

COUNTY OF SANTA CLARA, CALIFORNIA



**REQUEST FOR PROPOSAL #PMO 10-5800-01
FOR
Patient Portal Solution**

**ISSUED:
MONDAY, FEBRUARY 8th, 2010**

**PROPOSALS DUE:
MARCH 1st, 2010 BY 5:00 P.M. PACIFIC TIME**

**INFORMATION SERVICES DEPARTMENT
ATTN: STUART CIANOS
2325 ENBORG LN., SUITE 2H260
SAN JOSE, CA 95128**

**CONTACT: STUART CIANOS
408-885-5354
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I. INTRODUCTION

A. INVITATION

The County of Santa Clara (hereafter, "County") is requesting proposals from qualified suppliers to provide, install, implement, customize, support and maintain a software solution for a patient web portal that will provide the Santa Clara Valley Health & Hospital System (hereafter, "SCVHHS") patients with a secure, quick and convenient 24-hour access to their medical information. The portal will be a single point of entry for patients to schedule medical appointments, have timely access to relevant test results and health education information, request prescription renewals online as well as provide an online communication pathway between patients and their care team.

The system should help SCVHHS realize the following organizational benefits:

- Improved operational efficiency (ability to manage a larger patient population without an increase in staff)
- Reduction in excessive call volumes
- Improved communication and health education for both the patient and community
- Support the Medical Home model with online management of chronic disease patients
- Increase patient involvement in their own care
- Aligns with the Healthcare Information Technology (HIT) objectives supporting the HITECH Stimulus package
- Must be HIPAA compliant.
- Must have secure web based access.
- Must have proven track record of successful implementations and patient acceptance.
- Must provide broad cross-platform, cross-browser compatibility to ensure wide adoption by patients and Santa Clara County residents. Solution must not require any software installation or proprietary browser plugins (i.e. Flash, Silverlight, Java JVM, etc.) on patient computers.
- Solution must be universally accessible by patients regardless of disability or socioeconomic status: patients must be able to access the web portal from the most common personal computing platforms used by residents in the Santa Clara County region (Windows, Macintosh OS X, and Linux).
- Must meet the requirements for disabled user access per Section 508 of the Rehabilitation Act, §1194.22.

The County will consider a county-hosted or an Application Service Provider (ASP) solution. However, the proposed solution must be a proven base system. The County is not interested in beta systems or purchasing professional services to design and develop a system. The integrated solution must meet the mandatory technical, support, service, and business requirements as defined in this RFP.

This RFP shall result in a single source award.

B. BACKGROUND

Santa Clara Valley Health and Hospital System

Santa Clara Valley Health and Hospital System (SCVHHS) is a 24-hour healthcare facility providing healthcare to approximately 80,000 patients in Santa Clara County. SCVHHS is

comprised of: The Valley Medical Center (VMC), VMC Ambulatory and Managed Care, Valley Specialty Center (VSC), Valley Health Center (VHC), Valley Health Plan (VHP), Public Health Department (PH), Department of Alcohol and Drug Services (DADS), Mental Health Department (MH), Children's Shelter and Custody Health Services (CSCHS), and Community Outreach Programs.

Santa Clara Valley Medical Center (SCVMC)

SCVMC is a 574-bed acute care public teaching and safety-net hospital owned and operated by Santa Clara County. SCVMC provides advanced services including a world-class Rehabilitation Center, Regional Burn Center, High-Risk Maternity program, and Trauma Center. The teaching program is affiliated with Stanford University Medical School. SCVMC provides a full range of inpatient, emergency, rehabilitation, neonatal, intensive care, high-risk maternity care, psychiatry, pediatric intensive care, and burn intensive care services. SCVMC is one of three designated trauma centers in the county, and operates a comprehensive emergency room.

SCVMC Ambulatory and Managed Care

The Ambulatory and Managed Care Department at Santa Clara Valley Medical Center provides an extensive array of healthcare services through a network of seven neighborhood health centers supported by four mobile health and dental service units.

DESCRIPTION	TOTAL
Number of Licensed Beds	574
IP Admits & Psychiatry 2008	29,931
IP Average Length of Stay 2008	4.84 Days

Ambulatory and Managed Care (AMC)

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

Ambulatory and Managed Care Statistics

DESCRIPTION	TOTAL
Number of patients	200,000
Number of visits for FY09	670,147
Attending Physicians	350

Valley Connections Call Center

Valley Connection Call Center at Santa Clara Valley Medical Center is responsible

handling a large volume of inbound calls using an ACD, and making a large volume of outbound calls using an IVR. There are a number of agencies and departments that are linked via a T1 circuit to the ACD. The hours of operation are 24 x 7, 365 days a year.

Valley Connection Statistics

DESCRIPTION	TOTAL
Number of Inbound ACD calls received per month	~ 80,000 – 85,000
Clerical Calls per month	~ 39,000 – 42,000
RN Calls per month	~ 2,150 – 2,600
Number of Insurance calls on a Monday	4,137
Number of calls in 11 different languages	36,924 (2 weeks in July 2009)
Number of calls for Physicians	~ 150 per week (5 languages)

Valley Health Plan (VHP)

Valley Health Plan is a Santa Clara County owned and operated Knox Keene licensed Health Maintenance Organization (HMO). VHP offers commercial medical insurance coverage to County employees, retirees and individual conversions, Council on Aging, First Five Commission, Valley Transit Authority, and In Home Support Service Workers.

DESCRIPTION	TOTAL
Enrollment	57,000
Staff:	
• Medical Directors	4
• Utilization Review Coordinators	4
• Administrative Support Staff	2
• Contracts and Marketing	2
• Claims Personnel	5
• Member Services Personnel	5
	TOTAL: 17 FTEs

Information Services Department

Information systems and technology for SCVHHS is centralized in the Information Services (IS) Department and is responsible for all systems, planning, development and support within HHS. Business units comprising IS are:

- A. Application Services – provides a comprehensive array of services
 - o Strategy
 - o Solutions
 - o Sourcing
 - o Support
- B. Technical Services
 - o Data Center Operations
 - o Operations
 - o Customer Service
 - o Field Support

Technical Environment**Santa Clara Valley Health and Hospital System Information Services – Technical Services****Technical Standards – Intel Platform****SERVER**

Operating system	Windows Server 2003/Windows Active Directory, Linux
Hardware	Intel Dual Core 3.0 GHZ – 2MB cache, fiber/GBE NIC (redundant), SAN integration via Emulex 1000-L2 HBAs, dual processor, 4GB RAM per processor minimum, redundant power supplies. Blade technology preferred
Backup	CA ARCserve
Server redundancy/cluster	Depends on application
Disk array	Raid 1(Blade), Standalone: RAID 1 (OS) RAID 5 (Data)
Antivirus	Symantec AV 10.x

DESKTOP/LAPTOP HARDWARE

Mid-level PC with 19" monitor	HP Convertible Minitower For most current spec see Valley Pages – Forms – Information Services – HHS Special Specifications
Small footprint PC with flat 19" LCD panel monitor (where space requires small footprint)	HP Ultra-slim Desktop For most current spec see Valley Pages – Forms – Information Services – HHS Special Specifications
Monitor settings	1024 x 768/ high color
Laptop	HP NC8430 – 15.4" display, Wi-Fi a/g/n For most current spec see Valley Pages – Forms – Information Services – HHS Special Specifications
Docking station	Basic docking station 1.1

DESKTOP/LAPTOP SOFTWARE

Operating System	Windows XP with Service Pack 3
Office applications	Microsoft Office 2003 Professional, sp2
Email	Microsoft Outlook 2003
Terminal emulation	NetManage Rumba 2000 v.6
PDF reader	Adobe Acrobat Reader 7.0
Desktop database	Microsoft Access 2003
Internet browser	Microsoft Internet Explorer 7.0
Antivirus	Symantec AntiVirus Corporate Edition Version 11.x
Java	Java Version 1.5.x
Encryption – Laptop Only	PointSec v6.1

PRINTERS

Laser	HP LaserJet – Group - Mid-range printer is 4250tn HP Laserjet – MFP is HP 4345tn HP Laserjet – standalone is HP2105d
Impact	Not supported
Label	Zebra with network connectivity
Network interface	HP- Internal Jet Direct

Technical Standards – Communications and Infrastructure

Protocol	TCP/IP
Topology	Ethernet
Routers/ switches	Cisco
Bandwidth – network	Gigabit (sx/lx)
Bandwidth – to the desktop	10/100/1000 MB/ second
Backbone	Fiber optic
Cable to the desktop	Category 5e UTP with RJ45 connections

REMOTE AUTHENTICATION/SUPPORT

Point to Point SSL VPN or CRYPTOcard via Cisco VPN
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UPS

Must specify requirements from manufacturer. Computer room has UPS.

C. PROJECT SCOPE OF WORK

The complete scope of work is dependent upon the purchased solution. The installation may consist of planning, organizing and implementing the base system on contractor supplied equipment and integrating it with County supplied equipment, training County user and technical support staff in the use and operation of the system as well as providing technical support and maintenance upgrades. Interfaces or data file uploads from several existing systems may also be required.

D. POINT OF CONTACT:

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

Stuart Cianos, Senior Management Information Systems Analyst
Valley Medical Center, Information Services
2325 Enborg Ln., Suite 2H260
San Jose, CA 95128

Telephone: 408-885-5354
Facsimile: 408-885-5377
E-mail: stuart.cianos@hhs.sccgov.org

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

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS AND CONTACT INFORMATION

The Management Analyst will make every effort to adhere to the following anticipated schedule:

	Action	Date
1.	Issue of RFP	February 8 th , 2010
2.	Pre-proposal Conference	February 16 th , 2010
3.	Deadline To Submit Written Questions	February 18 th , 2010
4.	Response to Written Questions/RFP Addendum	February 23 rd , 2010
5.	Submission of Proposals	March 1 st , 2010 5:00pm PT
6.	Proposal Evaluation	March 8 th through March 12 th , 2010
7.	Selection of Shortlist	March 15 th , 2010
8.	Demonstrations/presentations (County option)	March 22 nd through March 26 th , 2010
9.	Selection of Finalist for Negotiations	March 29 th , 2010
10.	Final Negotiations, BAFO, and finalize and award contract	April 16 th , 2010
11.	Commence of Contract	April 19 th , 2010

B. EXPLANATION OF EVENTS

1. ISSUE OF RFP

This RFP is being issued by the County Procurement Department. Copies of this RFP including supporting documents may be obtained from Bidsync's web site at <http://www.bidsync.com>.

2. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Tuesday February 16th, 2010 beginning at 10:00am Pacific Time at Santa Clara Valley Medical Center, 2325 Enborg Ln. Suite 3H306, San Jose, California 95128**. Potential Offerors are strongly encouraged to submit written questions in advance of the conference to the Management Analyst (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. Oral responses are not binding until reduced to writing and posted at www.bidsync.com. A public log will be kept of the names of potential Offerors that attend the pre-proposal conference.

Attendance at the conference is highly recommended but is not a prerequisite for submission of a proposal. Potential Offerors are advised that only questions relevant to the RFP will be listed in the Addendum and posted on <http://www.bidsync.com>

3. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Potential Offerors may submit written questions to this RFP until the deadline as indicated in Section II, Paragraph A. The Management Analyst will not respond to questions submitted in any other manner or format.

Additional written requests must be received by the Management Analyst no later than three (3) days after the answers as an addendum to the RFP which will be posted on the bid management site <http://www.bidsync.com>.

4. RESPONSE TO WRITTEN QUESTIONS/RFP AMENDMENTS

Written responses to written questions, and any changes to the RFP, will be issued as an addendum, and posted on <http://www.bidsync.com>. The County reserves the right to post addenda until the RFP closing date and time.

5. SUBMISSION OF PROPOSAL

PROPOSALS MUST BE RECEIVED NO LATER THAN THE DEADLINE SPECIFIED IN PARAGRAPH A, OF SECTION II. Proposals are to be received at the time and place listed below. All received proposals will be time stamped.

All deliveries via express carrier should be addressed as follows:

**Stuart Cianos, Sr. MISA - RFP #PMO 10-5800-01
Valley Medical Center – Information Services
2325 Enborg Ln., Suite 2H260
San Jose, CA 95128**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and title as referenced on the cover page.

6. DEMONSTRATION/PRESENTATIONS

At County option, Offerors on the short list may be required to perform a demonstration/presentation of their proposed solution. Demonstrations/presentations will be held on-site at a County location. Date, time, and location to be determined.

C. GENERAL

1. INCURRING COST

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. CLAIMS AGAINST THE COUNTY

Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).

3. GUARANTEE OF PROPOSAL

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and eighty (180) days after the due date for receipt of proposals or one-hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

4. BASIS FOR PROPOSAL

Only information supplied by the County in writing or in this RFP should be used as the basis for the preparation of Offeror's proposal.

5. FORM OF PROPOSALS

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

6. AMENDED PROPOSAL

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

7. WITHDRAWAL OF PROPOSAL

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

8. LATE RESPONSES

All proposals submitted in response to this RFP must be delivered in person or received via courier or mail no later than the RFP due date and time. The Procurement Department time and date stamp will be the basis of determining receipt of proposal.

9. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

10. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy

within County's deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

11. CONFIDENTIALITY

All data and information gathered by the Offeror and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Offeror and its agents as confidential. The Offeror and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by an Offeror to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

12. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Offerors agree to provide the Management Analyst with a valid e-mail address to receive this correspondence.

13. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Department the version maintained by the Procurement Department must govern.

14. COUNTY RIGHTS

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

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Offerors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Offerors;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with an Offeror without liability, and negotiate with other Offerors;
- k. Disqualify any Offeror on the basis of a real or apparent conflict of interest, or

CONDITIONS GOVERNING THE PROCUREMENT

- evidence of collusion that is disclosed by the proposal or other data available to the County;
- l. Eliminate, reject or disqualify a proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as determined solely by the County; and/or
- m. To accept all or a portion of an Offeror's proposal.

III. RESPONSE FORMAT AND ORGANIZATION

This section contains relevant information Offerors should use for the preparation of their proposals.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. ORIGINAL AND COPIES

Offerors must provide one (1) original and six (6) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals.

The original binder must be stamped "original" and contain original signatures on the necessary forms. The remaining sets should be copies of the originals.

Offerors must also provide one (1) electronic copy of their proposal in CD-ROM format, **prepared using Microsoft Office 2003** (Word, Excel and Project). The CD shall be included in the original binder. **The County will not accept electronic documents saved in Microsoft 2007's "Open Office XML" format.**

C. PROPOSAL FORMAT

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

1. LETTER OF TRANSMITTAL

Each proposal received must include a letter of transmittal. The letter of transmittal **MUST**:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization
- f. Acknowledge receipt of any and all addenda to this RFP; and identify all sections of the proposal that the Offeror claims contain "proprietary" or "confidential" information.

2. PROPOSAL ORGANIZATION

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

- Tab 1: Letter of Transmittal
- Tab 2: Table of Contents
- Tab 3: Executive Summary
- Tab 4: Section V A, items 1 – 6, Offeror Submittal
- Tab 5: Appendix A1 and/or Appendix A2 – Technical Requirements Response Form

- Tab 6: Appendix B1 and/or Appendix B2 – Functionality and Integration Response Form
- Tab 7: Appendix C1 and/or Appendix C2 – Implementation, Project Management, Training and On-going Support Response Form
- Tab 8: Appendix E – Non-collusion Declaration form
Appendix F – Declaration of Local Business, if applicable.
- Tab 9: Appendix G – ASP Checklist Assessment Checklist, if applicable.
Appendix H – Vendor Remote Access and User Responsibility forms, if applicable
- Tab 10: Appendix I – Offeror's Terms and Conditions

Appendix D - Proposal Cost Response Form: the original form must be submitted in a sealed envelope marked "Original Appendix D." In addition, submit six (6) copies in a separate sealed envelope marked "Copies of Appendix D."

3. PROPOSAL PREPARATION INSTRUCTIONS

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

4. NON-CONFORMING SUBMISSIONS

Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming. AT THE COUNTY'S SOLE DISCRETION NON CONFORMING PROPOSALS MAY BE REJECTED OR THE PROPOSAL OVERALL RATING MAY BE DOWNGRADED.

IV. EVALUATION

A. **FACTORS**

The **Evaluation Criteria** listed below will be utilized in the evaluation of the Offeror's written proposals and demonstration/presentation accordingly. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the criteria below. An Offeror must be acceptable in all criteria for a contract to be awarded to that Offeror whose proposal provides the best value to the County.

- a. Adherence to the RFP;
- b. Corporate strength, experience, financial strength, references and reputation of Offeror;
- c. Ability to meet business, technical and functional requirements;
- d. Methodology for implementation, project management, training, and ongoing support;
- e. Oral presentation and demonstration of proposed system; and
- f. Local Preference;

The overall total cost to the County will be considered and the degree of the importance of price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

B. **LOCAL BUSINESS PREFERENCE**

In accordance with applicable sections of Board Policy, Section 5.3.13, in the formal solicitation of goods or services, the County of Santa Clara shall give responsive and responsible Local Businesses the preference described below.

"Local Business" means a lawful business with a physical address and meaningful "production capability" located within the boundary of the County of Santa Clara.

The term "production capability" means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a "Local Business."

In the procurement of goods or services in which best value is the determining basis for award of the contract, five percent (5%) of the total points awardable will be added to the Local Business score.

When a contract for goods or services, as defined in this policy, is presented to the Board of Supervisors for approval, the accompanying transmittal letter shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract.

This Local Business preference shall not apply to the following:

1. Public works contracts,
2. Where such a preference is precluded by local, state or federal law or regulation,
3. Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy.

RESPONSE FORMAT AND ORGANIZATION

- The donation or gift must be approved or accepted by the Board of Supervisors in accordance with County policy, or
4. Contracts exempt from solicitation requirements under an emergency condition in accordance with board policy, state law and/or the County of Santa Clara Ordinance Code (Section A34-82).

In order to be considered for Local Preference, proposer must complete and submit Declaration of Local Business with its RFP response.

V. OFFEROR SUBMITTAL

This section contains requirements and relevant information Offerors should use for the preparation of their proposals. Offerors should thoroughly respond to each requirement.

A. OFFEROR'S CORPORATE INFORMATION

1. EXECUTIVE SUMMARY

Include an executive summary which should be a one or two page summary intended to provide the Evaluation Committee with an overview of the significant business features of the proposal.

2. OFFEROR EXPERIENCE/INFORMATION

The Offeror shall include in their proposal a statement of relevant experience. The Offeror should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subcontractors, if applicable in providing and/or supporting the proposed system.

In addition Offerors are required to provide the following information:

- a. Offerors shall provide the company name, business address, including headquarters, all local offices, co-location locations (city/state), and telephone numbers.
- b. Offerors shall provide the length of time they have been providing ASP and/or vendor remote services, whichever is applicable.
- c. Offerors shall indicate any offices or facilities located within the County of Santa Clara that substantially and directly enhances the Offeror's ability to perform the proposed contract.
- d. Offerors shall provide a description of the Offeror's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.
- e. Offerors shall provide the name of the jurisdiction in which the Offeror is organized and the date of such organization.
- f. Offerors shall provide specifics on the number of certified local (stationed in greater Bay Area) technicians.
- g. Offerors shall provide a description of the depth of their experience with installing and supporting the proposed system.
- h. Offerors shall provide a discussion of the type and duration of the business relationship with the manufacturer(s) whose products are included in the proposed systems.

- i. Offeror must identify the physical location of the application and data storage facilities.
- j. Offeror shall describe the method used for change management and advance notification timeframe for application changes.
- k. Offeror shall describe the data security guarantee (data encryption, data mining, and data mismanagement penalties (leakage, etc.).
- l. Provide a complete disclosure if Offeror, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.
- m. A list of any lawsuits filed against the Offeror, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.

3. FINANCIAL STABILITY/OFFEROR FINANCIAL INFORMATION

Offeror shall submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the Offeror. The Management Analyst may request and the Offeror shall supply any additional financial information requested in a timely manner.

