- 2.8 [Offeror's proposal shall indicate what response times, if any, they will guarantee. Offeror shall advise COUNTY of future releases and new versions of software.]
- 2.9 Approval of CONTRACTOR's Personnel
 - 2.9.1 Personnel commitments identified in the CONTRACTOR's proposal are mandatory to the work to be performed under this Agreement. Actual project staffing are named in Exhibit ____ [*from Contractor's proposal, proposed staffing must be guaranteed for 150 days after bid opening.*] The CONTRACTOR will make no change of personnel without the prior written approval of COUNTY.
 - 2.9.2 CONTRACTOR's key personnel shall not be diverted from this project without the prior written approval of COUNTY. Key personnel are those individuals who are determined by COUNTY to be central to the management of the project and the implementation of the proposed system, as designated in Exhibit _____. Changes or diversions of these personnel without the written consent of COUNTY will be grounds for termination for breach of the CONTRACT and forfeiture of the performance bond.
 - 2.9.3 If the number of CONTRACTOR's personnel are reduced because of death, permanent termination of employment, or extended illness, CONTRACTOR shall, within ten (10) working days of the reduction, replace the same or greater number of personnel with equal ability, experience, and qualification subject to COUNTY approval. COUNTY, in its sole discretion, may approve additional time beyond the ten (10) working days for replacement of personnel. The

CONTRACTOR shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The CONTRACTOR shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel.

- 2.9.4 The COUNTY reserves the right to require a change in Offeror representatives if the assigned representatives are not, in the opinion of the COUNTY, meeting its needs adequately.
- 2.10 CONTRACTOR holds itself out as an expert in Application Systems. CONTRACTOR represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, CONTRACTOR is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which advice is handled or services are rendered will be evaluated in light of the CONTRACTOR's superior skill.
- 2.11 All work performed by the CONTRACTOR under this Agreement must conform to applicable government laws, regulations, and codes as well as to acceptable industry standards and practices. This conformance includes but is not limited to all relevant State of California laws and statutes, COUNTY Rules and Regulations and documented COUNTY procedures which affect the operation of Custom Application Software.
- 2.12 CONTRACTOR warrants that it has a positive net worth at the effective date of this Agreement and agrees that it shall maintain a positive net worth throughout the term of this Agreement. Furthermore, the CONTRACTOR shall notify COUNTY immediately, in writing, of any material, adverse change in CONTRACTOR's net worth.
- 2.13 CONTRACTOR warrants that neither the CONTRACTOR nor any officer, stockholder, director or employee of the CONTRACTOR, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the CONTRACTOR's ability to perform under this Agreement, nor to the best knowledge of the CONTRACTOR is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the CONTRACTOR shall immediately disclose such fact to COUNTY.
3. **TERM:** This Agreement shall not be effective or binding unless approved below in writing by the County Purchasing Agent. The term of the Agreement shall be for five years commencing on _____ and terminating on _____. Furthermore, at any time during the term of the Agreement, the Agreement is subject to early termination or termination for lack of appropriations in accordance with Paragraph 4.1 or Paragraph 4.2 of the Agreement. The COUNTY may contract with the CONTRACTOR for software maintenance, upgrades and services on a yearly basis beyond the CONTRACT term.
4. **TERMINATION:**
- 4.1 Early Termination. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by delivering to the other party notice of the intent to terminate at least ninety (90) days prior to the intended date of termination. By such termination, neither COUNTY nor the CONTRACTOR may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination. Termination under this Paragraph 4.1 may be made with or without cause. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED COUNTY IN**

SUCH CIRCUMSTANCES AS THE CONTRACTOR'S DEFAULT OR BREACH OF CONTRACT.

