

Solicitation 042-604880-CC

NURSING CASE MANAGEMENT SYSTEM



County of Orange

Bid 042-604880-CC
NURSING CASE MANAGEMENT SYSTEM

Bid Number 042-604880-CC
Bid Title NURSING CASE MANAGEMENT SYSTEM

Bid Start Date Apr 5, 2010 4:32:07 PM PDT
Bid End Date Apr 30, 2010 4:00:00 PM PDT
Question & Answer End Date Apr 15, 2010 4:00:00 PM PDT

Bid Contact Cathy H Chang
Procurement Contract Specialist
cchang@ochca.com

Standard Disclaimer The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

Description

THE COUNTY OF ORANGE/HEALTH CARE AGENCY IS SOLICITING PROPOSALS FOR A COMPREHENSIVE CASE MANAGEMENT SYSTEM FOR THE PUBLIC HEALTH NURSING DIVISION.

PROPOSED CONTRACT DATES ARE FROM JULY, 2010 TO JUNE, 2011 RENEWABLE FOR 2 ADDITIONAL ONE-YEAR PERIODS FOR SOFTWARE MAINTENANCE.



COUNTY OF ORANGE
HEALTH CARE AGENCY

REQUEST FOR PROPOSAL
FOR
NURSING CASE MANAGEMENT SYSTEM

RFP No. 042-604880-CC

REQUEST FOR PROPOSAL

County of Orange

PROPOSALS MUST BE RECEIVED ON OR BEFORE April 30, 2010 By 4:00 P.M. PT/PST RFP Number 042-604880-CC File Folder No: 604880
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INSTRUCTIONS:

1. SUBMIT ONE (1) ORIGINAL AND SEVEN (7) COPIES OF YOUR PROPOSAL AND ONE (1) COPY ON CD ROM.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP # 042-604880-CC, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT:
Cathy Chang, Assigned DPA at CChang@ochca.com
or via BidSync @ www.BidSync.com

DATE: April 5, 2010**REQUEST FOR PROPOSAL (RFP)****COVER PAGE**

The County of Orange, on behalf of the **HEALTH CARE AGENCY** (hereinafter referred to as "County") is soliciting proposals ("Proposals") from qualified firms (hereinafter referred to as "Proposers"), to provide **PROFESSIONAL SERVICES FOR A NURSING CASE MANAGEMENT SYSTEM**. Proposers must meet the minimum qualifications and/or requirements set forth within the Request for Proposals (RFP) and must be capable of providing all core services set forth in the Scope of Work, attached hereto as "Attachment A" and incorporated herein by this reference. The awarded contract (hereinafter referred to as "Contract"), if any, shall be a fixed fee contract between the County and selected Proposer.

This RFP is set out in the following format:

SECTION I	Introduction and Instructions to Proposers
SECTION II	Proposal Response Requirements
SECTION III	Model Contract

PROPOSALS ARE DUE APRIL 30, 2010 BY 4:00 PM Pacific Time/Pacific Standard Time.

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to: CATHY CHANG (hereinafter may also be referred to as "Deputy Purchasing Agent" or "DPA"), via e-mail through Bid Sync at www.BidSync.com (RFP # **042-604880-CC**). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1. Proposers are not to contact other County personnel with any questions or clarifications concerning this RFP.

The Assigned DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, ATTACHMENTS AND EXHIBITS REFERENCED HEREIN.		
Company Name (as it appears on your invoice and W9)		Fed ID#
Address		
Authorized Signature (Sign all copies)	Title	Date

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SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO PROPOSERS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO PROPOSERS**A. INTRODUCTION**

This Request for Proposal (RFP) is being released for **PROFESSIONAL SERVICES FOR NURSING CASE MANAGEMENT SYSTEM**. This RFP is an opportunity to allow qualified Contractors to present proposals that will assist the County of Orange, **HEALTH CARE AGENCY (HCA)**.

B. PROPOSED TIME SCHEDULE

Date	Action
April 5, 2010	Release of RFP
April 15, 2010	Written Questions from Proposers Due by 4:00 P.M. (Pacific Time)
April 20, 2010	Issuance of Addendum (Questions and Answers)
April 30, 2010	Deadline for Proposals: Due by 4:00 P.M. PT (Pacific Time)
May 3 – May 12, 2010	Evaluation of Proposals / Negotiation Phase/Vendor Demos
TBD	SUBMISSION FOR APPROVAL BY COUNTY BOARD OF SUPERVISORS

C. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

- Clearly identified Proposals are due on or before **APRIL 30, 2010** no later than **4:00 P.M. PT/PST**, and shall be delivered in a sealed package with the following information to:

RE: RFP No. 042-604880-CC FOR NURSING CASE MANAGEMENT SYSTEM

COUNTY OF ORANGE
HEALTH CARE AGENCY/PURCHASING
511 N. SYCAMORE ST.
SANTA ANA, CA 92701-4637
ATTN: CATHY CHANG

HCA/Purchasing Regular Business Hours: Monday through Friday
8:00 AM to 5:00 PM PT/PST

Proposals must be time-stamped on the outside of the sealed package by HCA Purchasing staff. It is the sole responsibility of the Proposer to ensure that delivery is made to the County prior to the Closing Date and time. Delivery receipts are available upon request.

This office will be closed on the following County Holidays during the solicitation period:
N/A

2. Clarifications: The County has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to the assigned DPA, via www.BidSync.com (RFP #042-604880-CC). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.

All questions or requests for interpretations must be received by **4:00 P.M. on April 15, 2010**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by either the assigned DPA or BidSync. It is the Proposer's responsibility to ensure that they have received and reviewed any and all addendums to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. Pre-proposal Conference: There will be **No Pre-Proposal Conference** for this RFP.
4. Validity of Proposal: Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time for receipt. No Proposal may be withdrawn after the submission date.
5. Proposal Copies: Each Proposer must provide: **one (1) original hard copy with original signatures; seven (7) hard copies of the Proposal; and one (1) soft copy in Microsoft Word Format on Compact Disk (CD) of the Proposal**. One Proposal is to be clearly marked as "original" on the outside cover and contain original signatures.
6. Submission Format: All written Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Proposers responding to this RFP comply, exactly and completely, with the instructions set forth herein. All Proposals in response to this RFP shall be in a Microsoft Word format (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.
7. Proprietary Information: Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. Qualifications: By submitting a Proposal, the Proposer represents that it has thoroughly examined the County's requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
9. Compliance: Each Proposer must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Part 1, 8. Statement of Compliance.
10. Interview/Presentations: After the closing date and time for receipt of proposals, evaluation and **interview /oral presentations, if requested** by County, will commence. Proposers who submit

Proposals most responsive to the County's requirements may be asked to give an oral presentation of their Proposal to County staff. Selected Proposers should be prepared to make their oral presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposal in detail, including technical questions regarding the Proposal. Proposers shall not be allowed to alter or amend their Proposal through the use of the presentation process.

11. County Rights: The County reserves the right to negotiate modifications with any Proposer as necessary to serve the best interests of the County. Any Proposal may be rejected as non-responsive if it is conditional, incomplete, or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal. No such waiver will excuse an Proposer from full compliance with all other sections of the RFP.
12. Pre-contractual Expenses: Pre-contractual expenses are not to be included in, or as part of the Compensation/Payment amount stated in the Model Contract, Attachment B for Contractor Services. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Proposer in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Proposer's Proposal; and any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the Contract.
13. Notice: The County reserves the right to: a) negotiate the final Contract with any Proposer(s) as necessary to serve the best interests of the County; b) withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Proposer responding to this RFP; c) award its total requirements to one Proposer or to apportion those requirements among two or more Proposers as the County may deem to be in its best interests; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

County reserves the right to request Best and Final Offers from the Proposers determined to be within the competitive range. Late Best and Final Offers will not be accepted by the County.

In addition, negotiations may or may not be conducted with any Proposer; therefore, the Proposal submitted should contain the Proposer's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Proposer.

Furthermore, the County makes no representation that any Contract will be awarded to any Proposer responding to this RFP.
14. Joint Venture: Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
15. Lobbyist: The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

D. INSTRUCTIONS - PROTEST PROCEDURES

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address, and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Proposal Specifications:

All protests related to proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the Proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process:

- In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may, after providing written justification to be included in the procurement file, makes the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process:

- If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.
- Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

- The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

E. EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer(s). No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Proposer(s) whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer(s) with the lowest fee proposal.

Proposals will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel.

Proposals will be competitively evaluated on the basis of the following criteria listed in a random sequence not in the order of importance:

- Understanding of RFP including responsiveness to the County's overall contract requirements outlined in the RFP and references
- Company's qualification and experience including staffing, certificates, and licenses
- Ability to meet the specifications in the Scope of Work
- Ability to meet the IT standards/security requirements
- Total Cost
- Interview/presentation (if necessary)

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Proposer(s) submitted written materials.

Following the initial evaluation process, the highest ranking Proposers may be required to provide an oral or on-site presentation of their Proposal and discuss all aspects of the Proposal, including answering any questions about the Proposal.

F. SELECTION/AWARD PROCESS

Upon completion of the evaluation process, the Evaluation Panel will make a recommendation for award to the DPA. The recommendation for award may be presented to the County's Board of Supervisors for approval of the Contract for the services requested in this solicitation.

The Model Contract contained in Section III of this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Proposer's Proposal and qualifications.

Negotiations may or may not be conducted with the finalist(s); therefore, the Proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Proposer's inability to comply with any of the provisions thereof are to be declared in the Proposer's Proposal: Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Proposer after submission of its proposal may result in elimination from further consideration.