4. PAST PERFORMANCE (REFERENCES)

The Offeror's proposal shall include three different external references from clients who have completed their projects in the last three years, who are willing to validate the Offeror's past performance on similar projects of size and scope. The minimum information that shall be provided for each client reference follows:

- 1. Name of the contact person;
- 2. Name of the company or governmental entity;
- 3. Address of the contact person;
- 4. Telephone number of contact person;
- 5. Email address of the contact person;
- 6. A description of the services provided and dates the services were provided;

5. INDEMNITY AND INSURANCE REQUIREMENTS

Offerors shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in Appendix K of the RFP. In addition, Offerors shall provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making the County an additional insured.

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Explain how your proposed system meets the Health Insurance Portability and Accountability Act requirements.

B. TECHNICAL REQUIREMENTS

The County is seeking a contractor to provide a complete solution to satisfy the technical, functionality, and integration requirements and one who is capable of providing the stated capacity and service levels as well as the training and technical support required to maintain the system in an operational status.

The technical requirements are to be defined referencing the technical requirements in Appendices A1 and A2. Offerors submitting a proposal for a client server solution must submit Appendix A1; whereas Offerors submitting a proposal for an ASP solution must submit Appendix A2. Offerors submitting a proposal for both types of solutions must submit Appendix A1 and Appendix A2.

Offerors must submit a thorough narrative supported by references to the technical documentation in response to questions asked in Appendix A1 or Appendix A2.

C. FUNCTIONALITY AND INTEGRATION REQUIREMENTS (APPENDIX B1/B2)

Offerors must complete and submit with their proposals the functional and integration requirements referenced in Appendix B1 and/or B2. Offerors submitting a proposal for a client server solution must submit Appendix B1; whereas Offerors submitting a proposal for an ASP solution must submit Appendix B2. Offerors submitting a proposal for both types of solutions must submit Appendix B1 and Appendix B2.

D. IMPLEMENTATION, PROJECT MANAGEMENT, TRAINING, AND ONGOING SUPPORT

The implementation, project management, training, and ongoing support requirements are to be defined referencing the requirements in Appendices C1 and C2. Offerors submitting a proposal for a client server solution must submit Appendix C1; whereas Offerors submitting a proposal for an ASP solution must submit Appendix C2. Offerors submitting a proposal for both types of solutions must submit Appendix C1 and Appendix C2.

Offerors must submit a thorough narrative supported by references to the implementation, project management, training, and ongoing support in response to questions asked in Appendix C1 and/or Appendix C2.

E. COST PROPOSAL (APPENDIX D)

Offerors shall complete all pages of the Proposal Cost Response Form and submit it in a sealed envelope with their proposal. The proposed costs shall directly relate to the Project Work Plan.

F. OTHER SUBMITTALS

1. NON-COLLUSION DECLARATION (APPENDIX E)

Offerors shall complete and submit Non-collusion Declaration form with their proposal.

2. **DECLARATION OF LOCAL BUSINESS (APPENDIX F)**

Offerors shall complete and submit Declaration of Local Business form with their proposal, if applicable.

3. **ASP SECURITY ASSESSMENT CHECKLIST (APPENDIX G)**

Offerors shall complete and submit the ASP Security Assessment Checklist form with proposal, if applicable.

4. **VENDOR REMOTE ACCESS AND USER RESPONSIBILITY (APPENDIX H)**

Offeror shall complete and submit the Vendor Remote Access and User Responsibility form with proposal, if applicable.

5. **OFFEROR'S TERMS AND CONDITIONS (APPENDIX I)**

Should Offerors object to any of the County's terms and conditions listed in Appendix J, Offerors must propose specific alternative language and indicate the reason for their objection. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

In addition, Offerors must submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Offerors must provide specific proposed wording and a brief discussion of the purpose and impact, if any. Include any applicable agreement, such as license, service level, maintenance, etc.

G. **ORAL PRESENTATION AND DEMONSTRATION**

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

NOTE: Finalist Offerors shall provide all of the required computer equipment (including but not limited to computers, projectors and accessories) and internet access required for the demonstration of their proposed systems. **Offeror shall include in their proposals a list of any and all additional special equipment, communications facilities or other resources required for the demonstration of their proposed systems.**

APPENDICES

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APPENDIX A1

TECHNICAL REQUIREMENTS RESPONSE FORM FOR A COUNTY-HOSTED SOLUTION

If proposing a county hosted (client/server) solution, please complete and submit Appendix A1 with your proposal.

A. TECHNICAL REQUIREMENTS

1. Description of System

- a. Provide a description of the proposed product, database, software and services, including how the proposed system will meet or exceed the requirements stated in the entire RFP. Include sufficient technical information about the application, operating environment and performance data to enable the County to determine whether or not the proposed system meets the technical environment prerequisites.
- b. Identify/list all software required for the solution that is not supplied directly by the Offeror (any/all third party software).
- c. Provide a case study for a successful Patient Portal Solution(s).
- d. Provide an overview and/or benchmarks relating to the system's ability to process information in real time. Include the number of concurrent users as well as named users the proposed system will accommodate and state the maximum number of recommended users.
- e. Identify any requirement to purchase interfaces from other vendors to work with the proposed solution.
- f. Define the scalability of the proposed system.
 - i. Can the system be purchased in modules and expanded?
 - ii. How scalable is the proposed software regarding the number of users?
 - iii. Does the system scale in parallel, i.e. can additional application servers be configured in a load-balanced cluster?
 - iv. Can the database, application and data analysis components be configured to reside on separate independent servers, so that one impacted subsystem does not affect the overall solution?
- g. Identify how many users are can access the proposed system. (Concurrent users).
- h. Identify if the proposed software is COM (Component Object Model) compliant.
- i. Identify if the proposed software is ODBC, OLE-DB or OLAP compliant. Identify any drivers provided.
- j. Describe licenses required for the software (concurrent / per seat and the number associated).

- k. Describe how the system protects database records while it is being accessed by one user, so that multiple users will not attempt to change the record at the same time.
- l. Identify if the solution's database is ACID (Atomicity, Consistency, Isolation and Durability) compliant, and how it provides transaction rollback capability in the event of a failed transaction.
- m. Define the requirements for a test system. Include all related components (hardware, software, etc.) Include test system costs.
- n. Describe the maximum number of database records that can be stored.
- o. Define which third party reporting tools the system is compatible with the proposed system.
- p. Describe the ability to test interfaces to the HIS system.
- q. Provide the data dictionary and schema with the system.
- r. Describe the minimum monitor and screen resolution limit.
- s. Describe the process for change management or customer notification.
- t. Describe the current version number and release date, including how often target dates are met.
- u. Provide continuous application and system support 24 hours a day, 365 days per year.
- v. Provide the company escalation and response plan, and describe how issues are triaged and escalated.
- w. Provide the average response time of the proposed system.
- x. Describe the level of customization available without a programmer or vendor support.
- y. Provide the location of the closest service representative.
- z. Define the system uptime. Include planned downtime windows.

2. Equipment and Software

- a. Provide detailed server hardware specifications, including but not limited to:
 - i. operating system,
 - ii. processors type and speed,
 - iii. redundancy
 - iv. system configuration
 - v. hard drive size
- b. Include a list of all hardware and software components the County must purchase.
- c. Describe the proposed system architecture.
- d. Describe the proposed systems transaction processing capabilities.

- e. Describe how the client software components are able to coexist with other software and applications on end-user workstations.
- f. Describe the reporting software compatible with the proposed system. (Crystal, Excel, Access, etc.)
- g. Describe hardware support and escalation process.
- h. Describe any maintenance and support the client is expected to do.

a. Backup/Recovery

- a. Describe the backup capabilities for the proposed system.
- b. Describe the process for automatic reprogramming and/or recovery after a failure due to hardware, software or absence of power.
- c. Describe the capabilities for periodically exporting data stored in the database, and if it can be exported to MS Excel, MS Access or other software.

b. Network/Hardware

- a. Offeror must meet the SCVHHS technical requirements listed in section B 4, "Technical Environment."
- b. Provide a system/network design diagram, which provides a visual summary of the system's servers, network and ancillary components and their relationships.
- c. Describe any proprietary equipment utilized.
- d. Describe any special networking requirements, i.e. dedicated/segregated network segments, VLANs, etc.
- e. Describe the response time expected with the proposed system.

c. Data Management

- a. Describe the data management approach.
- b. Explain if each customer's data set is stored in a separate database, segregated from other customer datasets at the database or tablespace level (typically relevant only for ASP)
- c. Provide a copy of the Service Level Agreement.
- d. Explain how the information can be retrieved from the archive. Explain how the data is stored within the database, including if it can be stored in a separate database.

d. Storage

- a. Explain how data is archived (e.g., on demand, automatically, via optical disk, etc.)

TECHNICAL REQUIREMENTS: COUNTY HOSTED SOLUTION

- b. Describe how the system will store the data on non-proprietary media and in an industry-standard format. Offeror should also specify the type of media used for long-term storage and the format in which it is stored.
 - c. Describe the archival scheme for the system, including the recommended length of time data is retained on the production system and the availability of data for reporting after archiving.
 - d. Describe the maximum size of the database and the largest currently operating production and archive directories.
 - e. Describe the long-term storage options available for the system.
 - f. Describe how the system will print information on demand. Offeror must specify any special hardware or required printers necessary for printing.
 - g. Explain how long batches (batch processing data) remain in the system.
- e. Integration**
- a. Describe if the system supports a web-based front end or if a client install is required.
 - b. Define the system's capability to support multiple browser types (i.e. Internet Explorer, Mozilla Firefox, and Opera) on different platforms, and the minimum version of each browser supported if the system supports web-based access.
 - c. Specify all browser plug-ins necessary to utilize web-based features.
 - d. Specify the web service standards used and the functionality exposed through the web services, if the system supports the use of web service protocols such as SOAP.
 - e. Describe if the system can integrate with the existing (Is this spelled out somewhere?) Registration information system via outbound HL7 interface.
 - f. Complete and submit the ASP Security Assessment Checklist. (not needed for client server/county-hosted solutions)
- f. Critical Updates, Patches and Antivirus**
- a. Describe the process for approving and installing operating system Critical Updates. Attach the Offeror policy regarding Microsoft Critical Updates.
 - b. Describe or attach the company Service Pack policy for the proposed solution.
 - c. Describe the Antivirus software used to protect data in real-time on the vendor's servers.
 - d. Describe any issues that may occur when running Antivirus software in real-time on the workstations.
 - e. Describe or attach the company policy regarding the use of anti-virus software with the proposed system.