- 4.2 Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the County for the performance of this Agreement. If sufficient authorizations and appropriations are not or have not been made by the County, or are discontinued by the County, this Agreement shall terminate upon written notice being given by COUNTY to the CONTRACTOR. The COUNTY's decision as to whether sufficient authorizations or appropriations are or have been made, or are or have been discontinued, shall be accepted by the CONTRACTOR and shall be final.
- 4.3 Termination for Cause. COUNTY may terminate this Agreement for cause upon written notice to CONTRACTOR. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by CONTRACTOR, (b) violation by CONTRACTOR of any applicable laws, (c) assignment by CONTRACTOR of this Agreement without the written consent of COUNTY pursuant to Section 12, (d) failure to provide services in a satisfactory manner, or (e) a decision by the Federal Government not to fund the services with the fiscal year beginning July 1, 2006. Such notice will specify the reason for termination and will indicate the effective date of such termination.

In the event of termination, CONTRACTOR will deliver to County copies of all reports and other work performed by CONTRACTOR under this Agreement and upon receipt thereof, CONTRACTOR will be paid for services performed and reimbursable expenses incurred to the date of termination.

5. COMPENSATION:

- 5.1 Fee: The total amount to be paid to the CONTRACTOR under this Agreement shall not exceed \$_____, including the cost of the licensed software, modifications to the software, installation, configuration, data conversion, training, routine maintenance, updates and support services as set forth in this Agreement.
- 5.2 Personal Services: The CONTRACTOR personal services fee is included in the total CONTRACT amount. This services fee includes:
- 5.2.1 Customization and/or configuration of the software, support for conversion of COUNTY data and testing of the software as installed at the COUNTY site, and all other support listed in the Detailed Scope of Work, paragraph 2, above.
- 5.2.2 Training COUNTY users at the COUNTY site to use and maintain the software.
- 5.2.3 Additional onsite technical support as specified in this Agreement and unlimited telephone or online technical support.
- 5.3 Travel and Lodging: CONTRACTOR personnel travel and lodging fees are included in the total CONTRACT amount.
- 5.4 Software: The total cost of the license to use the software is \$ _____. The COUNTY shall pay to the CONTRACTOR the amount of \$_____ upon the successful installation, testing and acceptance testing of the software by the COUNTY.

- 5.5 Payment of Taxes: The CONTRACTOR shall agree that the responsibility for payment of all state and federal taxes assessed on the compensation received under this Agreement shall be the CONTRACTOR's obligation and be identified under the CONTRACTOR's federal and state identification number(s).
- 5.6 Condition of Payment: Upon completion of agreed upon deliverables as set forth in the Implementation Schedule in Exhibit _____, CONTRACTOR shall submit an invoice to COUNTY for payment. Each invoice shall identify the deliverable and describe the goods and services delivered, less ten percent (10%) retainage.
- 5.7 Final Invoice: At the conclusion of the project, and upon acceptance of the entire system by COUNTY, the CONTRACTOR shall submit a final invoice, which includes the sum of all of the retainage amounts.
6. **RETAINAGE: The COUNTY will retain a total of ten percent (10%) of the not-to-exceed cost of the Agreement as described below.**
- 6.1 The COUNTY will retain five percent (5%) of the not-to-exceed cost of the CONTRACT as security for partial performance under this Agreement. All amounts retained shall be released to the CONTRACTOR upon confirmation of installation, configuration, data conversion and testing of the software by CONTRACTOR and complete training of COUNTY staff.
- 6.2 The COUNTY will retain five percent (5%) of the not-to-exceed cost of the CONTRACT as security for full performance under this Agreement. All amounts retained shall be released to the CONTRACTOR upon completion of post-delivery and post-training acceptance testing for a period beginning at the end of system installation and implementation and lasting for six (6) months.
7. **PERFORMANCE BOND:** CONTRACTOR shall execute and deliver to COUNTY, contemporaneously with the signing of the Agreement, a performance bond in the amount of _____ percent (____%) of the total cost of this Agreement (including all selected options) in the name of COUNTY. The bond shall be in effect for the duration of this Agreement and any renewals thereof and shall include the six-month post-delivery and post-training acceptance testing for a period beginning at the end of system installation and implementation. The required bond shall be conditioned upon and for the full performance and actual fulfillment of each and every term, condition, provision, and obligation of the CONTRACTOR and its officers and employees arising under this CONTRACT. The COUNTY's right to recover from the bond shall include all costs and damages associated with transferring the services provided under this Agreement to another Contractor or the State as a result of CONTRACTOR's failure to perform. .
8. **PATENT, COPYRIGHT AND TRADE SECRET INDEMINIFICATION:**
- 8.1 The CONTRACTOR shall defend, at its own expense, indemnify and hold harmless the County and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the COUNTY based upon CONTRACTOR's trade secret infringement relating to any product or services provided under this Agreement, the CONTRACTOR agrees to reimburse the State for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the COUNTY shall:

- 8.1.1 give the CONTRACTOR prompt written notice within 48 hours of any claim;
 - 8.1.2 allow the CONTRACTOR to control the defense of settlement of the claim; and
 - 8.1.3 cooperate with the CONTRACTOR in a reasonable way to facilitate the defense or settlement of the claim.
- 8.2 If any product or service becomes, or in the CONTRACTOR's opinion is likely to become the subject of a claim of infringement, the CONTRACTOR shall at its option and expense:
- 8.2.1 provide the COUNTY the right to continue using the product or service and fully indemnify the COUNTY against all claims that may arise out of the COUNTY's use of the product or service;
 - 8.2.2 replace or modify the product or service so that it becomes non-infringing; or,
 - 8.2.3 accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the CONTRACTOR. The CONTRACTOR's obligation will be void as to any product or service modified by the COUNTY to the extent such modification is the cause of the claim.
- 8.3 Nothing produced, in whole or in part, by the CONTRACTOR under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

9. SOFTWARE SOURCE CODE

- 9.1 Software in Escrow: CONTRACTOR agrees to maintain a copy of the software source code with an escrow agent and to list COUNTY as an authorized recipient of this source code in the event that CONTRACTOR ceases to do business or breaches its CONTRACT as described in paragraph 9.2 below. The source code shall be in magnetic form on media specified by COUNTY. The escrow agent shall be responsible for storage and safekeeping of the tape. CONTRACTOR shall replace the magnetic tapes no less frequently than every six (6) months, to ensure readability and preserve the software at the current revision level. Included within these tapes shall be all associated documentation to allow COUNTY to top load, compile and maintain the software.
- 9.2 Access to Source Code: If the CONTRACTOR ceases to do business (whether by bankruptcy, insolvency, merger, sale, assignment of assets or any other reason) or ceases support of this project, and does not make adequate provision of continued support of the licensed software provided by the CONTRACTOR, or if this CONTRACT is terminated under paragraph 4.1 of this Agreement, or if CONTRACTOR breaches this Agreement, the CONTRACTOR shall make available to COUNTY the latest available licensed software program source code and related documentation, as specified in this Agreement for the licensed software provided or developed by the CONTRACTOR, which is listed as part of the purchase system; and the source code and compiler/utilities necessary to maintain the system and related documentation for software developed by third parties, to the extent that the CONTRACTOR is authorized to disclose such software. In such

circumstances, COUNTY shall have the right to unlimited internal use of source code and documentation.

10. INDEMNIFICATION AND INSURANCE:

10.1 In addition to the CONTRACTOR's liability as provided for in Paragraphs 2.12 and 8, of this Agreement, the CONTRACTOR agrees that Exhibit D, Indemnity and Insurance Requirements, attached to this Agreement shall be included in this Agreement.

10.2 It is understood, however, that the CONTRACTOR's obligations under this Paragraph 11 do not extend to liabilities resulting from causes beyond the control and without the fault or negligence of the CONTRACTOR, including acts of God, war or civil commotion, fire, earthquake, or other natural disaster, and unforeseeable acts of any federal, state, or local government or COUNTY thereof.

11. QUALITY ASSURANCE: The Agreement Administrator shall apply the following quality assurance process to all deliverables produced by the CONTRACTOR:

11.1 Quality assurance shall be a process whereby the Agreement Administrator determines that the deliverable complies with Agreement requirements, including all relevant standards and procedures and is correct and functional.