If a satisfactory contract cannot be negotiated in a timely manner, the County, in its sole discretion, may terminate negotiations with the selected Contractor and begin Contract negotiations with the next finalist.

G. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT REQUIREMENTS

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Proposer agrees to furnish to the Assigned DPA or the Purchasing Agent.

- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Proposer to timely submit the data and/or certifications required may result in the Contract being awarded to another Proposer. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

(Upon County request, Proposer shall utilize the forms provided as Exhibit A of this RFP to satisfy this requirement)

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include three (3) tabbed sections: Part 1, Part 2, and Part 3 and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Minimum Requirements

1. Proposer must have previous experience and proven record of developing a similar web-based electronic system in the healthcare field.
2. Proposer must be well versed with all HIPAA guidelines and regulations.
3. Proposer must be capable of performing all requirements shown in Attachment A - Scope of Work.
4. Proposer must submit the proposal in the manner as requested in Section II of this RFP.

PART 1

(Complete this Section and submit as Part 1 of your Proposal)

1. Cover Page

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Proposer. **If the Proposer is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP.** The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signature to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. Validity of Proposal

The County requires that all Proposals be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Proposals which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection. Please state below how long this Proposal will be valid for.

Proposer hereby certifies that Proposer's Proposal is valid for three hundred sixty-five (365) days from the RFP Closing Date.

Validity of Response (in days)

(Signature required)

3. Certification of Understanding

The County assumes no responsibility for any understanding of the Proposer or representation made by any of the County's officers, employees, or agents during or prior to the execution of any Contract resulting from this RFP unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County assumes the responsibility

By signing below, Proposer certifies that such understanding has been considered in this Proposal.

(Signature required)

4. Minimum Qualifications Statement

Proposer hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II.

(Signature required)

5. Certificate of Insurance

Proposer hereby certifies Proposer's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III: Model Contract, Article P by signing below.

(Signature required)

If Proposer takes any exceptions to Article P, Insurance Provisions, as set forth in Section III Model Contract, please see Section 8 Statement of Compliance below.

6. Child Support Enforcement Requirements

Proposer hereby certifies Proposer's willingness and ability to provide the required Orange County Child Support Enforcement Requirement as indicated in RFP Section I, Clause G and Section III, Exhibit A.

(Signature required)

7. Conflict of Interest

Proposer hereby certifies that: (I) Proposer has provided the County with the disclosures required in (A) and (B) below as part of its Proposal, or (II) that no relationships as outlined in (A) and (B) exist.

- A. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
- B. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

(Signature required)

8. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Proposer hereby certifies (Proposer must certify either A or B by signing below):

- A. This Proposer is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

(Signature required)

OR

- B. This Proposer is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature required)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The complete provision Proposer is taking exception to;
2. The RFP page number and section of the provision Proposer is taking exception to;
3. The suggested rewording by way of track changes (Microsoft Word Format);
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

PART 2**COMPANY PROFILE**

(Complete this Section and submit as Part 2 of your Proposal)

Company Legal Name: _____

Company Legal Status (corporation, partnership, etc.): _____

Business Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Website Address: _____ Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Years of experience providing the requested, equivalent, or related services: _____

Is your firm a sole proprietorship? _____ Yes _____ No

If yes, Sole Proprietor's social security number: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this RFP: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of project manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required;

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell Number: _____

PART 2**REFERENCES**

Proposer shall submit at least three (3) references or letter of references where similar work of similar size is currently in process or recently completed. Include name of firm, phone, name of the contact person, a brief work/project description, and completion date. These references will be checked and could affect the award of the Contract.

1. List references. It is desirable that at least one reference be located in Orange County:

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____
Project Description: _____

Contract Term: _____ Contract Amount: \$ _____

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____
Project Description: _____

Contract Term: _____ Contract Amount: \$ _____

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____
Project Description: _____

Contract Term: _____ Contract Amount: \$ _____

2. Have you (bidder) ever been terminated from any contract?

☐ YES

☐ NO

If so, state:

Contracting Agency/Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Reason for Termination: _____

3. Has your firm ever operated under another company name?

☐ YES

☐ NO

If so, state:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Dates of Operation - From: _____ To: _____

PART 2**KEY PERSONNEL**

Proposer shall provide the resumes of key personnel who will be assigned to this project. Resumes shall contain information relating to each person's education, any degrees, certificates, area of expertise, and work experience/assignments relative to the Scope of Work set forth in this RFP. Please note that all information submitted in the proposal may become subject to public disclosure.

PART 3**PROPOSAL**

(Complete this section and submit as Part 3 of your Proposal)

- I. **WORK PROPOSAL** – Proposer must provide a proposed work plan as outlined in Section III, Attachment A, Scope of Work.
- II. **FIXED FEE** - Proposer must provide a fixed fee cost proposal for the proposed project. Proposer is to quote their most competitive fees. The proposed costs shall include all labor, materials, equipment, insurance coverage, permits, licenses, preparation of all faxed and mailed/delivered reports, and all other fees to provide services specified herein.

The County agrees to compensate the Contractor at the fixed rate as set forth for the provision of a Nursing Case Management System for the term of the Contract, inclusive of all agreed reimbursable expenses. Payment shall be made upon acceptance of each task as required in the Contract and completion of any phase of the engagement under the County's account, as determined by the County's project manager in accordance with the terms and conditions herein.

Proposer must identify proposed fees and provide pricing detail at an annual fixed rate for the ~~three~~ (3) year term of the Contract. The annual fixed rate shall include all costs and expenses directly related to the performance of work and services to meet the requirements set forth in the Scope of Work. Mileage, parking, telephone/fax expenses, food, postage, and incidental photocopies are not billable/reimbursable and will not be allowed.

- A. Annual Cost:
- | | |
|------------------|-------------------------------------|
| Year 1: \$ _____ | (Set up and installation of system) |
| Year 2: \$ _____ | (Software maintenance) |
| Year 3: \$ _____ | (Software maintenance) |

B. Payment Terms:

Proposer shall provide details of the payment terms above. (Monthly, quarterly, annually, in advance, in arrears, etc...)

III. **CONTINGENCY FEES**

Proposer(s) shall describe in detail any additional contingency fees or costs that may be added should Proposer's services be selected.

IV. **ONGOING COSTS**

Proposer shall include information pertaining to the following, if applicable: Based on your experience of providing similar services/solution to other public section organizations comparable in size to the County of Orange, identify what the projected ongoing costs will be to provided in-house maintenance after your firm has completed its contractual obligations to the County. Proposer shall include in the proposal, projections, and ongoing staffing requirements that the County may need as a result of the initial project or completion of the services/solution.

Proposer shall provide cost details for all hardware requirements should the Health Care Agency decide to host the application in-house.

Proposer shall also submit the associated cost for the options of hosting the application at your firm's site and Software-as-a-Service (SAAS).

V. ADDITIONAL/OPTIONAL SERVICES

Proposer(s) shall provide a list of additional services included at no additional cost and those optional services that may be provided at a specified cost. Please provide cost detail for such services.

VI. RESOURCES TO BE PROVIDED BY COUNTY

Proposer shall identify and list any requirements for County-furnished items such as equipment, materials, facilities, or any other County support that will be necessary to implement and complete this project. The County reserves the right to accept or reject any and all additional requests/requirements for County-furnished items and resources not specifically set forth in its proposal.

Please provide / propose as stated and required above.



SECTION III

MODEL CONTRACT

FOR

NURSING CASE MANAGEMENT SYSTEM

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MASTER AGREEMENT NO. TBD

This Agreement Number _____, (hereinafter "Contract") is made and entered into as of the date fully executed by and between _____ (hereinafter "Contractor"), with a place of business at _____, and the County of Orange, a political subdivision of the state of California, (hereinafter "County") with a place of business at 511 N. Sycamore St., Santa Ana, CA, 92701, with County and Contractor sometimes individually referred to as "Party", or collectively as "Parties".

RECITALS

WHEREAS, the County issued a Request for Proposal ("RFP") for the provision of a Nursing Case Management System; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into Contract with the Contractor for obtaining said services; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A, B, and C and Exhibit A which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor nor its employees; nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor nor its employees; nor anyone working under

Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-Contractors.

P. **Indemnification and Insurance**

Indemnification Provision

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this CONTRACT. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

All liability insurance, except Professional Liability, required by this contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this contract with respect to work done by the Contractor under the terms of this contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL WITH 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interest clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the

services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and Subcontractors performing work hereunder, all verification and

other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** The term of this Contract shall commence upon approval by the County Board of Supervisors and execution of all necessary signatures, whichever occurs later, and continue for one (1) calendar year from that date, unless otherwise terminated by County. This Contract may be renewed on an annual basis, for two (2) additional one-year periods upon mutual concurrence by the Parties. Renewal periods may be subject to approval by the County Board of Supervisors.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

Terminate the Contract immediately, pursuant to Section K herein;

Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

8. **Contractor – Change in Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of the County.
9. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

10. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this contract, employ any County employee for any purpose.
12. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
13. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this contract.
15. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's

employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

16. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.

17. **Contractor's Records:** The Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for four (4) years after the expiration or termination of this Contract.

18. **County Of Orange Child Support Enforcement Requirements:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

19. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this contract.