- f. Describe the disclosure policies related to security vulnerabilities found in the system, including procedures in place to notify customers of potential flaws, and the average time between a flaw being discovered and corrective action taken.

g. Application Security Features

- a. Describe the system's compliance with LDAP (Lightweight Directory Access Protocol), and how the system can be configured to authenticate users against it.
- b. Describe how the proposed solution can be configured to authenticate users against an Active Directory 2003 tree, if possible.
- c. Describe how the solution audits user access and privilege use and the information that is logged.
- d. Describe how the solution allows the County to configure minimum password difficulty requirements, and password lockout policies.
- e. Describe how the solution allows system administrators to set a password expiration policy, thereby requiring end-users to change their passwords at a specified interval.
- f. Describe how the solution encrypts sensitive information transmitted across the network and internet, and specify the algorithms used.
- g. Specify whether the system establishes user identity via:
 - i. A user ID and password; or
 - ii. Two-factor authentication, such as a smart-card and a PIN. If two-factor authentication is available or used, Offeror must describe the hardware requirements, the authentication process, and any supplies needed for ongoing implementation.
- h. Describe how access privileges are configured in the system, and whether or not privileges can be based on group designations.
- i. Describe how different levels of security and privileges are established.
- j. Specify if a "user inactivity timeout" feature is available that forces a user to re-authenticate if idle for a preconfigured amount of time.
- k. Describe how the system utilizes electronic signatures and electronic confirmation.

h. Security

- a. Explain how the security and confidentiality of the system data collected and entered into the system will be maintained.
- b. Explain which types of data are stored on the system, and which types of data are temporarily retrieved (but not permanently stored) from other systems via an interface.

11. Escrow

- a. Explain your company's ability to make available a software escrow account and include the source code and all products released during the maintenance term, including third party software. List the products that your company will hold in an escrow account and a list of those products that cannot be held and explain why.
- b. Explain in detail the process to retrieve the software source code.
- c. Provide written evidence of ability to provide and maintain a Software Escrow account in the form of a letter from an escrow agent or other acceptable third party.

APPENDIX A2

TECHNICAL REQUIREMENTS RESPONSE FORM FOR AN ASP (VENDOR-HOSTED) SOLUTION

If proposing an ASP solution, please complete and submit Appendix A2 with your proposal.

A. TECHNICAL REQUIREMENTS

1. Description of System

- a. Provide a description of the proposed product, database, software and services, including how the proposed system will meet or exceed the requirements stated in the entire RFP. Include sufficient technical information about the application, operating environment and performance data to enable the County to determine whether or not the proposed system meets the technical environment prerequisites.
- b. Identify/list all software required for the solution that is not supplied directly by the Offeror (any/all third party software).
- c. Provide a case study for a successful Patient Portal Solution(s).
- d. Provide an overview and/or benchmarks relating to the system's ability to process information in real time. Include the number of concurrent users as well as named users the proposed system will accommodate and state the maximum number of recommended users.
- e. Identify any requirement to purchase interfaces from other vendors to work with the proposed solution.
- f. Define the scalability of the proposed system.
 - i. Can the system be purchased in modules and expanded?
 - ii. How scalable is the proposed software regarding the number of users?
 - iii. Does the system scale in parallel, i.e. can additional application servers be configured in a load-balanced cluster?
 - iv. Can the database, application and data analysis components be configured to reside on separate independent servers, so that one impacted subsystem does not affect the overall solution?
- g. Identify how many users are can access the proposed system. (Concurrent users).
- h. Identify if the proposed software is COM (Component Object Model) compliant.
- i. Identify if the proposed software is ODBC, OLE-DB or OLAP compliant. Identify any drivers provided.
- j. Describe licenses required for the software (concurrent / per seat and the number associated).
- k. Describe how the system protects database records being accessed by multiple users, so that users cannot attempt to change a record at the same time.

TECHNICAL REQUIREMENTS: ASP (VENDOR HOSTED) SOLUTION

- l. Identify if the solution's database is ACID (Atomicity, Consistency, Isolation and Durability) compliant, and how it provides transaction rollback capability in the event of a failed transaction.
- m. Define the requirements for a test system. Include all related components (hardware, software, etc.) Include test system costs.
- n. Describe the maximum number of database records that can be stored.
- o. Define which third party reporting tools the proposed system is compatible with the proposed system.
- p. Describe the ability to test interfaces with the Hospital Information System (HIS).
- q. Provide the data dictionary and schema with the system.
- r. Describe the minimum monitor and screen resolution limit.
- s. Describe the process for change management or customer notification.
- t. Describe the current generally available (GA) version number and release date, including how often new GA releases are made available.
- u. Provide continuous application and system support 24 hours a day, 365 days per year. Describe the process for requesting support during standard business hours and after hours.
- v. Provide the company escalation and response plan, and describe how issues are triaged and escalated.
- w. Provide the average response time of the proposed system.
- x. Describe the level of customization available without a programmer or vendor support.
- y. Provide the location of the closest service representative.
- z. Define the system uptime. Include planned downtime windows.

2. Equipment and Software

- a. Provide detailed workstation hardware specifications, including but not limited to, operating system, RAM, size of the hard drive, type of monitors, barcode devices, scanning devices, barcode printing devices, etc.
- b. Provide detailed hardware specifications for any customer-hosted components being proposed.
- c. Describe how the client software components are able to coexist with other software and applications on end-user workstations.
- d. Describe the proposed system architecture.
- e. Describe hardware support and escalation process for any customer-hosted component.

- f. Describe any customer required maintenance/support tasks, and any relevant maintenance schedules.
- g. Describe the reporting software compatible with the proposed system. (Crystal, Excel, Access, etc.)

3. Backup/Recovery

- c. Describe the backup capabilities for the proposed system, including:
 - i. Process for how backups are performed
 - ii. Process for Tenant-initiated backups
 - iii. Service availability guarantee
- d. Describe in detail your company's Disaster Recovery plan, including requirements for zero-downtime.
- e. Describe the notification provided if an application failure occurs.
- f. Describe the process for automatic reprogramming and/or recovery after a failure due to hardware, software or absence of power.
- g. Describe the capabilities for periodically exporting data stored in the database, and if it can be exported to MS Excel, MS Access or other software. Specify supported export formats (i.e. Excel, CVS, etc.)

4. Network/Hardware

- a. Offeror must meet the SCVHHS technical requirements listed in section B 4, "Technical Environment."
- b. Provide a system/network design diagram, which provides a visual summary of the system's servers, network and ancillary components and their relationships.
- c. Describe any proprietary equipment utilized.
- d. Describe any special networking requirements, i.e. dedicated/segregated network segments. VLANs, etc.
- e. Describe the average response time expected with the proposed system.

5. Storage

- a. Explain how data is archived (e.g., on demand, automatically, via optical disk, etc.)
- b. Describe how the system will store the data on non-proprietary media and in an industry-standard format. Offeror should also specify the type of media used for long-term storage and the format in which it is stored.

- c. Describe the archival scheme for the system, including the recommended length of time data is retained on the production system and the availability of data for reporting after archival.
- d. Describe the maximum size of the database and the largest currently operating production and archive systems.
- e. Describe the long-term storage options available for the system.
- f. Describe how the system will print information on demand. Offeror must specify any special hardware or required printers necessary for printing
- g. Explain how the data is stored within the database, including if it can be stored in a separate database for disparate customers and/or locations. Explain how data from multiple tenants/customers is segregated and arranged.
- h. Explain how the information can be retrieved from the archive.
- i. Explain how long batches remain in the system.

6. Data Management

- a. Describe the data management approach.
- b. Explain if the data is stored in separate databases.
- c. Provide a copy of the Service Level Agreement.

7. Integration

- a. Define the system's capability to support multiple browser types (i.e. Internet Explorer, Mozilla Firefox, and Opera) on different platforms, and the minimum version of each browser supported if the system supports web-based access.
- b. Specify all browser plug-ins necessary to utilize web-based features.
- c. Specify the web service standards used and the functionality exposed through the web services, if the system supports the use of web service protocols such as SOAP.
- d. Describe if the system can integrate with the existing Registration information system via outbound HL7 interface.
- e. Complete and submit the ASP Security Assessment Checklist.

8. Critical Updates, Patches and Antivirus

- a. Describe the process for approving and installing operating system Critical Updates. Attach the Offeror policy regarding Microsoft Critical Updates.
- b. Describe or attach the company Service Pack policy for the proposed solution.

- c. Describe the Antivirus software used to protect data in real-time on the vendor's servers.
- d. Describe any issues that may occur when running Antivirus software in real-time on the workstations.
- e. Describe or attach the company policy regarding the use of anti-virus software with the proposed system.
- f. Describe the disclosure policies related to security vulnerabilities found in the system, including procedures in place to notify customers of potential flaws, and the average time between a flaw being discovered and corrective action taken.

9. Application Security Features

- a. Describe the system's compliance with LDAP (Lightweight Directory Access Protocol), and how the system can be configured to authenticate users against it.
- b. Describe how the proposed solution can be configured to authenticate users against an Active Directory 2003 tree, if possible.
- c. Describe how the solution audits user access and privilege use and the information that is logged.
- d. Describe how the solution allows the County to configure minimum password difficulty requirements, and password lockout policies.
- e. Describe how the solution allows system administrators to set a password expiration policy, thereby requiring end-users to change their passwords at a specified interval.
- f. Describe how the solution encrypts sensitive information transmitted across the network and internet, and specify the algorithms used.
- g. Specify whether the system establishes user identity via:
 - i. A user ID and password; or
 - ii. Two-factor authentication, such as a smart-card and a PIN. If two-factor authentication is available or used, Offeror must describe the hardware requirements, the authentication process, and any supplies needed for ongoing implementation.
- h. Describe how access privileges are configured in the system, and whether or not privileges can be based on group designations.
- i. Describe how different levels of security and privileges are established.
- j. Specify if a "user inactivity timeout" feature is available that forces a user to re-authenticate if idle for a preconfigured amount of time.
- k. Describe how the system utilizes electronic signatures and electronic confirmation.