11.2 Quality assurance begins with personal receipt by the Agreement Administrator or her designee of the deliverable from the CONTRACTOR.

11.3 The Agreement Administrator shall have thirty (30) calendar days from the date of receipt of deliverables to complete a quality assurance review.

11.4 If the deliverable provided by the CONTRACTOR is accepted under quality assurance, the CONTRACTOR will be notified of the acceptance in writing.

11.5 If the deliverable or any portion(s) thereof is unacceptable under quality assurance, the Agreement Administrator shall notify the CONTRACTOR in writing within thirty (30) calendar days from the date of receipt of that deliverable.

12. ASSIGNMENT: The CONTRACTOR shall not assign nor transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior, written approval from COUNTY. No such assignment or transfer shall relieve the CONTRACTOR from its obligations and liabilities under this Agreement.

13. SUBCONTRACTING: The CONTRACTOR may subcontract portions of the services to be performed under this Agreement with prior, written approval of COUNTY. No such subcontracting shall relieve the CONTRACTOR from its obligations and liabilities under this Agreement. The following listed subcontractors have been approved to provide services under the terms and conditions of this agreement:

14. STATUS OF CONTRACTOR: Notwithstanding any other provisions of this Agreement, the CONTRACTOR, and its agents and employees, are independent Contractors performing professional services for COUNTY and are not employees of COUNTY or the State of California. The CONTRACTOR, including its agents and employees, shall not, by virtue of this Agreement, accrue leave, retirement, insurance, bonding, use of state vehicles, or any other

benefits afforded to employees of the County. The CONTRACTOR acknowledges that all sums received under the terms of the Agreement are reportable by it for income tax purposes as self-employment or business income.

15. **RELEASE:** The CONTRACTOR's acceptance of final payment of the amount due under this Agreement shall operate as a release of COUNTY, its officers and employees, and the State of California from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The CONTRACTOR agrees not to purport to bind the State of California to any obligation not assumed within the terms of this Agreement by the State of California, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

16. **CONFIDENTIALITY:** Any information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of COUNTY except as may otherwise be required by law.

17. **SOFTWARE LICENSE:**

17.1 In consideration for payment of applicable software license fees as part of the License Information System software cost, the CONTRACTOR hereby grants the COUNTY an unlimited perpetual license to use the software.

17.2 The COUNTY is granted the right to copy the software for archival, backup, or training purposes. All archival and backup copies of the software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, and copyright and restricted rights notices shall be reproduced in such copies;

17.3 The COUNTY agrees not to cause or permit the reverse engineering, disassembly, or de-compilation of the software.

17.4 By virtue of this agreement, COUNTY acquires only the right to use the software and does not acquire any rights of ownership.

18. **CONFLICT OF INTEREST:** The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

19. **AMENDMENTS:** This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. No amendment shall be effective or binding unless approved by the Procurement Agent of the County.

20. **NONDISCRIMINATION**

(a) If a contract is awarded, successful proposer shall comply with all applicable Federal, State and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1102.1. Successful proposer shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry,

religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall successful proposer discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(b) Violation of this provision shall be deemed a material default by successful proposer giving County a right to terminate the contract.

21. **GOVERNING LAW**

If an award is made the contract shall be construed and interpreted in accordance with the laws of the State of California. Proper venue for legal action regarding this agreement shall be in the County of Santa Clara.

22. **AUDITING REQUIREMENTS**

(a) Books and Records Available for Inspection and Audit: The Provider shall agree to maintain and preserve all books, documents, papers and records relating to the contract for a period of three (3) years after the termination of this Contractor until the completion of any claim, litigation, negotiation, audit or other action, whichever is later. All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Provider's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose contracts with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

(b) Audit: All payments made under this Contract shall be subject to an audit and shall be adjusted in accordance with said audit. Adjustments which are found necessary as a result of auditing prior to termination of this Contract may be made from current billings.

(c) Responsibility for Audit Exceptions: the Provider shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in County audits. The Provider shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions.