20. **Disputes – Contract:**

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

21. **Entire Contract:** This Contract and all of its attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract which vary from the Contractor's proposal are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both parties.
22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
23. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
24. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or

derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

25. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the attachments and exhibit.
26. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

27. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

28. **Termination:**

A. Termination – Default: If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this Contract.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

B. Termination – Orderly: After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

29. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
30. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
31. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
32. **Parking for Pickup/Delivery Services:** The County will not provide free parking for pickup or delivery services.
33. **Software – Acceptance:** The County shall be deemed to have accepted each software product unless the County, within thirty (30) days from the installation date, gives Contractor written notice to the effect that the software product fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. The Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following:
- If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency with sixty (60) days, the County shall return all material furnished hereunder and this Contract shall be terminated.
 - If it is found that the software product fails to conform to the specifications and the Contractor, within sixty (60) days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
 - If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in this Contract.

The County's acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within thirty (30) days from the installation date.

34. **Software – Acceptance Testing:** Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test

is to ensure that the software operates in substantial accord with the Contractor's technical specifications and meets the County's performance specifications.

35. **Software – Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor will provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

36. **Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.

37. **Software – Installation:** The installation date for the software products shall be established in accordance with the provisions below:

- a. If the County elects to install the software products, the County will have sixty (60) days from the date of receipt of the software products to initially install and evaluate the software. The date of expiration of this period shall hereafter be known as the "installation date." The Contractor shall be responsible for providing criteria and test data necessary to check out the software products.
- b. If installation by the Contractor is required by the County, the Contractor will have up to sixty (60) days from the effective date of this Contract to provide initial installation and evaluation of the software products on the County's designated CPU. The Contractor will issue written notice of the fact that the software products are operational, and the date of said notice shall be known as the "installation date." It will be at the Contractor's discretion to determine the criteria and tests necessary to allow the Contractor to issue a notice to the effect that the system is operational.

The County agrees to provide such access to its computer system as may be required by the Contractor to properly install and test the software products. The County further agrees to provide, at no cost to the Contractor, systems and production support as may be required by the Contractor during installation.

If installation by the Contractor is required by the County, the Contractor will provide such installation on the County's equipment at the rates specified in this Contract.

38. **Software – Inventions, Discoveries, Improvements:** All inventions or discoveries of or improvements to computer programs developed pursuant to this Contract shall be the property of the County. The County agrees to grant a nonexclusive royalty-free license for any such invention, discovery or improvement to the Contractor or to any other such person and further agrees that the contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Contract shall not preclude the Contractor from developing materials outside this Contract which are competitive, irrespective of their similarity to materials which might be delivered to the County pursuant to this Contract.

39. **Software – License:** The Contractor hereby grants to the County of Orange and the County accepts from the Contractor, subject to the terms and conditions of this agreement, a non-exclusive, non-transferable license to use the software products list in this agreement, hereinafter referred to as “software products.” The license granted above authorizes the County to use the software products in machine-readable form on a single computer system, designed in writing by the County to the Contractor, provided that if the designated CPU is inoperative due to malfunction, license herein granted shall be temporarily extended to authorize the County to use the software products in machine-readable form on any other County CPU until the designated CPU is returned to operation. By prior written notice to the Contractor the County may redesignate the CPU in which the software products are to be used and must do so if the redesignation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to the County with shipment of the software. In the case of an inoperative CPU, as defined above, Contractor will provide a temporary encryption/CPU ID authorization code to the County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, the Contractor will issue to the County within twenty-four (24) hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

40. **Software License – Fees and Charges:** Upon completion of installation and acceptance of software products by the County, the County will pay the license fee or recurring charge for the software products as set forth in this Contract. Charges will commence on the installation date as specified in this Contract. The Contractor shall render invoices for recurring charges or a single charge for the month for which the charges were incurred. Fees for a partial month's use will be prorated based on a thirty-day month.
41. **Software – Maintenance:** Note: This Term and Condition is applicable to software products with renewable or perpetual licenses where software maintenance is required by the County.

The correction of any residual errors in any software products which may be discovered by the Contractor or by the County will be considered maintenance. Such maintenance will be performed by the Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

- a. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
- b. Errors in the software product as verified by the Contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The Contractor will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this Contract. If the Contractor is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the Contract.

42. **Software – Protection:** The County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County's exclusive use for the purposes of this agreement only and will be held in confidence. All

proprietary data shall remain the property of the Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of the Contractor. The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

43. **Software – Right to Copy or Modify:** Any software product provided by the Contractor in machine-readable format may be copied, in whole or in part, in printed or machine-readable format for use by the County with the designated CPU to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the software product as provided below, provided, however that no more than the County- and Contractor-agreed to number of copies will be in existence under this Contract at any one time without the prior written consent from the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original and any copies of the software product, in whole or in part, which are made hereunder shall be the property of the Contractor.

The County agrees to keep any such copies and the original at a Contractor and County mutually designated County location, except that the County may transport or transmit a copy of the original of any software product to another County location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

The County may modify any non-personal computer software product in machine-readable format for its own use and merge it into other program material. Any portion of the software product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this Contract.

44. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than five (5) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid:

For Contractor:	Name:	TBD
	Attention:	
	Address:	
	Telephone:	
	Facsimile:	
	E-mail:	
For County:	Name:	County of Orange HCA/Purchasing Dept.
	Attention:	Cathy Chang, Deputy Purchasing Agent
	Address:	511 North Sycamore St Santa Ana, CA 92701
	Telephone:	(714) 834-7674
	Facsimile:	(714) 834-2657
	E-mail:	cchang@ochca.com

(Signature Page Follows)

SIGNATURE PAGE*** DO NOT SIGN THIS PAGE AT THIS TIME***

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR*

Print Name	Title
------------	-------

Signature	Date
-----------	------

Print Name	Title
------------	-------

Signature	Date
-----------	------

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name	Title
------------	-------

Signature	Date
-----------	------

APPROVED AS TO FORM

Office of the County Counsel
County of Orange, California

Print Name	Title
------------	-------

Signature	Date
-----------	------

ATTACHMENT A

SCOPE OF WORK

INTRODUCTION

The County of Orange Health Care Agency (HCA) Public Health Services (PHS) Public Health Nursing Division would like to pursue a web-based electronic system to support nursing case management activities.

The Public Health Nursing Division provides services to a diverse population of clients across the age span in a variety of settings. Case management services provided are comprehensive, which includes assessment and intervention for needs in addition to medical issues. Services are provided to clients in homes and community settings, and care coordination can be field or office based. Public Health Nurses also support epidemiological investigations and outbreaks which require the ability to document and manage data in a timely and cohesive manner.

The Public Health Nursing Division is comprised of a variety of individual programs that provide services to high risk and/or targeted populations, including pregnant women, medically fragile children and adults with chronic medical conditions. During the 2008/2009 County fiscal year, over 29,500 home visits were provided by staff in the division. Case management activities are performed in addition to these direct services to clients. Data is currently captured through paper systems and reports on activities are provided to a variety of data collection systems for reporting purposes.

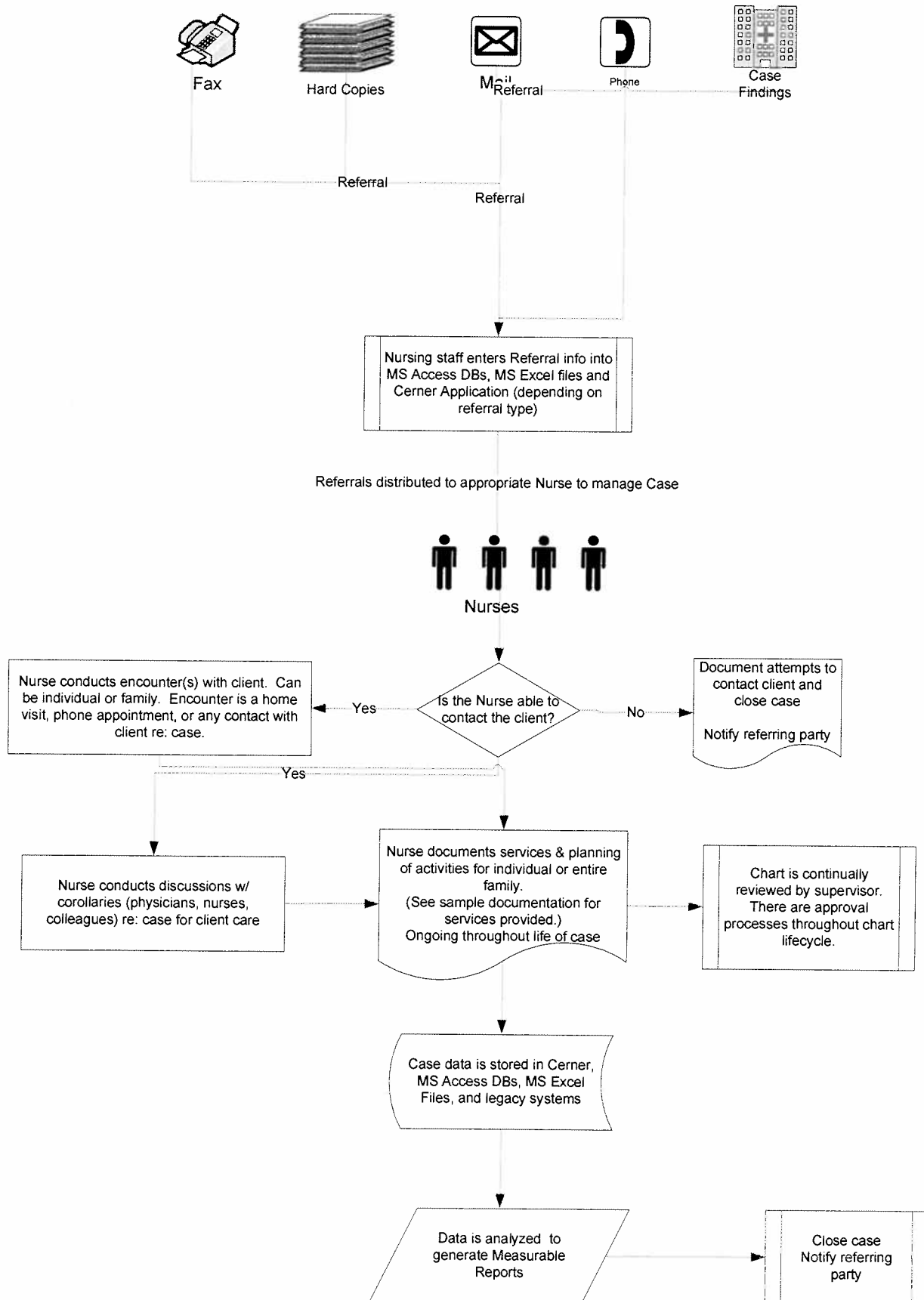
A documentation system utilized by public health nursing staff must contain several specific unique characteristics to reflect how services are delivered. A case management system needs to capture data from a variety of sources, including information collected by outside services providers and information created by the case manager. As services are provided in a variety of settings including field based work, accessibility, flexibility and efficient system components are essential to maximize direct services to clients. Unlike traditional medical or clinic based settings, public health nursing documentation must contain individual information and also reflect the needs of more than one individual (i.e. a family group). A mixture of direct encounters and case management activities occur over time and these elements are often interrelated. Although services across programs contain many similarities, unique information for each population served must also be captured in a data system. The ability to interface with other data systems and provide information to a variety of sources is critical to support the work process.