10. Security

- a. Describe network security features used to protect customer data/information (i.e. firewalls, network segmentation, etc.)
- b. Explain the type of physical security used to protect customer information in vendor data centers and co-location facilities.
- c. Explain the type of electronic security used (i.e. biometrics, authentication and surveillance) at vendor and co-location facilities.
- d. Explain how the security and confidentiality of the system data collected and entered into the system will be maintained.
- e. Explain which types of data are stored on the system, and which types of data are temporarily retrieved (but not permanently stored) from other systems via an interface.

11. Escrow

- a. Explain your company's ability to make available a software escrow account and include the source code and all products released during the maintenance term, including third party software. List the products that your company will hold in an escrow account and a list of those products that cannot be held and explain why.
- b. Explain in detail the process to retrieve the software source code.
- c. Provide written evidence of ability to provide and maintain a Software Escrow account in the form of a letter from an escrow agent or other acceptable third party.
- d. Explain in detail the build environment needed to support and/or compile the source code in the Software Escrow Account.

APPENDIX B1

**FUNCTIONALITY AND INTEGRATION RESPONSE FORM
FOR A COUNTY-HOSTED SOLUTION**

The functionality and integration requirements of the RFP are listed in this section. Offeror, if proposing more than one type of solution, please submit a Functionality and Integration form for each solution.

Proposed solution (check one): Client Server: _____ ASP: _____

Offeror Name: _____

A. FUNCTIONALITY REQUIREMENTS

Response Code: Offeror should place the appropriate letter designation in the "Availability" column according to the following codes and their description:

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

References: Please provide any additional information requested or any additional information useful to the proposal in the comments column. If referencing attachments or other included information, write the location (Section/Page Number) of the discussion of the specification in the Offeror's proposal. Technical materials may be submitted as part of the proposal, and should be clearly labeled as such. If your availability response is "B" or "C", please provide the estimated delivery date in the appropriate column below.

Item #	Description	Availability	Est. Delivery Date	Comments
Portal User Registration and Maintenance				
1.	Does the solution provide registration functionality for users to sign-up to use the portal?			
2.	Can the login screen be set-up as a quick link on an existing web site?			

Appendix B1
FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
3.	Does the solution provide a login screen/functionality in authenticating portal users?			
4.	What criteria does the solution require for user login?			
5.	Does the solution provide the ability to configure password strength requirements for users?			
6.	Does the login screen include help link functionality			
7.	Does the login screen display appropriate and user-friendly error and informative messages to the end-user?			
8.	Does the login screen provide password reminder functionality?			
9.	What criteria are used to remind the user of their logon information?			
10.	Does the login screen functionality lock the user out after a predetermined period of time of inactivity?			
11.	Does the solution display the last time the user successfully logged into the portal?			
12.	Does the solution time out the user after a predefined period of time of inactivity?			
13.	Does the solution have the ability to generate confirmation messages when an account is created or rejected?			
14.	Does the login screen provide a "registration" link for first time users who are not yet registered?			
15.	Does the login screen functionality allow users to login at multiple workstations?			
16.	Does the login screen functionality let the users know if they are already logged in on another workstation?			

Item #	Description	Availability	Est. Delivery Date	Comments
	Pre-Registration			
17.	Does your solution allow a user to register if they are not a current patient of Santa Clara Valley Health and Hospital System ("SCVHHS")?			
18.	Does your solution integration with Registration or MPI solutions?			
19.	Does your solution have a workflow that will allow SCVHHS to review the registration request before the MPI is updated?			
20.	Does your solution have a process if a user creates an account it verifies that the patient is not already registered?			
21.	Does your solution allow for making certain fields "required"?			
22.	Does your solution allow information/dropdown tables/selection in the registration screen? (please define)			
23.	Can SCVHHS customize the field level help?			
24.	Can your solution support the generation and routing of messages to an internal work unit to review and process demographic changes submitted by the patient?			

Item #	Description	Availability	Est. Delivery Date	Comments
25.	Can your solution integrate with SCVHHS' enterprise repository to retrieve patient information? Please describe the methods of possible integration (i.e. HL7 query, etc.) in the comments.			
26.	Please provide a sample registration screen.			
27.	Is there a limit to what type of personal information can be stored?			
28.	Does your solution have the ability to store the online forms in the EMR system?			
29.	Does your solution integrate with EMR systems?			
30.	Does your solution provide additional solutions not listed previously?			
31.	Does your solution support workflow for Registration Approvals?			
Appointment Requests				
32.	Does your solution have functionality for patients to make an appointment request including new, rescheduling and cancellations?			
33.	Does your solution allow for the administrator to determine which location, physicians, departments and tests/procedures are eligible for			

Appendix B1
FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	online Appointment Requests?			
34.	Does your solution allow for the administrator to define instructional text for the user throughout the appointment process?			
35.	Does your solution integrate with scheduling solutions to support "real time" scheduling? And if so, do you have examples of clients conducting real time appointment scheduling using your solution?			
36.	Does your solution provide indication if an appointment request is originated from a new patient?			
37.	Does your solution allow patient to cancel an appointment made via the patient portal?			
38.	Does your solution have functionality to determine a time frame when a patient cannot cancel or reschedule online?			
39.	Does your solution have predefined appointment templates to prompt the patient with making the scheduling request?			
40.	Does your solution allow the patient to type free form reason for the appointment?			
41.	Does your solution allow for both hospital type appointments and			

Item #	Description	Availability	Est. Delivery Date	Comments
	physician office appointments?			
42.	Does your solution have the ability for dropdown list of choices for hospital appointment requests?			
43.	Does your solution have predefined appointment reasons?			
44.	Does your solution display the names and departments of providers that the patient has previously seen?			
45.	Does your solution display future and historical appointments made through the portal?			
46.	Does your solution have dropdown lists to retrieve and display a list of clinic names and locations?			
47.	Does your solution have dropdown lists to retrieve and display the names of providers at the clinic selected?			
48.	Does your solution allow the patient to provide times that are convenient for them for their appointment request?			
49.	Does your solution limit the patient selection to physicians they have already have an established relationship with?			
50.	Does your solution allow the patient to make a scheduling request for ancillary services such as lab or x-ray?			

FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
51.	For Appointment scheduling requests, does your solution have a first available search and selection?			
52.	Does your solution send an email to the patient alerting them that they have a scheduling message?			
53.	Does your solution include a link to the Patient Portal sign-on screen in the generic e-mail sent to the patient?			
54.	Does your solution allow the scheduler to add free-form text and instructions regarding patient appointment before it is sent to the patient's inbox?			
55.	Does your solution have the ability to send the patient an immediate acknowledgement (Thank you) upon submission of an appointment request?			
56.	Does your solution support sending attachments to the patient? (Directions, instructions, new patient forms, etc.)			
57.	Does your solution have the functionality to have the patient complete required forms online?			
58.	Does your solution have the ability to configure reminder messages by location?			
59.	Does your solution have appointment reminder functionality?			
60.	Does your solution allow for SCVHHS' legal			

Appendix B1
FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	disclaimers/instructions for requesting only non-urgent appointments?			
61.	Does your solution allow SCVHHS to determine and notify the patient of the appointment request response?			
62.	Does your solution display a list of cancellation reasons to select from?			
63.	Does your solution have an appointment reschedule feature?			
64.	Does your solution display a list of reschedule reason codes from the patient to select from?			
65.	Can these reschedule reason types be configured by designated administrators?			
66.	Does your solution provide additional solutions not listed previously?			
67.	Does your solution support wizard type functionality for ease of use in the appointment request process?			
68.	Can the step by step process be configured by SCVHHS?			
69.	Does your solution supply a calendar view display?			
70.	Does your solution integrate with external or legacy patient scheduling systems?			
71.	Does your solution support search functionality through the appointments module?			
Request Test Results				

Appendix B1
FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
72.	Does your solution have a way for patient's to securely request their test results?			
73.	Does your solution provide the ability to send both normal and abnormal results?			
74.	Does your solution allow each physician to determine whether they will send out both normal and abnormal results?			
75.	Does your solution notify the patient via email that they have a result waiting?			
76.	Does your solution provide security so that only the authorized person can view results?			
77.	Does your solution have the ability to embed a link with the result for patient education purposes?			
78.	Does your solution have the ability to attach documents with the result for patient education purposes?			
79.	Can the solution provide display of lab results or a sub-set of those results from a Lab/EMR system?			
80.	Does your solution have a link within the result notification to allow the patient to secure message with questions?			
81.	Does your solution allow the clinician to embed items in the results notification?			

Item #	Description	Availability	Est. Delivery Date	Comments
82.	Does your solution include a link so that the patient can make an appointment if needed?			
	Online Prescriptions			
83.	Does your solution allow patients to renew their prescribed medications?			
84.	Does your solution allow patients to refill their prescribed medications?			
85.	Does your solution allow patients to view their prescribed medications?			
86.	Does your solution show an alert when a patient prescription is about to expire?			
	Referral Requests			
87.	Does your solution allow patients to request a referral online in a secure manner?			
88.	Can your login screen be set-up as a quick link on an existing Web site?			
89.	Does your solution allow a referral to be requested if the patient is new and not currently registered at SCVMC?			
90.	Does your referral entry allow SCVHHS to define required fields?			
91.	Does your referral process allow SCVMC to customize disclaimers and instructions?			
92.	Does your referral process have dropdown selection for Department,			

Item #	Description	Availability	Est. Delivery Date	Comments
	Physician, etc?			
93.	Does your referral process have the ability for SCVHHS to create a library of referral reasons?			
94.	Does your solution have the ability to route the referral based on department or specialty?			
95.	Does your solution identify outstanding referrals that have not been processed?			
96.	Does your solution have the ability to send patient instructions regarding their visit to SCVHHS?			
97.	As an attachment, provide a sample of your referral entry screen.			
Patient eCommunication				
98.	Does your solution provide a secure messaging functionality that provides email like communication ("eCommunication") between patients, physicians, and provider staff?			
99.	Does your solution require the patient to have an account to eCommunicate with physicians and other Santa Clara Valley Health and Hospital System personnel?			
100.	Does your solution require staff members to have a sign-on for eCommunication?			
101.	Does your solution allow the eCommunication feature to be			

Appendix B1
 FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	seamlessly integrated with SCVHHS' Exchange e-mail system?			
102.	Can departments create their own the eCommunication documents for routine newsletters and education updates?			
103.	Does your solution have the ability to send broadcast messages or newsletters to a selected group of recipients?			
104.	Does your solution have the ability to upload physician and department information into the portal so that manual entry is not required?			
105.	Does your solution have the ability to send and respond multiple times to a message? (send, reply, reply, reply, etc.)			
106.	Does your solution have a limit on how many times a eCommunication can go back and forth?			
107.	Does your solution have limits on how many character/length of the eCommunication?			
108.	Does your solution have the ability to add/customize SCVHHS disclaimers?			
109.	Does your solution allow staff to select components or eCommunication that should be included in the EMR?			
110.	Does your solution offer templated message types by subject?			