23. **ENFORCEMENT OF AGREEMENT/WAIVER:** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

24. **ON-SITE RESPONSIBILITIES:** The COUNTY agrees to provide the CONTRACTOR's personnel while performing on-site services for the following:

24.1 The COUNTY shall provide a systems analyst to work with the CONTRACTOR's personnel in all aspects of installation and training activities. The COUNTY systems analyst will work with the CONTRACTOR's personnel during the installation and training at the COUNTY site.

24.2 While performing on-site services in San Jose, the COUNTY will provide the CONTRACTOR's personnel reasonable office space and facilities for conducting training including use of a copy machine, multimedia equipment, personal computer, local telephone service, and FAX machine.

25. **AGREEMENT ADMINISTRATOR:** The COUNTY shall appoint an administrator for this Agreement who shall be the official contact between the CONTRACTOR and the COUNTY in all matters concerning this Agreement. All events, problems concerns or requests affecting this Agreement must be reported by the CONTRACTOR to the Administrator in a timely manner. The Administrator shall approve and accept all Agreement products and services prior to payment.

26. **NOTICES:** All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

COUNTY:

CONTRACTOR:

Each party may designate a different person and address by sending written notice to the other party, to be effective no later than ten (10) days after the date of the notice.

27. **MERGER; SCOPE OF AGREEMENT:**

27.1 The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or COUNTY or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

27.2 This Agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27.3 This Agreement incorporates the following Exhibits:

27.3.1 Exhibit 1: Implementation Schedule of deliverables and detailed parts/component list for the proposed hardware and software configuration with clearly identifiable and measurable "triggers" of events.

27.3.2 Exhibit 2: A complete copy of RFP No. 00-000-00-00000, including all Appendices;

27.3.3. Exhibit 3: CONTRACTOR's proposal submitted in response to RFP No. 00-000-00-00000, including any amendments and best and final offers;

27.3.4 Exhibit 4: List of CONTRACTOR's project staff and key personnel.

29. **OWNERSHIP OF SOFTWARE** The CONTRACTOR retains ownership of licensed software. This Agreement grants a license to the County to use the licensed software for the duration of the licensing provisions of this Agreement. All materials and custom application software developed for the County under this Agreement and all customization of the licensed software (including the source code to the customization) shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. No materials developed for the County or customization of software produced, in whole or in part, by the CONTRACTOR in performance of the Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

COUNTY OF SANTA CLARA

CONTRACTOR

By: _____
Roslyn Fuller Date
Acting Assistant Director

By: _____
[insert name] Date
[insert title]

APPROVED AS TO FORM AND LEGALITY

Kristin Baker Date
Deputy County Counsel

APPROVED BY:

Gary A. Graves Date
Chief Deputy County Executive

EXHIBIT G – Non-Collusion Declaration

I, _____, am the
(Print Name)

_____ of _____,
(Position/Title) (Name of Company)

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Proposer has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct:

COMPANY NAME: _____

AUTHORIZED
SIGNATURE _____

PRINT NAME: _____

DATE: _____



EXHIBIT H

INDEMNITY AND INSURANCE REQUIREMENTS

Indemnity

The Proposer shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Proposer and/or its agents, employees or sub-proposers, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Proposer shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Proposer is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Proposer's indemnification of the County, the Proposer shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Proposer shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Proposer upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Proposer shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Proposer.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - f. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the proposer shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Proposer or any of its agents or subproposers will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Proposer and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Proposer pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Proposer. However, this shall not in any way limit liabilities assumed by the Proposer under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Proposers obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Proposer shall require each of its sub-proposers of any tier to carry the aforementioned coverages, or Proposer may insure sub-proposers under its own policies.

The County reserves the right to withhold payments to the Proposer in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if proposer will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Proposer will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Proposer will notify County immediately, and County may withhold further payment to Proposer until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT I
DESIGNATION OF SUBCONTRACTORS

Proposer shall completely fill in the form below for each subcontract that exceeds one-half percent (1/2%) of the Proposer's total Base Bid. A subcontractor is defined as a person who;

- 1) Performs work or labor
- 2) Provides a service to the Proposer
- 3) Specially fabricates and installs a portion of the work according to the plans and the specifications

Work shall be done in compliance with California Public Contract Code 4100-4114 and any amendment thereof.