PROJECT TIMEFRAME

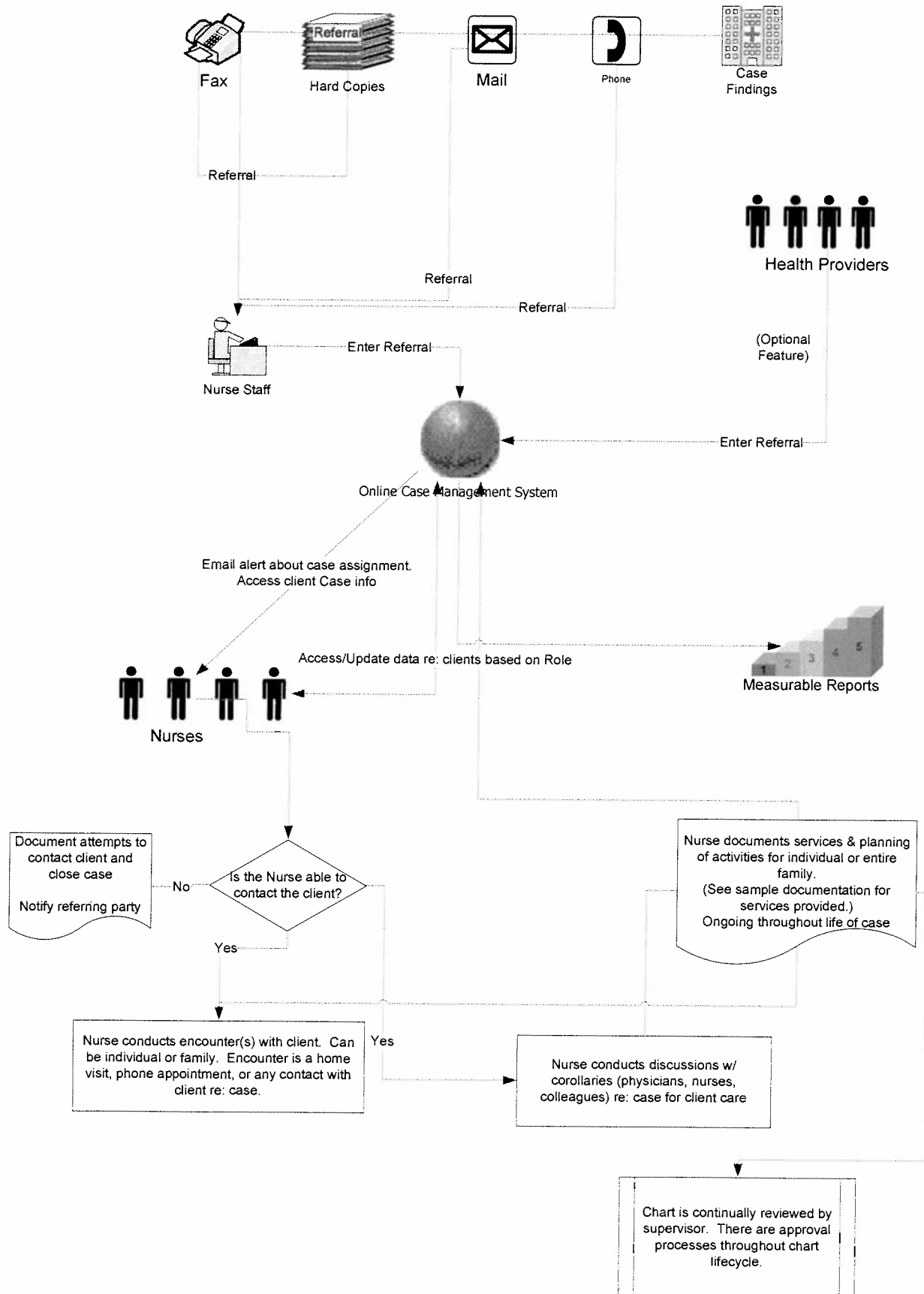
The County has limited time to expend the grant funds available for this project. This project must be completed by **July 31, 2010**. Therefore, an "out of the box" solution is more practical rather than a customized web development initiative due to the limited timeframe. All of the details and guidelines of this project will be outlined in the Contract once it is awarded.

PROCESSES

Current Process



Proposed Process



SYSTEM COMPONENTS

Goals of the system

The nursing case management system should achieve several factors in its execution.

Data and information should be captured to:

- Streamline processes for staff in the documentation of their service delivery
- Avoid duplication of entry by populating data into multiple sections
- Not solely be a mechanism to record information, but integrate the information components contained in the system
- Be archived for >18 years for some programs
- Reflect inter-relatedness of information

The following components are defined broadly to assist in providing the framework for the system as a whole.

Referrals

This section contains information provided by the referring sources including demographic data and client information to inform the programs about services requested. This information is considered protected health information. The referral component should have the capability to be accessed from the web, be secure and HIPAA compliant, and contain some mandatory fields to promote prompt management of referrals. Ideally, this component will allow for a reply to referral source on client outcomes after services are provided. Referrals would be received for five (5) separate programs. Also, ideally, the system will detect duplicate referrals or identify clients currently receiving services by a program. Referrals average approximately 1,000 per month for all programs.

Home Visit/Encounter

This section should have the ability to capture information on the encounter with the client. Information should populate from the referral section and information recorded should drive the service plan and referral components. This component should have flexibility to capture the variety of settings in which services are provided (i.e.: home in community, etc.). This component should contain some mandatory fields, drop down sections and links to free narrative as needed. Approximately 30,000 HV are provided yearly (which includes duplicated clients). The component can vary from one encounter for a client to multiple visits for the client family over an approx. 2 ½ year period. Encounters should link for family members. Encounter information contains some similarities between programs, but must also allow for differences based upon the population served. Similarities and differences are defined in more detail in subsequent sections.

Assessment

This section will have the widest variety and range of data and information. Information and data must be collected on clients with a range of age and diagnoses. Assessments will be performed on newborns, pregnant women and adults with different assessment categories and items for each stage of the life span. Similarities will be seen across programs, for example services to pregnant women with a different high risk focus but the assessment categories will fundamentally be similar. All programs potentially can assess clients for communicable diseases, three (3) programs serve pregnant women, three (3) programs serve children, and three (3) programs serve adult clients. Assessments performed are holistic in approach and include but are not limited to physical examination, psychosocial factors, barriers to obtaining health services such as lack of transportation, diagnostic studies, and disease specific information such as CD case or contact information. Information in this section must have the capability to link to scanned documents or information in other data systems, e.g., birth records sent by referring

agency, or forms required by a variety of funding sources. Assessment information should link to other encounters and populate to the service plan.

Linkages/Referrals

This component should have the ability to record and track referrals and linkages made by the case manager on behalf of the client. These referrals should populate to subsequent encounters and also in a management system for the case manager. A management system allows for inputting of follow-up parameters and for planning. Activities relating to the referral may be performed by the case manager in addition to the client encounter. These activities should have a separate section for documentation but also link to client charts or to the family unit. For example, the nurse may collect the referral source, such as a physician office, to arrange for an appointment for the client, which will need to be documented separately from the encounter but should relate in the system to the encounter, case plan and populate to a reminder system for the case manager. Linkage and referrals will be performed by all case managers in all programs, but the referrals sources will need to be customized for each program. Some commonalities will be seen for all programs, such as food resources or specific for population groups such as pregnant clients (e.g., breastfeeding support).

The Provider Referral feature in the "Proposed Processes" diagram is to be priced out separately.

Case Plan

This component reflects the case plan developed with and on behalf of each client. Data from other components should feed into this section to reduce duplication of entry. Although standardized care plans can be developed for a framework, customization should be possible. This section should have the flexibility to be updated throughout the life cycle of services regardless of the length of services. As with the linkage component, some commonalities across program with uniqueness to population groups are also essential.