Item #	Description	Availability	Est. Delivery Date	Comments
111.	Can these templates be modified and created by SCVHHS?			
112.	Does your solution allow the ability to attach documents?			
113.	Does your solution allow the ability to attach URL links?			
114.	Does your solution have a spell check feature?			
115.	Does your solution provide the ability to view both New and Sent messages?			
116.	Does your solution alert the patient via email that they have a message waiting in the Portal?			
117.	Does your solution alert SCVHHS of duration of the message and create a priority list of unanswered messages?			
118.	Does your solution provide the patient with a status of whether the message is opened, processed, etc.?			
119.	Does your solution perform role and group based messaging?			
120.	Does your solution provide additional solutions not listed previously?			
121.	Does your solution allow routing of tasks to specific work queues based on type of task, location, department and physician?			
122.	Does your solution allow forms to be pre-populated with information from			

Appendix B1
FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	previous patient entries?			
123.	Does your solution allow patients to ask a question of the staff based on specific categories (billing questions, medical questions, etc.)?			
	Staff eCommunication			
124.	Does your solution require a login account to communicate via your eCommunication tool?			
125.	Does your solution require the staff to have an account to eCommunicate with SCVHHS?			
126.	Does your solution require a physician or clinician to have a sign-on for eCommunication?			
127.	Does your solution have the ability to upload physician, department information to eCommunicate with, so it doesn't need to be manually entered?			
128.	Does your solution have the ability to send and respond multiple times to a message? (send, reply, reply, reply, etc.)			
129.	Does your solution have a limit on how many times an e-Communication can go back and forth?			
130.	Does your solution have limits on how many character/length of the eCommunication?			

Appendix B1
 FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
131.	Does your solution have the ability to add/customize SCVHHS disclaimers?			
132.	Does your solution have alerts to direct the patient to critical care if it is an emergency issue?			
133.	Does your solution have the ability to set the response time when the office, physician, department will return the e-Communication?			
134.	Is the response time customizable by location?			
135.	Does your solution allow staff to select components or eCommunication that should be included in the EMR?			
136.	Does your solution allow subject based communication?			
137.	Does your solution offer subject based messaging?			
138.	Does your solution offer templated message types?			
139.	Does your solution allow template messages that vary by subject?			
140.	Can these templates be modified and created by SCVHHS personnel?			
141.	Does your solution allow free texts eCommunication?			
142.	Does your solution allow the ability to attach documents?			

FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
143.	Does your solution allow the ability to attach URL links?			
144.	Does your solution have a spell check feature?			
145.	Does your solution provide the ability to view both New and Sent messages?			
146.	Does your solution alert the patient via email that they have a message waiting in the Portal?			
147.	Does your solution alert SCVHHS of duration of the message and create a priority list of unanswered messages?			
148.	Does your solution provide the patient with a status of whether the message is opened, processed, etc.?			
149.	Does your solution perform role and group based messaging?			
	Patient Personal Health Record			
150.	Does your solution have a Patient Personal Health Record (PHR)?			
151.	Can your solution be integrated with other PHR solutions e.g. Microsoft HealthVault?			
152.	Does your PHR solution have structured entry and prompts to assist the patient in entering information?			
153.	Does your PHR solution have an area to capture allergies?			

Appendix B1
FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
154.	Does your PHR solution allow the patient to delete medications previously listed?			
155.	Does your PHR solution have an area for immunizations?			
156.	Does your PHR solution allow for entering test results?			
157.	Does your PHR solution interface with EMR's?			
158.	Does your PHR solution have a workflow that allows SCVHHS to review the patient information before it updates the EMR?			
159.	Does your PHR allow General Health Information to be captured (height, weight, blood pressure, etc.)?			
160.	Does your PHR solution have an area for maintaining supplements?			
161.	Does your PHR solution have an area for capturing and maintaining ongoing health conditions?			
162.	Does your Patient's Profile allow for identifying physicians in which the patient has associations?			
163.	Does your Patient's Profile allow for identifying preferred pharmacies?			
	Online Bill Pay			
164.	How does your solution accommodate online bill payment?			

Item #	Description	Availability	Est. Delivery Date	Comments
165.	Does your solution accommodate for the viewing of statements?			
166.	Can your solution integration with our billing system?			
	eVisits			
167.	Does your solution have an eVisit component, whereby patients have to answer a series of applicable questions to securely communicate about their condition (e.g., headaches) with their Provider?			
168.	Can the eVisit encounter be accessed for viewing via the hospitals HIS/EMR system?			
	Reporting			
169.	What reports are available within the system?			
170.	List the standard reports that are provided with your Portal solution			
	Implementation Overview			
171.	Discuss your proposed implementation approach and methodology.			
172.	Will the implementation staff be on-site, remote, etc.?			
173.	What is the typical timeline of a project of this nature? Please include a sample project plan based on each of the phases identified			

Appendix B1
 FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	above.			
174.	What is the typical lead-time to start the implementation once the contract is signed?			
175.	Describe your training approach, train-the-trainer, Web based, etc.			
176.	What documentation is provided with the system e.g. Manuals?			
	Proposal Summary			
177.	Does your solution have a Registration module?			
178.	Does your solution have an Appointment Request module?			
179.	Does your solution have an online Referral Request?			
180.	Does your solution offer secure Patient Communication capabilities?			
181.	Does your solution offer secure Staff Communication capabilities?			
182.	Does your solution have a means for patient's to request their test results?			
183.	Does your solution have a Personal Health Record?			
184.	Does your solution have an online Bill Pay offering?			

Item #	Description	Availability	Est. Delivery Date	Comments
185.	Does your solution have an eVisit offering?			
186.	Can Announcements be controlled and administered by staff to be displayed to the Patient?			
187.	Does the solution provide the ability to display a list of Frequently Asked Questions?			
188.	Is there a way to provide details regarding hospital events and allow for online registration for events?			
	Universal Patient Accessibility			
189.	Does your solution meet the requirements for disabled user access per Section 508 of the Rehabilitation Act, §1194.22.			
190.	Does your solution allow patients to access the portal using the web browser of choice, including: 1. Firefox version 2 and greater 2. Internet Explorer version 6 and greater 3. Apple Safari 4. Opera			
191.	Does your solution allow patients to access the portal using common end-user computing environments used by Santa Clara County residents, including: 1. Microsoft Windows			

FUNCTIONALITY AND INTEGRATION (COUNTY-HOSTED SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	2. Apple OS X (Macintosh) 3. Linux (Ubuntu/Debian, Red Hat/CentOS, SUSE)?			
192.	Does your solution allow patients to access the portal using devices with resolution-constrained displays, such as netbooks?			
193.	Does your solution allow patients to access the portal using mobile devices such as the Apple iPhone/iPod Touch, Blackberries, and Windows Mobile. If your solution provides this functionality, please list the platforms mobile browsing is validated on, and any custom plugins or "apps" required in the comments.			
194.	Is your solution useable for patients on both broadband and dial-up connections?			
195.	Is your solution accessible and useable by patients accessing the portal from a terminal in a public facility (i.e. a library, school or correctional facility)? If so, please state precautions taken to reduce risk of unintentional information release or leakage in the comments.			

INTEGRATION REQUIREMENTS FOR A COUNTY-HOSTED SOLUTION

Web Portal Solution		
OFFEROR NAME: _____		
ID	QUESTION	ANSWER / EXPLANATION
1.	List the type of interfaces offered and classify them based on the choices below: a. Push model (vendor receives unsolicited messages, e.g. ADT) b. Pull model (vendor sends unsolicited messages, e.g. Charges) c. Query/Response model (query is sent from vendor and response is sent back)	
2.	Is the HL7 (Version 2.x) standard supported? If so, which version?	
3.	If the HL7 (Version 2.x) standard is supported what events are accepted?	
4.	Does the system interface to: ▪ Siemens – Invision PM System ADT ▪ Medversant Technologies - Encompass provider credentialing application ▪ McKesson – CERME (CareEnhance Review Manager). InteQual Criteria delivery. ▪ GE EWS – Scheduling System	

Web Portal Solution

OFFEROR NAME: _____

5.

Is the OPENLink Interface Engine used? If not, what Interface Engine is used and/or supported?

6.

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

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

Comments:

APPENDIX B2

**FUNCTIONALITY AND INTEGRATION RESPONSE FORM
FOR A VENDOR-HOSTED (ASP) SOLUTION**

The functionality and integration requirements of the RFP are listed in this section. Offeror, if proposing more than one type of solution, please submit a Functionality and Integration form for each solution.

Proposed solution (check one): Client Server: _____ ASP: _____

Offeror Name: _____

A. FUNCTIONALITY REQUIREMENTS

Response Code: Offeror should place the appropriate letter designation in the "Availability" column according to the following codes and their description:

- E.** Specification is one that currently exists in the proposed software, in the current production version and included in the County's price. All costs must be reported on the cost response form.
- F.** Specification is not in the proposed software but is a planned enhancement or will be added at no additional cost.
- G.** Specification is not part of the proposed software but will be added at additional cost included in the County's price. All such additional costs must be reported on an attachment to the cost response form.
- H.** Specification is not available in the proposed software.

References: Please provide any additional information requested or any additional information useful to the proposal in the comments column. If referencing attachments or other included information, write the location (Section/Page Number) of the discussion of the specification in the Offeror's proposal. Technical materials may be submitted as part of the proposal, and should be clearly labeled as such. If your availability response is "B" or "C", please provide the estimated delivery date in the appropriate column below.

Item #	Description	Availability	Est. Delivery Date	Comments
Portal User Registration and Maintenance				
1.	Does the solution provide registration functionality for users to sign-up to use the portal?			
2.	Can the login screen be set-up as a quick link on an existing web site?			