Proposer shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the County Procurement Department Buyer or his/her designee. Changes in subcontractors without prior written consent from the County Procurement Department Buyer or his/her designee can result in the cancellation of the purchase order.

NAME OF SUBCONTRACTOR	COMPLETE ADDRESS AND TELEPHONE NO.	SPECIALTY
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COMPANY NAME: _____

AUTHORIZED
SIGNATURE _____

PRINT NAME: _____

DATE: _____

Exhibit J
SECURITY ASSESSMENT CHECKLIST

Supplier – please complete the attached checklist **if your application is asp**, note that *detailed* responses are required, and not just simple “yes” or “no” answers. Complete detailed information must be provided to allow a valid comparison between supplier practices and those required by the County. The information provided below shall be accurate and true.

County Policy Ref. #	Description of County Requirement	Details on How ASP Meets Requirement	Other Security Measures That Mitigate This Risk	Comments
16.3.4	The ASP has a written Disaster Recovery Plan that offers a viable approach to restoring operations following an emergency situation.			
16.3.4a	The ASP site has adequate, redundant physical and/or logical network connectivity to ensure continued operations following a network failure.			
16.3.4b	The ASP performs system/application database backups on a schedule that is consistent with the importance of the Department application.			
16.3.4b	Backup media are treated with a level of security commensurate with the classification level of the data they contain.			
16.3.4c	ASP servers are closely monitored for both performance and availability.			
16.3.4d	The ASP is willing to sign a Service level Agreement (SLA) that is consistent with the importance of the Department application.			

County Policy Ref. #	Description of County Requirement	Details on How ASP Meets Requirement	Other Security Measures That Mitigate Risk	Comments
16.3.5	The ASP has a formal, written Security Policy.			
16.3.5a	County User authentication standards (both local and for remote access) can be implemented if County users access the application directly on the ASP server. For remote connections, this includes use of encrypted VPN connectivity and one-time password technology. Other mechanisms, such as secure SSL, may also be used in some circumstances as long as sole reliance is not placed on simple User ID/password combinations for authentication.			
16.3.5b	Once granted access, Users are limited to authorized activities only; i.e., customers are prevented from accessing either applications or data that belong to other customers.			
16.3.5c	ASP network connectivity is protected by firewalls, intrusion detection/ prevention systems, etc. designed to protect against attack.			

County Policy Ref. #	Description of County Requirement	Details on How ASP Meets Requirement	Other Security Measures That Mitigate Risk	Comments
16.3.5d	The equipment hosting the Department's application is located in a physically secure facility that employs access control measures, such as badges, card key access, or keypad entry systems.			
16.3.5d	ASP servers are kept in locked areas/cages that limit access to authorized personnel.			
16.3.5e	ASP staff is bonded, and/or have been subjected to background checks.			
16.3.5f	ASP servers are hardened against attack, and operating system and server software patches related to security are applied regularly.			
16.3.5f	Commercially available anti-virus software is used on the servers, and is maintained in a current state.			
16.3.5g	ASP servers are monitored on a continuous basis, and logs are kept of all activity.			
16.3.5g, 16.3.5h, 16.3.5i	The ASP is willing to report security breaches and/or security issues to the County.			

County Policy Ref. #	Description of County Requirement	Details on How ASP Meets Requirement	Other Security Measures That Mitigate Risk	Comments
16.3.5h	The ASP conducts regular vulnerability assessments, using viable third-party organizations, designed to assess both the ASP's network infrastructure and the individual servers that host applications. The ASP implements "fixes" to correct discovered vulnerabilities.			
16.3.5i	The ASP has a formal Incident Response Plan.			
N/A	(Optional) The network infrastructure hosting the Department application is "air-gapped" from any other network or customer that the ASP may have. This means that in an ideal situation, the application environment must use a separate, dedicated server, as well as a separate network infrastructure.			
Section 13.0, Encryption	Encryption or hashing algorithms utilized by the ASP application infrastructure utilize algorithms that have been published and evaluated by the general cryptographic community.			
N/A	The ASP is willing to permit on-site visits by County staff in order to evaluate security measures in place.			