Supervisory management

A supervisory level of access is required for supervisors and managers to support and review activities of staff. Access should allow for review of individual client information with the ability to add electronic signature where appropriate. Reports should be generated to review caseload, case status and calendar for staff. Outcome data for supervisory reports such as number of visits, types of referrals should be available along with the ability for ad hoc reports. There are 9 to 10 programs with unique reporting requirements or unique services with these programs [such as Medically High Risk Newborns (MHRN) with Public Health Community Nursing (PHCN)].

Case Managers

Case managers should have the ability to view summary caseload data and individual case information. Documentation should be inter-related to avoid duplication of entry into other sections, and also prompt reminders for charting follow-up. Information ideally should interface with and populate to calendars, mileage information, routing slips, time studies or other supporting functions for case managers.

BUSINESS REQUIREMENTS

Overview of System

1. The proposer will be required and must include in the quote the time required to understand the current business processes and highlight different technologies to improve and enhance workflow. This request is not to make the current documents into an electronic format; it is to have technology help to improve health care services provided to the community of Orange County.
2. The system must be a role based application requiring specific security rights to access data.
3. The system must be user friendly and intuitive. There should be a context based help feature to guide the user throughout the application

4. The system must be HIPAA compliant.

ENTERING CLIENT DATA

5. The system must have the ability to log client visit(s)/encounter(s) and other pertinent information such as, reason for visit, services rendered, resources used during the visit, etc.
6. The system should have the ability to record the service plan including specific referrals with identified target dates for completion.
7. The system must have the ability to document case management activities using case notes with the following features
 - a. Maintain case notes using MS Word.
 - b. Record case notes as private, organization specific or case manager specific.
 - c. Maintain case notes by case types.
 - d. Spell Check
8. The system must have the ability to manage client chart information throughout its entire life cycle for each encounter and intervention per the diagramed workflows.
9. The system must have the ability to create any number of online forms with the desired data elements for the users to complete. The forms must be flexible enough to allow entry for free form of data as well as drop down menu options to multiple combo box selections.
10. The system must be flexible (customizable) enough to adapt to changes in the program and to manage disease outbreaks with complex and evolving variables.
11. The system must allow the users to upload attachments and associate them with a particular chart. Examples of file formats, but not limited to, are PDF, MS Word, MS Excel, and Text.
12. The system must have all of the features necessary to be compliant with a Targeted Case Management (TCM) application. All of the components should be easily documented. The specifics data elements of TCM will be provided during the full requirements gathering phase.

MANAGING CLIENT DATA

13. The system must have the ability to e-mail and fax documents to other individuals or groups. The system must allow for printing of every necessary document with ease.
14. The system must be able to easily interface with existing County purchased applications as well as non-County purchased applications to capture data and other data management systems utilized by the program. This will reduce duplication of data entry.
15. The system must have the ability to cross reference other individuals including all family members. Example: If working on mother's profile, the user can easily switch to another family member's profile.

REPORTING

16. The system must have standard reports accessible to users. (TBD)
17. The system must have ad-hoc reporting capabilities. The reporting capability must be robust in the sense that the users can write their own reports rather than rely on HCA IT or Contractor staff to write them.
18. The system must allow the user to export the report data in Excel, MS Word, and PDF.

TECHNICAL REQUIREMENTS

1. The system should be accessible via the Web for any user running Windows Explorer 6.0 or greater.
2. The user should be able to use the application with ease while out on the field with clients.
3. The website should only be accessible via the HCA network.
4. The system should be able to easily interface with existing County purchased applications as well as non-County purchased applications to capture data and other data management systems utilized by the program. This will reduce duplication of data entry.
5. No components shall have to be loaded on the client's machine. Everything should run on the server.

6. There should be knowledgeable technical support staff during normal business hours during and after implementation per an agreed upon maintenance Contract.
7. The application must be ADA and HIPAA compliant.
8. The system shall be a web-based, fully data-integrated, off-the-shelf or a custom built application that provides secure access to patient data. Patient Health Information (PHI) must be securely protected pursuant to HIPAA standards.
9. The system must include interoperable and secure web-based communications capabilities (i.e. secure email and faxing) so that cases may be reviewed and discussed between individuals and other provider groups without compromising patient confidentiality.
10. Proposer shall submit the options for hosting the application at Contractor's site and Software-as-a-Service (SAAS) or specify the hardware requirements for HCA to host the application.
11. Contractor must provide software maintenance/support services. Contractor shall provide a single point of contact for software support, such as a help desk, available eight (8) hours per day, five (5) days a week.
12. Contractor shall work with HCA IT to assist them in their initial configuration.

Security Requirements:

1. The Contractor shall be required to have formal, published IT security policies that address how they manage and maintain the internal security posture of their own infrastructures. The Contractor shall be required to clearly demonstrate that additional security features are in place to protect systems and data in the unique environment of the service provider model: namely, security issues associated with storing County-owned data on a remote server that is not under direct County control and the necessity of transferring this data over an untrusted network.
2. The system must have audit trail for log in and modifications made to any forms or documentation within the system.
3. The Contractor must be able to successfully meet all County of Orange HCA Security requirements as set forth in this documentation.
 - Role based (user authenticated and assigned a role, with access controlled based on that role)
 - Support measures to define, attach, modify and remove access rights for all classes of users
 - Support measures to enable and restrict access to the whole and/or sections of the technology solution in accordance with prevailing consent and access rules
 - Support measures to ensure the integrity of data stored in and transferred to and from other systems
 - Support measures to ensure the confidentiality of data stored and transmitted (encryption)
 - Work toward meeting the evolving standards for authentication as they become available
 - Support password management measures including but not limited to password expiration, account lockout and complex passwords
 - Support session inactivity timeouts

Audit:

- Support recording of the nature of each access and/or modification
- Support audit capability sufficient to track accountability for each step or task in the clinical or operational processes recorded in the record

Deliverables:

The following items are to be provided by the Contractor:

- Contractor risk acceptance / compliance statement
- Business Continuity Plan Summary (as related to service provided)
- SAS-70 Type II audit results (if applicable)

- Security Waiver form (if needed)
- Security Contact Identification (24x7x365)
- Contractor URL for its security policies
- Contractor URL for its incident management process
- ISO SOX compliance certificate (if applicable)
- Contractor access management policy (user IDs,, passwords, administrative controls, etc.)
- Contractor security test plan, test schedule and results
- Contractor access control and log management plan

Deliverables and Documents

As Contractors may be granted access to County proprietary information, IT staff, and systems; the County has outlined various deliverables and documents in relation to County data security that the Contractor must provide to the County within thirty (30) days of the start of any contract. The County shall review these deliverables and documents prior to final Contract approval and the provision of actual access to the resources or transfer of any information related to the Contractor

Deliverables and Documents to be provided by the Contractor:

a. Staff Related Items

- Pre-Employment Screening Policy/Procedure
- Background Checking Procedure
- Ongoing Employment Status Validation Process
- Staff Roster and Duties

b. Security Related Items

- IT Security Staff Usage Policy
- IT Security Policies and Procedures
- IT Operations Security Policy
- Data Management Security Policy
- Document & Intellectual Property Management Policies
- Security Incident Notification and Management Process

c. IT Systems-Related Items

- Business Continuity Plan as it relates to Contractor systems and County data
- Policies related to data, tapes, and resources that will be removed from County facilities

ATTACHMENT B**COMPENSATION / PAYMENT****1. COMPENSATION**

This is a fixed fee price Contract not to exceed \$TBD for the term of the Contract between the County and the Contractor for a **NURSING CASE MANAGEMENT SYSTEM** as provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and R of the County's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, state or federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. PAYMENT TERMS

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the program manager or designee and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

INVOICE(S) AND ALL SUPPORTING DOCUMENTATION SHALL BE SENT TO:

COUNTY OF ORANGE
HCA-ACCOUNTING
P.O. BOX 689
SANTA ANA, CA 92702-0689

4. INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address

2. Contractor's remittance address (if different from 1 above)
3. Name of County Agency Department
4. County Contract number (Master Agreement #) – TBD
5. Purchase Order/Delivery Order (Subordinate Agreement #) - TBD
6. Service date(s) – Month of Service
7. Rate
8. Deliverables / Service description (in accordance with Attachment C)
9. Contractor's Federal I. D. number and California Sales Tax Permit Number (for out of state firms)
10. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager or designee is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C

COST SUMMARY/PRICING

(TBD)

ATTACHMENT D**CONTRACTOR SECURITY REQUIREMENTS**

The Contractor assumes the responsibility for protecting the County's assets and maintaining their integrity, confidentiality, and availability.

Contractors shall be required to have formal, published IT security policies that address how they manage and maintain the internal security posture of their own infrastructures. The Contractor shall also clearly demonstrate that additional security features are in place to protect systems and data in the unique environment of the service provider model: namely, security issues associated with storing County-owned data on a remote server that is not under direct County control and the necessity of transferring this data over an entrusted network.

Provide all security policies and procedures to the County for review and approval upon the County's request and, at a minimum provide said policies and procedures yearly for County's review and approval. All documentation shall be provided in electronic format for the County's review.