FUNCTIONALITY AND INTEGRATION (VENDOR-HOSTED (ASP) SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
3.	Does the solution provide a login screen/functionality in authenticating portal users?			
4.	What criteria does the solution require for user login?			
5.	Does the solution provide the ability to configure password strength requirements for users?			
6.	Does the login screen include help link functionality			
7.	Does the login screen display appropriate and user-friendly error and informative messages to the end-user?			
8.	Does the login screen provide password reminder functionality?			
9.	What criteria are used to remind the user of their logon information?			
10.	Does the login screen functionality lock the user out after a predetermined period of time of inactivity?			
11.	Does the solution display the last time the user successfully logged into the portal?			
12.	Does the solution time out the user after a predefined period of time of inactivity?			
13.	Does the solution have the ability to generate confirmation messages when an account is created or rejected?			
14.	Does the login screen provide a "registration" link for first time users who are not yet registered?			
15.	Does the login screen functionality allow users to login at multiple workstations?			
16.	Does the login screen functionality let the users know if they are already logged in on another workstation?			

Item #	Description	Availability	Est. Delivery Date	Comments
	Pre-Registration			
17.	Does your solution allow a user to register if they are not a current patient of Santa Clara Valley Health and Hospital System ("SCVHHS")?			
18.	Does your solution integration with Registration or MPI solutions?			
19.	Does your solution have a workflow that will allow SCVHHS to review the registration request before the MPI is updated?			
20.	Does your solution have a process if a user creates an account it verifies that the patient is not already registered?			
21.	Does your solution allow for making certain fields "required"?			
22.	Does your solution allow information/dropdown tables/selection in the registration screen? (please define)			
23.	Can SCVHHS customize the field level help?			
24.	Can your solution support the generation and routing of messages to an internal work unit to review and process demographic changes submitted by the patient?			

FUNCTIONALITY AND INTEGRATION (VENDOR-HOSTED (ASP) SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
25.	Can your solution integrate with SCVHHS' enterprise repository to retrieve patient information? Please describe the methods of possible integration (i.e. HL7 query, etc.) in the comments.			
26.	Please provide a sample registration screen.			
27.	Is there a limit to what type of personal information can be stored?			
28.	Does your solution have the ability to store the online forms in the EMR system?			
29.	Does your solution integrate with EMR systems?			
30.	Does your solution provide additional solutions not listed previously?			
31.	Does your solution support workflow for Registration Approvals?			
Appointment Requests				
32.	Does your solution have functionality for patients to make an appointment request including new, rescheduling and cancellations?			
33.	Does your solution allow for the administrator to determine which location, physicians, departments and tests/procedures are eligible for			

Item #	Description	Availability	Est. Delivery Date	Comments
	online Appointment Requests?			
34.	Does your solution allow for the administrator to define instructional text for the user throughout the appointment process?			
35.	Does your solution integrate with scheduling solutions to support "real time" scheduling? And if so, do you have examples of clients conducting real time appointment scheduling using your solution?			
36.	Does your solution provide indication if an appointment request is originated from a new patient?			
37.	Does your solution allow patient to cancel an appointment made via the patient portal?			
38.	Does your solution have functionality to determine a time frame when a patient cannot cancel or reschedule online?			
39.	Does your solution have predefined appointment templates to prompt the patient with making the scheduling request?			
40.	Does your solution allow the patient to type free form reason for the appointment?			
41.	Does your solution allow for both hospital type appointments and			

Item #	Description	Availability	Est. Delivery Date	Comments
	physician office appointments?			
42.	Does your solution have the ability for dropdown list of choices for hospital appointment requests?			
43.	Does your solution have predefined appointment reasons?			
44.	Does your solution display the names and departments of providers that the patient has previously seen?			
45.	Does your solution display future and historical appointments made through the portal?			
46.	Does your solution have dropdown lists to retrieve and display a list of clinic names and locations?			
47.	Does your solution have dropdown lists to retrieve and display the names of providers at the clinic selected?			
48.	Does your solution allow the patient to provide times that are convenient for them for their appointment request?			
49.	Does your solution limit the patient selection to physicians they have already have an established relationship with?			
50.	Does your solution allow the patient to make a scheduling request for ancillary services such as lab or x-ray?			

Item #	Description	Availability	Est. Delivery Date	Comments
51.	For Appointment scheduling requests, does your solution have a first available search and selection?			
52.	Does your solution send an email to the patient alerting them that they have a scheduling message?			
53.	Does your solution include a link to the Patient Portal sign-on screen in the generic e-mail sent to the patient?			
54.	Does your solution allow the scheduler to add free-form text and instructions regarding patient appointment before it is sent to the patient's inbox?			
55.	Does your solution have the ability to send the patient an immediate acknowledgement (Thank you) upon submission of an appointment request?			
56.	Does your solution support sending attachments to the patient? (Directions, instructions, new patient forms, etc.)			
57.	Does your solution have the functionality to have the patient complete required forms online?			
58.	Does your solution have the ability to configure reminder messages by location?			
59.	Does your solution have appointment reminder functionality?			
60.	Does your solution allow for SCVHHS' legal			

FUNCTIONALITY AND INTEGRATION (VENDOR-HOSTED (ASP) SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	disclaimers/instructions for requesting only non-urgent appointments?			
61.	Does your solution allow SCVHHS to determine and notify the patient of the appointment request response?			
62.	Does your solution display a list of cancellation reasons to select from?			
63.	Does your solution have an appointment reschedule feature?			
64.	Does your solution display a list of reschedule reason codes from the patient to select from?			
65.	Can these reschedule reason types be configured by designated administrators?			
66.	Does your solution provide additional solutions not listed previously?			
67.	Does your solution support wizard type functionality for ease of use in the appointment request process?			
68.	Can the step by step process be configured by SCVHHS?			
69.	Does your solution supply a calendar view display?			
70.	Does your solution integrate with external or legacy patient scheduling systems?			
71.	Does your solution support search functionality through the appointments module?			
Request Test Results				

Item #	Description	Availability	Est. Delivery Date	Comments
72.	Does your solution have a way for patient's to securely request their test results?			
73.	Does your solution provide the ability to send both normal and abnormal results?			
74.	Does your solution allow each physician to determine whether they will send out both normal and abnormal results?			
75.	Does your solution notify the patient via email that they have a result waiting?			
76.	Does your solution provide security so that only the authorized person can view results?			
77.	Does your solution have the ability to embed a link with the result for patient education purposes?			
78.	Does your solution have the ability to attach documents with the result for patient education purposes?			
79.	Can the solution provide display of lab results or a sub-set of those results from a Lab/EMR system?			
80.	Does your solution have a link within the result notification to allow the patient to secure message with questions?			
81.	Does your solution allow the clinician to embed items in the results notification?			

Item #	Description	Availability	Est. Delivery Date	Comments
82.	Does your solution include a link so that the patient can make an appointment if needed?			
	Online Prescriptions			
83.	Does your solution allow patients to renew their prescribed medications?			
84.	Does your solution allow patients to refill their prescribed medications?			
85.	Does your solution allow patients to view their prescribed medications?			
86.	Does your solution show an alert when a patient prescription is about to expire?			
	Referral Requests			
87.	Does your solution allow patients to request a referral online in a secure manner?			
88.	Can your login screen be set-up as a quick link on an existing Web site?			
89.	Does your solution allow a referral to be requested if the patient is new and not currently registered at SCVMC?			
90.	Does your referral entry allow SCVHHS to define required fields?			
91.	Does your referral process allow SCVMC to customize disclaimers and instructions?			
92.	Does your referral process have dropdown selection for Department,			

Item #	Description	Availability	Est. Delivery Date	Comments
	Physician, etc?			
93.	Does your referral process have the ability for SCVHHS to create a library of referral reasons?			
94.	Does your solution have the ability to route the referral based on department or specialty?			
95.	Does your solution identify outstanding referrals that have not been processed?			
96.	Does your solution have the ability to send patient instructions regarding their visit to SCVHHS?			
97.	As an attachment, provide a sample of your referral entry screen.			
Patient eCommunication				
98.	Does your solution provide a secure messaging functionality that provides email like communication ("eCommunication") between patients, physicians, and provider staff?			
99.	Does your solution require the patient to have an account to eCommunicate with physicians and other Santa Clara Valley Health and Hospital System personnel?			
100.	Does your solution require staff members to have a sign-on for eCommunication?			
101.	Does your solution allow the eCommunication feature to be			

FUNCTIONALITY AND INTEGRATION (VENDOR-HOSTED (ASP) SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	seamlessly integrated with SCVHHS' Exchange e-mail system?			
102.	Can departments create their own the eCommunication documents for routine newsletters and education updates?			
103.	Does your solution have the ability to send broadcast messages or newsletters to a selected group of recipients?			
104.	Does your solution have the ability to upload physician and department information into the portal so that manual entry is not required?			
105.	Does your solution have the ability to send and respond multiple times to a message? (send, reply, reply, reply, etc.)			
106.	Does your solution have a limit on how many times a eCommunication can go back and forth?			
107.	Does your solution have limits on how many character/length of the eCommunication?			
108.	Does your solution have the ability to add/customize SCVHHS disclaimers?			
109.	Does your solution allow staff to select components or eCommunication that should be included in the EMR?			
110.	Does your solution offer templated message types by subject?			

Item #	Description	Availability	Est. Delivery Date	Comments
111.	Can these templates be modified and created by SCVHHS?			
112.	Does your solution allow the ability to attach documents?			
113.	Does your solution allow the ability to attach URL links?			
114.	Does your solution have a spell check feature?			
115.	Does your solution provide the ability to view both New and Sent messages?			
116.	Does your solution alert the patient via email that they have a message waiting in the Portal?			
117.	Does your solution alert SCVHHS of duration of the message and create a priority list of unanswered messages?			
118.	Does your solution provide the patient with a status of whether the message is opened, processed, etc.?			
119.	Does your solution perform role and group based messaging?			
120.	Does your solution provide additional solutions not listed previously?			
121.	Does your solution allow routing of tasks to specific work queues based on type of task, location, department and physician?			
122.	Does your solution allow forms to be pre-populated with information from			

Item #	Description	Availability	Est. Delivery Date	Comments
	previous patient entries?			
123.	Does your solution allow patients to ask a question of the staff based on specific categories (billing questions, medical questions, etc.)?			
	Staff eCommunication			
124.	Does your solution require a login account to communicate via your eCommunication tool?			
125.	Does your solution require the staff to have an account to eCommunicate with SCVHHS?			
126.	Does your solution require a physician or clinician to have a sign-on for eCommunication?			
127.	Does your solution have the ability to upload physician, department information to eCommunicate with, so it doesn't need to be manually entered?			
128.	Does your solution have the ability to send and respond multiple times to a message? (send, reply, reply, reply, etc.)			
129.	Does your solution have a limit on how many times an e-Communication can go back and forth?			
130.	Does your solution have limits on how many character/length of the eCommunication?			