County Policy Ref. #	Description of County Requirement	Details on How ASP Meets Requirement	Other Security Measures That Mitigate Risk	Comments
N/A	If the Department will be connecting to the ASP via a private connection (such as a dedicated T1 circuit), the circuit will terminate on the County's extranet, and operation of the circuit will fall within the policies related to network connections from non-County entities. If a public network such as the Internet is used, the ASP deploys appropriate firewall technology, and the traffic between Santa Clara County and the ASP is protected and authenticated through the implementation of VPN or equivalent technology.			

Completed by: (vendor's name)

Approved by: County of Santa Clara Information Services Dept.

(Print Name) (Print Name)

(Signature) (Signature)

(Title) (Title)

(Date) (Date)

EXHIBIT K

BUSINESS ASSOCIATE AGREEMENT PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in this provision of the Agreement have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, 42 USC §§ 1320d et seq. ("HIPAA") and the implementing regulations. To the extent the HIPAA Privacy Rule changes the meaning of the terms; this provision shall be modified automatically to correspond to the meaning given in the rule.

"PROTECTED HEALTH INFORMATION," as defined at 45 C.F.R. §§ 164.501, and 160.103, means information that:

- (1) is created or received by a health care provider, health plan, employer or health care clearing house; and
- (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual, and (a) identifies the individual or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"ELECTRONIC PROTECTED HEALTH INFORMATION (EPHI)" as defined at 45 C.F.R. § 160.103(2), means Protected Health Information that is created electronically, transmitted electronically by electronic media, or is maintained in electronic media.

"BUSINESS ASSOCIATE" refers to _____ (Name of Contractor) in this Agreement.

"COVERED ENTITY" refers to the County of Santa Clara in this Agreement.

II. Duties & Responsibilities of BUSINESS ASSOCIATE

- A. BUSINESS ASSOCIATE'S use and/or disclosure of PROTECTED HEALTH INFORMATION ("PHI") will be limited to those permitted or required by the terms of this Agreement or as REQUIRED BY LAW as defined pursuant to 45 CFR 164.501.
- B. Unless otherwise limited by this Agreement, BUSINESS ASSOCIATE may use the PHI in its possession for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities.
- C. BUSINESS ASSOCIATE may further disclose PHI for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities if the disclosure is required by law, or the BUSINESS ASSOCIATE receives reasonable assurances from

the person receiving the PHI that it will be held confidentially, and will be used or further disclosed only as required by law and that the person receiving the PHI will notify the BUSINESS ASSOCIATE of any instances known in which the confidentiality has been breached.

- D. BUSINESS ASSOCIATE must not use or disclose PHI in any manner that would constitute a violation of the PRIVACY RULE (Standard for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subpart A and E).
- E. BUSINESS ASSOCIATE must use appropriate safeguards to prevent uses or disclosures of PHI other than as provided for by this Agreement.
- F. BUSINESS ASSOCIATE must report in writing any use or disclosure of PHI not provided for by this Agreement to the COVERED ENTITY as soon as it learns of it.
- G. BUSINESS ASSOCIATE must ensure subcontractors and agents that have access to, or to whom the BUSINESS ASSOCIATE provides PHI, agree in writing to the restrictions and conditions concerning the use and disclosure of PHI which are contained in this Agreement.
- H. At the request of the COVERED ENTITY, BUSINESS ASSOCIATE must comply with the COVERED ENTITY'S request to accommodate an individual's access to his/her PHI in a designated record set maintained by the BUSINESS ASSOCIATE. In the event an individual contacts BUSINESS ASSOCIATE directly about access to PHI, BUSINESS ASSOCIATE will not provide access to the individual but will forward the request to the COVERED ENTITY within three business days of contact.
- I. Within fifteen business days of a request by the COVERED ENTITY, BUSINESS ASSOCIATE will comply with the COVERED ENTITY'S request to amend an individual's PHI in a designated record set maintained by the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE will promptly incorporate any such amendment into the PHI. In the event an individual contacts BUSINESS ASSOCIATE directly about making amendments to PHI, BUSINESS ASSOCIATE will not make any amendments to the individual's PHI but will forward the request to COVERED ENTITY within three business days of such contact.
- J. BUSINESS ASSOCIATE must keep a record of disclosures of PHI for a minimum of six years and agrees to make information regarding disclosures of PHI available to the COVERED ENTITY within fifteen days of a request by the COVERED ENTITY. BUSINESS ASSOCIATE must provide, at a minimum, the following information:
 - (1) the name of the individual whose PHI was disclosed.
 - (2) the date of disclosure;
 - (3) the name of the entity or person who received the PHI, and the address of such entity or person, if known;
 - (4) a brief description of the PHI disclosed; and
 - (5) a brief statement regarding the purpose and explanation of the basis of such disclosure.