These policies shall include, but not be limited to, the following:

- **IT Staff Usage Agreement.** All Contractor employees performing services for the County shall sign and agree to an IT usage agreement as part of an overall security training and awareness program. At a minimum, Contractor employees shall sign a statement of understanding regarding Internet dangers, IT security, and IT ethics and best practices,
- **IT Security Policies and Procedures.** The Contractor shall provide its IT security policies and procedures for review by the County.
- **IT Operations Security Policy.** The Contractor shall provide for review by County its written standards for operational security for any facilities where County data, staff or systems shall exist. These documents shall include, but not be limited to, physical security, network security, logical security, systems/platform security, wireless access, remote access, and data protections.
- **Data Management Security Policy.** The Contractor shall provide its policy for the safeguarding and management of all data provided by the County or accessed as part of system integration testing and maintenance. This policy shall, at a minimum, cover check-in, check-out, copy control, audit logs and separation of duties.
- **Security Incident Notification and Management Process.** The Contractor shall provide a detailed document that outlines the contact names and order and escalation of events that will occur in the case of a security breach concerning County staff, data, or systems. This document shall be updated immediately upon any change. The Contractor shall be held liable to the time-tables and protections outlined in the document.

In addition to developing, maintaining, and enforcing the above named policies, the Contractor shall:

- Comply with all legal and regulatory requirements as they relate to the County's systems and data. These include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), SB1386 compliance, Payment Card Industry (PCI) Data Security Standards, and Sarbanes-Oxley (SOX).
- Bear the cost of compliance for changed security policies and procedures, unless such change is either unique to the County or customarily paid for by the Contractor's other customers.
- Comply with reasonable requests by the County for audits of security measures, including those related to ID and password administration.

- Comply with reasonable requests by the County for onsite physical inspections of the location from which the Contractor provides services.
- Provide the County with any annual audit summaries and certifications, including but not limited to ISO or SOX audits.

Designate a single point of contact to facilitate all IT security activities related to services provided to the County. Such contact shall be available on a 7/24/365 basis.

Business Continuity / Disaster Recovery Plans

Third party contractors are required to have a viable risk management strategy that is formally documented in a Business Continuity Plan (BCP) and/or a Disaster Recovery Plan (DRP). This BCP/DRP plan(s) shall identify recovery strategies within the application service areas, outline specific recovery methods and goals, and provide the maximum time required to restore service

Backup and Restores

The Contractor is to provide their Backup and Restore Policy and Procedure which includes their backup data security strategy. These procedures shall allow for protection of encryption keys (if applicable) as well as a document media destruction strategy including media management tasks (i.e., offsite vaulting and librarian duties).

Staff Verification

For any employee a contractor contemplates using to provide services for the County, the Contractor shall use its standard employment criteria as used for similar services provided to other customers in evaluating the suitability of that employee.

At a minimum, subject to the requirements of applicable law, such criteria shall include the information as outlined below for each employee:

- **Relevant Skills, Licenses, Certifications, Registrations.** Each service employee must possess the educational background, work experience, skills, applicable professional licenses, and related professional certifications commensurate with their position. The County may, at any time and at its sole discretion, request that the Contractor demonstrate compliance with this requirement as applicable to the nature of the services to be offered by the Contractor's employee. The County may, at its sole discretion, also request the Contractor's certification that the Contractor employee has undergone a chemical/drug screening, with negative results, prior to granting access to County facilities.
- **Background Checks.** In accordance with applicable law, the Contractor shall, at the County's request, obtain as a condition of employment a background investigation on any Contractor employee selected to work for the County. The security and background investigation shall include criminal record checks, including records of any conviction in the U.S. or other relevant jurisdiction where the employee resides. Costs for background investigations will be borne by the Contractor.

At a minimum, subject to the requirements of applicable law, the Contractor shall:

1. Ensure that all Contractor service employees performing applicable services or supporting the Contractor's duties and obligations under a County agreement: (i) have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any laws; and (ii) have not been on any list published and maintained by the Government of the United States of America of persons or entities with whom any United States person or entity is prohibited from conducting business.

2. Follow such verification procedures as may be reasonably specified by the County from time to time. If either the Contractor or the County becomes aware that any Contractor employee has been convicted of a crime involving violence, fraud, theft, dishonesty or breach of trust, or has been included on any such list of persons or entities convicted of such crimes, then the Contractor shall promptly remove the employee from providing services to the County and prohibit that employee from entering any facilities at which services are provided.
3. Annually certify to the County that, to the best of its knowledge, none of the service employees have been convicted of any felony involving fraud, theft, dishonesty or a breach of trust under any laws.

IT Physical Security and Access Control

The Contractor shall establish processes and procedures that are, at a minimum, consistent with best practices.

Contractor employees are expected to:

- Comply with facility access procedures, including sign-in/sign-out requirements and use of assigned ID badges
- Scan ID badges at any secure door and/or entrance and exit gates, including any door or gate that may already be open
- Refrain from using recordable media in conjunction with County-owned equipment
- Comply with sign-in/sign-out requirements for materials and/or equipment
- Adhere to a facility's established emergency, safety and evacuation procedures
- Report any unsafe conditions to the facility's Department Safety Representative (DSR)
- Report any access violations or security threats to the facility's Local Security Administrator (LSA)

IT Security Compliance and Training

The Contractor shall ensure that all Contractor employees comply with security policies and procedures and shall take all reasonable measures to reduce the opportunity for unauthorized access, transmission, modification or misuse of the County's data by Contractor employees.

The Contractor shall ensure that all Contractor employees are trained on security measures and practices. The Contractor will assume the cost to provide training.

At a minimum, the Contractor is expected to:

- Ensure that a formal disciplinary process is defined and followed for Contractor employees who violate established security policies and procedures.
- Proactively manage and administer access rights to any equipment, software and systems used to provide services to the County.
- Define, maintain and monitor access controls, ranging from physical access to logical security access, including a monthly review of Contractor employees' access to systems used to provide services to the County.

The Contractor shall monitor facilities, systems and equipment to protect against unauthorized access.

At a minimum, the Contractor is expected to:

- Monitor access to systems; investigate apparent security violations; and notify the County of suspected violations, including routine reporting on hacking attempts, penetrations and responses.
- Maintain data access control and auditing software and provide adequate logging, monitoring, and investigation of unusual or suspicious activity.
- Initiate immediate corrective actions to minimize and prevent the reoccurrence of attempted or actual security violations.
- Document details related to attempted or actual security violations and provide documentation to the County.
- Provide necessary documentation and evidence to the County in connection with any legal action or investigation.
- Ensure that all equipment used to provide services to the County is protected by antivirus software with the latest patches installed.

Data Privacy

Encryption shall be used to protect data whenever technically possible.

Security Testing

The Contractor shall perform a series of steps to verify the security of applications to be defined. The Contractor is expected to:

1. Look for vulnerabilities at various layers of the target environment. In the lowest layer, the Contractor's testing team will look for flaws in the target network environment, including any routers and firewalls designed to control access to the web server and related target components. The team will attempt to determine whether such filters provide adequate protection at the network layer of the target hosts that the team can reach across the Internet.
2. Look for flaws in the Internet-accessible hosts associated with the target infrastructure, including the web server. This host-based component of the test will analyze which network-accessible services are available on the target hosts across the Internet, including the web server process. The testing team will look for incorrect configuration, unpatched or enabled services, and other related problems on the target hosts.
3. Use a combination of tools, utilities and methodologies to review the various points of potential security failure.

This review will include but not be limited to:

- The web application (i.e., the software that interacts with users at their web browsers; typically custom-crafted code created by the web development team)
- The web server application (the underlying software that sends and receives information via HTTP and HTTPS, typically off-the-shelf software such as Microsoft's IIS or the open-source Apache software)
- Any separate backend application servers that process information from the web application

- The backend database systems that house information associated with the web application.
- Infrastructure diagrams illustrating best practices and security weaknesses
- Configuration host review of settings and patch versions, etc.
- Full code review
- Identification of well-known web server, code engine, and database vulnerabilities
- Identification of any server and application administration flaws and an exploitation attempt of same
- Analysis of user interface, normal application behavior, and overall application architecture for potential security vulnerabilities
- Analysis of data communications between the application and databases or other backend systems
- Manual analyses of all input facilities for unexpected behavior such as SQL injection, arbitrary command execution, and unauthorized data access
- Analyses of user and group account authentication and authorization controls to determine if they can be bypassed
- Identification of information leakage across application boundaries, including the capability to enumerate other users' data and "show code" weaknesses that reveal internal application logic
- Identification of areas where error handling is insufficient or reveals too much sensitive information
- Identification of opportunities to write to the host file system or execute uploaded files
- Identification of product sample files, application debugging information, developer accounts or other legacy functionality that allows inappropriate access
- Determination as to whether or not fraudulent transactions or access can be performed
- Attempts to view unauthorized data, especially data that should be confidential
- Examination of client-side cached files, temporary files, and other information that can yield sensitive information or be altered and re-submitted
- Analysis of encoded and encrypted tokens, such as cookies, for weakness or the ability to be reverse engineered

ATTACHMENT E**HIPAA BUSINESS ASSOCIATE****TERMS AND CONDITIONS****A. GENERAL PROVISIONS AND RECITALS**

1. The parties agree that the terms used, but not otherwise defined below, shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it may exist now or be hereafter amended.

2. It is agreed by both parties that Contractor is a Business Associate of County for the purposes of this Contract.

3. It is understood by both parties that the HIPAA Security and Privacy Rules apply to the Contractor in the same manner as they apply to the covered entity (County). Contractor shall therefore at all times be in compliance with the applicable provisions of both the Privacy and the Security Rules as are described in Sections B.4 and B.5. below, and is responsible for complying with the issued regulations for said rules, as they currently exist or are hereafter amended, for purposes of safeguarding any Protected Health Information (PHI) used or generated by Contractor consistent with the terms of this Contract.

4. It is understood by both parties that the Privacy Rule does not pre-empt any state statutes, rules or regulations that impose more stringent requirements with respect to confidentiality of PHI.

5. County wishes to disclose certain information to Contractor pursuant to the terms of this Contract, some of which may constitute PHI as defined in Section B.6. below.

6. County and Contractor intend to protect the privacy and provide for the security of PHI disclosed to the Contractor pursuant to this Contract, in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services as they may now exist or be hereafter amended.

B. DEFINITIONS

1. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information.

a. For purposes of this definition, compromises the security or privacy of the Protected Health Information means poses a significant risk of financial, reputational, or other harm to the Individual.

b. A use or disclosure of Protected Health Information that does not include the identifiers listed at §164.514 (e) (2), date of birth, and zip code does not compromise the security or privacy of protected health information

c. Breach excludes:

1) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at a covered entity or business associate to another person authorized to access Protected Health Information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

3) A disclosure of Protected Health Information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

3. "Individual" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

4. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

5. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C."

6. "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.

7. "Required by Law" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.103.

8. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

9. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or disclose PHI other than as permitted or required by this Contract or as required by law.

2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other

than as provided for by this Contract.

3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

4. Contractor agrees to report to County within five (5) business days any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware.

5. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from County, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information.

6. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to COUNTY or, as directed by County, to an Individual in order to meet the requirements under 45 CFR Section 164.524.

7. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR Section 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

8. Contractor agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County, available to County and the Secretary, in a time and manner as determined by County, or as designated by the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

9. Contractor agrees to document any disclosures of PHI and to make information related to such disclosures available as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

10. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with this Contract, in order to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

11. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Section B.1.c. above.

D. SECURITY RULE

1. Security. Contractor shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. Contractor shall follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of PHI.

2. Agents and Subcontractors. Contractor shall ensure that any agent, including a

subcontractor, to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the PHI.

3. Security Incidents. Contractor shall report any "security incident" of which it becomes aware to County. For purposes of this Contract, a security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured Protected Health Information, Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official, pursuant to 45 CFR 164.412.

2. A Breach shall be treated as discovered by Contractor as of the first day on which the Breach is known to the Contractor, or by exercising reasonable diligence, would have been known to Contractor.

3. Contractor shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of the Contractor, as determined by federal common law of agency.

4. Contractor shall provide the notification of the Breach without unreasonable delay, and in no case later than five (5) business days after a Breach.

5. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification. Thereafter, Contractor shall provide written notification containing the contents stated below, within five (5) business days. Contractor shall be required to provide any other information relevant to the Breach in writing, as soon as discovered, or as soon as the information is available.

6. Contractor's notification shall include, to the extent possible:

a. The identification of each Individual whose unsecured protected health information has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach,

b. Any other information that County is required to include in the notification to Individual it must provide pursuant to 45 CFR §164.404 (c), at the time Contractor is required to notify COUNTY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address,

account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

7. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404 if it is reasonable to do so under the circumstances, at the sole discretion of the County.

8. In the event that Contractor is responsible for, or suffers a Breach of Unsecured Protected Health Information, in violation of the Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County as required by the Breach Notification regulations, or in the alternative, that the use or disclosure did not constitute a Breach as defined in 45 CFR § 164.402.

9. Contractor shall maintain documentation of all required notifications required pursuant to this Contract in the event of an impermissible use or disclosure of Unsecured Protected Health Information, or its risk assessment of the application of an exception to demonstrate that the notification was not required.

10. Contractor shall provide to County all specific and pertinent information about the Breach to permit County to meet its notification obligations under the HITECH Act, as soon as practicable, but in no event later than fifteen (15) calendar days after reporting the initial Breach to the County.

11. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of fifteen (15) calendar days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

12. Contractor shall bear all expense or other costs associated with the Breach, and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Except as otherwise limited in this Contract, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by County or the minimum necessary policies and procedures of County.

2. Contractor is permitted to use PHI as necessary for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor. (ref. 45 C.F.R.

164.504(e)(4)(i)(A-B)).

3. Contractor is permitted to disclose PHI received from County for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor, provided:

a. The disclosure is required by law; or

b. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent unauthorized use or disclosure of the PHI, and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the Information has been Breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

4. Contractor is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of County.

G. OBLIGATIONS OF COUNTY

1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI.

2. County shall notify Contractor of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure of PHI.

3. County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Notwithstanding the Termination provisions set forth in this Contract, the Contract shall only terminate when all of the PHI provided by County to Contractor, or created or received by CONTRACTOR on behalf of County, is destroyed or returned to County, or if infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.

2. In addition to the rights and remedies provided in the Termination paragraph of this Contract, upon County's knowledge of a material breach by Contractor of the requirements of this Paragraph, County shall either:

a. Provide an opportunity for Contractor to cure the material breach or end the violation and terminate this Contract if Contractor does not cure the material breach or end the violation within

thirty (30) business days; or

b. Immediately terminate this Contract if Contractor has breached a material term of this Contract and cure is not possible; or

c. If neither termination nor cure is feasible, County shall report the violation to the Secretary of the Department of Health and Human Services.

3. Upon termination of this Contract, all PHI provided by County to Contractor, or created or received by Contractor on behalf of County, shall either be destroyed or returned to County as provided in the Termination paragraph of this Contract, and in conformity with the Privacy Rule.

a. This provision shall apply to PHI that is in the possession of subcontractors or agents of CONTRACTOR.

b. Contractor shall retain no copies of the PHI.

c. In the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

EXHIBIT A**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS
(NOT REQUIRED AT THIS TIME)**

In order to enhance the child support collection efforts of the County of Orange Child Support Services, all contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity.

In addition, all contractors must provide:

- A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the Contractor agrees to furnish the required contractor data and certifications to the Contract Administrator, Purchasing Agent or the Agency/Department Deputy Purchasing Agent.

Information provided shall be submitted to the Child Support Office, which has been charged with the establishment and enforcement of child support orders. Copies shall not be retained by the requesting agency.

Failure of the Contractor to submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

The successful Contractor may use the forms supplied herein to furnish required information listed above.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Note: If no individual owns ten (10) percent or more, write "NA"

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

CHILD SUPPORT ENFORCEMENT CERTIFICATE

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Master Agreement No. _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract."

Signature*	Name (Please Print)
Title	Date
TBD	
Company Name	
TBD	
Master Agreement Number	

***Two signatures required if a corporation.**

Signature*	Name (Please Print)
Title	Date
TBD	
Company Name	
TBD	
Master Agreement Number	

Question and Answers for Bid #042-604880-CC - NURSING CASE MANAGEMENT SYSTEM

OVERALL BID QUESTIONS

Question 1

Is there a budget assigned to this? If you can not disclose, is it over or under \$1 million? (Submitted: Apr 7, 2010 4:42:10 PM PDT)

Answer

- The budget is \$150,000 (one hundred fifty thousand). (Answered: Apr 7, 2010 4:57:05 PM PDT)
- This project is awarded by a grant. The grant requires the project be completed by July 31, 2010 and payment be made by September 30, 2010. County shall make payment upon receipt of an approved invoice. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 2

On page 17 of the RFP it says that "It is desirable that at least one reference be located in Orange County". How significant is it for the bidder to have a reference in Orange County? (Submitted: Apr 14, 2010 11:15:59 AM PDT)

Answer

- Since service will be provided here in Orange County, the County desires to check at least one reference provided by Contractor within the Orange County area. Please note that it is not a requirement but it is desirable information. Thank you. (Answered: Apr 16, 2010 1:41:23 PM PDT)

Question 3

Is the \$150,000 budget per year and if yes has that been funded by an ongoing grant or earmarked county funds? (Submitted: Apr 14, 2010 12:21:57 PM PDT)

Answer

- The \$150,000 budget is the total price for the Case Management System. Any ongoing costs will be evaluated and determined whether they will be approved based on the budget. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 4

Requirement 7a. Maintain case notes using MS Word

-Does this mean exporting case notes and annotation to MS Word or the ability to add a MS Word attachment to the case record? (Submitted: Apr 15, 2010 11:48:47 AM PDT)

Answer

- The users should be allowed to attach MS Word documents as well as export to MS Word. The "Comment" fields for case notes should allow for spell check similar to MS Word. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 5

2) Requirement 8. The system must have the ability to manage client chart information throughout its entire life cycle for each encounter and intervention per diagramed workflows.

-Are there additional needs for data redaction or encryption of chart data at certain points or when given to certain users? (Submitted: Apr 15, 2010 11:49:08 AM PDT)

Answer

- No. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 6

3) Requirement 13. The system must allow for printing of every necessary document with ease.

-Is this a pixel perfect printout of the document measured against a specific or approved form? (Submitted: Apr 15, 2010 11:49:22 AM PDT)

Answer

- No. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 7

4) Requirement 14. The system must be able to easily interface with existing County purchased applications as well as non-county purchased applications...

- Is it possible to get a list of application to better understand the systems and formats of data we'll be integrating with. (Submitted: Apr 15, 2010 11:49:39 AM PDT)

Answer

- There are several applications. The Enterprise system currently being using by the Health Care Agency is Cerner. We understand there may be limitations outside of the vendor's control due to access of propriety databases. We would like to see what capabilities are in the market to allow for interaction between different system/databases.

(Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 8

The system should be accessible via the web for any user running Windows Explorer 6.0 or greater.

We offer a web based solution, however in accordance with prevailing IT security best practices, and Microsoft's own recommendation we have deprecated official support for IE 6.0. Our product is officially supported on IE 7 and IE 8. Is this going to be a big problem? (Submitted: Apr 15, 2010 11:50:00 AM PDT)

Answer

- This will not be a problem. The County of Orange Healthcare Agency will not support Internet Explorer 6.0 after July 1, 2010. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 9

When can we expect to receive answers to our questions? Assuming it takes Orange County a week to answer our questions, is one week to turn the final response around, enough time? (Submitted: Apr 15, 2010 11:50:13 AM PDT)

Answer

- All answers have been posted. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 10

How will nurses interact with the web based system? What device will they be using, will it have mobile internet access. (Submitted: Apr 15, 2010 11:50:30 AM PDT)

Answer

- Currently, the nurses have a laptop with a mobile air card to access the Internet while out in the field. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 11

How many users need ability to enter referrals, and what channel do we anticipate that coming through? Customer Portal? (Submitted: Apr 15, 2010 11:50:42 AM PDT)

Answer

- There are many entities that submit referrals. There could be over 100. Do not limit the application to the number of users that have access to enter referrals. The channel must be through a secure web based solution. Please remember this portion is optional and should be quoted separately. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 12

Will we need to support DSM (diagnostic and Statistical Manual of Mental Disorders) codes in the system or any other codes like this, like FSA does (Submitted: Apr 15, 2010 11:50:54 AM PDT)

Answer

- No. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 13

Will the customer desire the creation of work plans based on the creation of specific case types? (Submitted: Apr

15, 2010 11:51:06 AM PDT)

Answer

- Yes. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 14

Please explain in more detail what item 3 under Tech Reqts means on page 49. "The website should be accessible from HCA network"? (Submitted: Apr 15, 2010 11:51:17 AM PDT)

Answer

- The website is to be accessible only within the County of Orange Health Care Agency's Intranet for security reasons. The only exclusion is the referral portion. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 15

What resources will Orange County provide during the course of the project (aside from the project manager)? If any, what roles will they be expected to play and what skills will they possess. (Submitted: Apr 15, 2010 11:51:27 AM PDT)

Answer

- There will be subject matter experts for all programs within Nursing available to answer questions. IT will also play a role assisting with questions and making sure all HCA specific guidelines are followed. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 16

Will Orange County provide a resource to manage compliance (HIPAA, SOX, etc.), or will this be the sole responsibility of the contractor? (Submitted: Apr 15, 2010 11:51:40 AM PDT)

Answer

- There will be a resource available to answer questions to ensure HCA security and HIPAA standards are met. This resource will not be available full time, but will be there to consult as needed. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 17

Is the desired intent to have all scope delivered within year 1 (with a single phase of implementation)? Will there be any additional scope added as part of subsequent phases which will need to be included in the maintenance fees for years 2 and 3? (Submitted: Apr 15, 2010 11:51:56 AM PDT)

Answer

- Due to the limitations of the grant, we would like to have as much work completed by July 31, 2010 as possible. We understand this is a very tight deadline, therefore a customizable "out of the box" solution makes more sense rather than creating the application from scratch. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 18

What is the change management process to be followed during the course of the engagement? Will there be an opportunity to revise scope/pricing subsequent to all requirements being fully analyzed? (Submitted: Apr 15, 2010 12:26:34 PM PDT)

Answer

- We will not have much opportunity to change the scope and pricing once the contract is awarded. We have outlined the requirements, but we do understand the vendor is expected to gather detailed requirements as well. We are looking for a fixed price bid, but there may be an opportunity for change if a major scope is changed in the project. We would like to avoid this as much as possible due to budget constraints. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 19

Does the proposed process for entering referrals assume manual data entry from all sources, or is there a requirement for automation (i.e., fax)? (Submitted: Apr 15, 2010 12:26:52 PM PDT)

Answer

- Manual data entry. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 20

Are there any additional systems with which the proposed system will need to integrate? (Submitted: Apr 15, 2010 12:27:06 PM PDT)

Answer

- Please see answer to Question 7. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 21

What are the requirements for initial data conversion (i.e., populating the proposed system with data from legacy systems)? (Submitted: Apr 15, 2010 12:27:19 PM PDT)

Answer

- We do not intend to populate data from legacy systems. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 22

How are duplicate referrals identified? What systems/processes currently exist to ensure data cleanliness? What is envisioned for the proposed solution? (Submitted: Apr 15, 2010 12:27:31 PM PDT)

Answer

- The current process to locate duplicates is manual. The vendor will need to propose options to identify duplicates. (i.e. Name, date of referral, type of service, referring party, etc.) (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 23

What devices will the system need to support (i.e., mobile, tablet, etc.)? (Submitted: Apr 15, 2010 12:27:44 PM PDT)

Answer

- Currently, the nurses have laptops along with an air card to access the Internet while at the patient's location. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 24

What types of reports will be required to be delivered during the initial implementation? Will the system be required to be accessible only after first logging on to the HCA network? (Submitted: Apr 15, 2010 12:27:55 PM PDT)

Answer

- The system must have an easy to use ad hoc reporting feature that we can save custom report as standard reports for future use by the users and accessed by role. Information for pre-built reports can be gathered during the detailed requirements phase. The system can only be accessed within the HCA network (Intranet) except for the referral portion. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 25

Payment terms – Will you accept milestone billing? (Submitted: Apr 15, 2010 12:28:07 PM PDT)

Answer

- We will consider Milestone billing if this is presented in your proposal. Thank you. (Answered: Apr 16, 2010 1:41:23 PM PDT)

- Due to the requirements of the grant, the project must be completed by July 31, 2010 and the expenditure for year 1 must be paid by September 30, 2010. The awarded contractor is expected to bill the County as soon as the project is complete in order to meet the payment deadline.

If there are tasks remaining after this date, HCA will determine how that can be accomplished given the budget. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 26

We need to get a firm understanding of user counts both current users and estimated future users. This will include both dedicated users and portal users. Are mobile devices supported? (Submitted: Apr 15, 2010 12:28:17 PM PDT)

Answer

- There will be roughly 100 nurses using the application. There no plans for future growth. There could be over 100 users for the referral portion since this involves all providers. The Nurses currently use laptops in the field. We do not have any other mobile devices. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 27

What devices will nurses use to access the system? (Submitted: Apr 15, 2010 12:29:48 PM PDT)

Answer

- The nurses have laptops in the field with a mobile air card to access the Internet. They also have RSA tokens to access the HCA network. (Answered: Apr 19, 2010 12:12:32 PM PDT)

Question 28

We don't offer a solution for hosting on the client site. Our SaaS and PaaS solution run on our cloud. Will we be able to proceed with the RFP process? (Submitted: Apr 15, 2010 12:30:00 PM PDT)

Answer

- Yes. We are entertaining all options. The solution must comply with strict HCA security guidelines. We must adhere to the HIPAA regulations for ensuring all data is secure. Another factor that will play a role is ongoing cost if a vendor chooses to host the application themselves. (Answered: Apr 19, 2010 12:12:31 PM PDT)

Question 29

Can we get clarification or specificity on how you expect to handle PHI? (Submitted: Apr 15, 2010 12:30:11 PM PDT)

Answer

- The rules for PHI data follow the government HIPAA guidelines. The data must be encrypted and access needs to be role based to restrict any unauthorized viewing of PHI data. (Answered: Apr 19, 2010 12:12:31 PM PDT)

Question 30

Regarding the "Supervisory Management" paragraph on p. 48 of the RFP, can you please clarify the following: "Access should allow for review of individual client information with the ability to add electronic signature where appropriate." There are two ways this can be accomplished depending your specific requirement; the first method would enable the ability to capture and record an approval by an individual in the system. The second method would be used when a document is highly confidential and rigorously authenticating the signing individual's identity is of paramount importance. (Submitted: Apr 15, 2010 12:30:24 PM PDT)

Answer

- The second method is more desirable due to the confidentiality of the documents. (Answered: Apr 19, 2010 12:12:31 PM PDT)

Question 31

Would the County's grant unfnd expenditure have the flexibility for a phased approach that might include a plan similar to the following:

Phase I: A working, out of the box case management solution before July 31, 2010.

Phase II: Extra configurations deemed necessary durin the Business Reuirement and process evaluation stage of Phase I after July 31, 2010.

Phase III: Report determination and configuration or training after July 31, 2010. (Submitted: Apr 15, 2010 2:45:06 PM PDT)

Answer

- Grant funds are only available until July 31, 2010. The specifications state that the work must be completed by this date. We understand this is a very short deadline. Therefore, we are considering other funding options. However, the budget is very tight and we are uncertain of how much funds we can allocate after July 31, 2010.

(Answered: Apr 19, 2010 12:12:31 PM PDT)

Question 32

Would it be possible to gain access to a Word Document version of this RFP?
If not, would it be possible to gain access to a Word Document version of signature sections found on pages 15 and 16 of County's RFP? (Submitted: Apr 15, 2010 2:47:13 PM PDT)

Answer

- I can e-mail you a word doc version of pages 13 and 18 (signature pages). E-mail your request to CChang@ochca.com and I will certainly e-mail you back with the requested pages. Thank you. (Answered: Apr 16, 2010 1:41:23 PM PDT)

Question Deadline: Apr 15, 2010 4:00:00 PM PDT