BUSINESS ASSOCIATE is not required to maintain a record of disclosures of PHI under the following circumstances:

- (1) To carry out treatment, payment or County health care operations, or activities that are incident to such disclosures;
- (2) To individuals of their own PHI;
- (3) Pursuant to a written authorization;

- (4) For the facility's directory or to person involved in the individual's care or other notification purposes in 45 CFR 164.510;
 - (5) For national security or intelligence purposes;
 - (6) To correctional institutions or law enforcement officials;
 - (7) As part of a limited data set in accordance with 45 CFR 164.514(e); or
 - (8) That occurred prior to the compliance date for the covered entity.
- K. BUSINESS ASSOCIATE must comply with any other restrictions on the use or disclosure of PHI that the COVERED ENTITY may from time to time request.
- L. BUSINESS ASSOCIATE must make its internal practices, books and records relating to uses and disclosures of PHI available to the Secretary of the U.S. Department of Health and Human Services or designee, for purposes of determining the COVERED ENTITY'S compliance with the PRIVACY RULE. BUSINESS ASSOCIATE must notify the COVERED ENTITY regarding any information that BUSINESS ASSOCIATE provides to the Secretary concerning the PHI. Concurrently with providing the information to the Secretary and upon the COVERED ENTITY'S request, BUSINESS ASSOCIATE must provide COVERED ENTITY with a duplicate copy of the information.
- M. Upon the termination of this Agreement for any reason, BUSINESS ASSOCIATE must return or destroy all PHI, including all PHI that is in the possession of subcontractors or agents of the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE must not retain any copies of PHI. If return or destruction is not feasible, BUSINESS ASSOCIATE must notify the COVERED ENTITY of the condition that makes the return or destruction of PHI not feasible. If the COVERED ENTITY agrees that the return or destruction of PHI is not feasible, BUSINESS ASSOCIATE may dispose of the PHI, subject to all of the protections of this Agreement and must make no further use or disclosure of the PHI.
- N. The respective rights and responsibilities of BUSINESS ASSOCIATE related to the handling of PHI survive termination of this Agreement.
- O. Notwithstanding any other provision of this Agreement, the COVERED ENTITY may immediately terminate this Agreement if BUSINESS ASSOCIATE has materially violated its responsibilities regarding PHI under this Agreement upon written notice.
- P. **EPHI:** If BUSINESS ASSOCIATE receives, creates, transmits, or maintains EPH on behalf of COVERED ENTITY, BUSINESS ASSOCIATE will, in addition, do the following:
- (1) Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(d) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of COVERED ENTITY.
 - (2) Document and keep these security measures current and available for inspection by COVERED ENTITY.
 - (3) Ensure that any agent, including a subcontractor, to whom the BUSINESS ASSOCIATE provides EPHI agrees to implement reasonable and appropriate safeguards to protect it.
 - (4) Report to the COVERED ENTITY any Security Incident of which it becomes aware. For the purposes of this Agreement, Security Incident means, as set forth in 45 C.F.R. section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."