Item #	Description	Availability	Est. Delivery Date	Comments
131.	Does your solution have the ability to add/customize SCVHHS disclaimers?			
132.	Does your solution have alerts to direct the patient to critical care if it is an emergency issue?			
133.	Does your solution have the ability to set the response time when the office, physician, department will return the e-Communication?			
134.	Is the response time customizable by location?			
135.	Does your solution allow staff to select components or eCommunication that should be included in the EMR?			
136.	Does your solution allow subject based communication?			
137.	Does your solution offer subject based messaging?			
138.	Does your solution offer templated message types?			
139.	Does your solution allow template messages that vary by subject?			
140.	Can these templates be modified and created by SCVHHS personnel?			
141.	Does your solution allow free texts eCommunication?			
142.	Does your solution allow the ability to attach documents?			

Item #	Description	Availability	Est. Delivery Date	Comments
143.	Does your solution allow the ability to attach URL links?			
144.	Does your solution have a spell check feature?			
145.	Does your solution provide the ability to view both New and Sent messages?			
146.	Does your solution alert the patient via email that they have a message waiting in the Portal?			
147.	Does your solution alert SCVHHS of duration of the message and create a priority list of unanswered messages?			
148.	Does your solution provide the patient with a status of whether the message is opened, processed, etc.?			
149.	Does your solution perform role and group based messaging?			
	Patient Personal Health Record			
150.	Does your solution have a Patient Personal Health Record (PHR)?			
151.	Can your solution be integrated with other PHR solutions e.g. Microsoft HealthVault?			
152.	Does your PHR solution have structured entry and prompts to assist the patient in entering information?			
153.	Does your PHR solution have an area to capture allergies?			

Item #	Description	Availability	Est. Delivery Date	Comments
154.	Does your PHR solution allow the patient to delete medications previously listed?			
155.	Does your PHR solution have an area for immunizations?			
156.	Does your PHR solution allow for entering test results?			
157.	Does your PHR solution interface with EMR's?			
158.	Does your PHR solution have a workflow that allows SCVHHS to review the patient information before it updates the EMR?			
159.	Does your PHR allow General Health Information to be captured (height, weight, blood pressure, etc.)?			
160.	Does your PHR solution have an area for maintaining supplements?			
161.	Does your PHR solution have an area for capturing and maintaining ongoing health conditions?			
162.	Does your Patient's Profile allow for identifying physicians in which the patient has associations?			
163.	Does your Patient's Profile allow for identifying preferred pharmacies?			
	Online Bill Pay			
164.	How does your solution accommodate online bill payment?			

Item #	Description	Availability	Est. Delivery Date	Comments
165.	Does your solution accommodate for the viewing of statements?			
166.	Can your solution integration with our billing system?			
	eVisits			
167.	Does your solution have an eVisit component, whereby patients have to answer a series of applicable questions to securely communicate about their condition (e.g., headaches) with their Provider?			
168.	Can the eVisit encounter be accessed for viewing via the hospitals HIS/EMR system?			
	Reporting			
169.	What reports are available within the system?			
170.	List the standard reports that are provided with your Portal solution			
	Implementation Overview			
171.	Discuss your proposed implementation approach and methodology.			
172.	Will the implementation staff be on-site, remote, etc.?			
173.	What is the typical timeline of a project of this nature? Please include a sample project plan based on each of the phases identified			

Item #	Description	Availability	Est. Delivery Date	Comments
	above.			
174.	What is the typical lead-time to start the implementation once the contract is signed?			
175.	Describe your training approach, train-the-trainer, Web based, etc.			
176.	What documentation is provided with the system e.g. Manuals?			
	Proposal Summary			
177.	Does your solution have a Registration module?			
178.	Does your solution have an Appointment Request module?			
179.	Does your solution have an online Referral Request?			
180.	Does your solution offer secure Patient Communication capabilities?			
181.	Does your solution offer secure Staff Communication capabilities?			
182.	Does your solution have a means for patient's to request their test results?			
183.	Does your solution have a Personal Health Record?			
184.	Does your solution have an online Bill Pay offering?			

Item #	Description	Availability	Est. Delivery Date	Comments
185.	Does your solution have an eVisit offering?			
186.	Can Announcements be controlled and administered by staff to be displayed to the Patient?			
187.	Does the solution provide the ability to display a list of Frequently Asked Questions?			
188.	Is there a way to provide details regarding hospital events and allow for online registration for events?			
	Universal Patient Accessibility			
189.	Does your solution meet the requirements for disabled user access per Section 508 of the Rehabilitation Act, §1194.22.			
190.	Does your solution allow patients to access the portal using the web browser of choice, including: 5. Firefox version 2 and greater 6. Internet Explorer version 6 and greater 7. Apple Safari 8. Opera			
191.	Does your solution allow patients to access the portal using common end-user computing environments used by Santa Clara County residents, including: 4. Microsoft Windows			

FUNCTIONALITY AND INTEGRATION (VENDOR-HOSTED (ASP) SOLUTION)

Item #	Description	Availability	Est. Delivery Date	Comments
	5. Apple OS X (Macintosh) 6. Linux (Ubuntu/Debian, Red Hat/CentOS, SUSE)?			
192.	Does your solution allow patients to access the portal using devices with resolution-constrained displays, such as netbooks?			
193.	Does your solution allow patients to access the portal using mobile devices such as the Apple iPhone/iPod Touch, Blackberries, and Windows Mobile. If your solution provides this functionality, please list the platforms mobile browsing is validated on, and any custom plugins or "apps" required in the comments.			
194.	Is your solution useable for patients on both broadband and dial-up connections?			
195.	Is your solution accessible and useable by patients accessing the portal from a terminal in a public facility (i.e. a library, school or correctional facility)? If so, please state precautions taken to reduce risk of unintentional information release or leakage in the comments.			

INTEGRATION REQUIREMENTS FOR A VENDOR-HOSTED SOLUTION

Web Portal Solution		
OFFEROR NAME: _____		
ID	QUESTION	ANSWER / EXPLANATION
7.	List the type of interfaces offered and classify them based on the choices below: d. Push model (vendor receives unsolicited messages, e.g. ADT) e. Pull model (vendor sends unsolicited messages, e.g. Charges) f. Query/Response model (query is sent from vendor and response is sent back)	
8.	Is the HL7 (Version 2.x) standard supported? If so, which version?	
9.	If the HL7 (Version 2.x) standard is supported what events are accepted?	
10.	Does the system interface to: ▪ Siemens – Invision PM System ADT ▪ Medversant Technologies - Encompass provider credentialing application ▪ McKesson – CERME (CareEnhance Review Manager). InteQual Criteria delivery. ▪ GE EWS – Scheduling System	

Web Portal Solution																																															
OFFEROR NAME: _____																																															
11.	Is the OPENLink Interface Engine used? If not, what Interface Engine is used and/or supported?																																														
12.	What is the format or standard type of data transmitted on each connection type? <table border="1"> <thead> <tr> <th>Interface Provided (ADT, Charge, etc.)</th> <th>Format (HL7, Fixed, ASCII, etc.)</th> <th>Version / Variant</th> <th>Connectivity Type (TCP/IP, SNA, etc.)</th> <th>Freq (Real Time, Batch)</th> <th># of connections</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> Comments:					Interface Provided (ADT, Charge, etc.)	Format (HL7, Fixed, ASCII, etc.)	Version / Variant	Connectivity Type (TCP/IP, SNA, etc.)	Freq (Real Time, Batch)	# of connections																																				
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APPENDIX C1

IMPLEMENTATION, PROJECT MANAGEMENT, TRAINING, AND ONGOING SUPPORT FOR A COUNTY-HOSTED SOLUTION

If proposing a client server solution, please submit Appendix C1 in your proposal.

1. Project Implementation Plan and Project Management Team

- a. Include the implementation plan the Offeror intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description shall include the organization of the project team, including accountability and lines of authority.
- b. Describe services to be provided to ensure success of the project e.g. publicize the system to employees, organizing support infrastructure and processes, consulting on content set up and management etc.
- c. Describe how the relationship between the County and Offeror will be managed from an account and technical support perspective.
- d. Describe what is required of the County to ensure the successful implementation of the system.
- e. Include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the implementation.
- f. Include a list of proposed project staff and key personnel.
- g. Provide resumes, experience narratives and at least one reference for key personnel who will be assigned to the project, if awarded the contract.
- h. Explain the relationship of the project management team with the Offeror, including job title and years of employment with the Offeror; role to be played in connection with the proposal; relevant certifications and experience.

2. Statement of Work (SOW) - Training Plan

- a. Include a description for training of both real time and batch responses for three different audiences:
 - i. Power users/administrators, general users, Content creators and Instructors.
 - ii. Technical administrators of the proposed system.
 - iii. Technical operations staff and support staff for the proposed system.
- b. Describe the type and quantity of training that will be provided for each audience. The description must include:
 - i. The methods by which training will be provided e.g. online, on-site, webcast, self paced online courses etc;
 - ii. A recommended training curriculum;
 - iii. Explain how the Offeror will work with the County to determine training needs and tailor the curriculum;

- iv. Explain the type of training that will be provided at what stage/phase of the project as well as follow-up training after implementation;
 - v. Explain the ability to provide training at a County location.
- c. Describe the training facility requirements for physical layout, communication needs (internet connectivity, etc), projectors, # of computers, etc that are needed to fulfill the proposed training plan. Identify which elements of the training facility will be supplied by the Offeror.

3. **SOW - Project Work Plan**

Include a detailed work plan for the implementation and operation of the proposed system.

- a. **Task Level** -The plan shall include all activities necessary for a successful project down to the task level. No task can exceed more than eighty hours in the work plan.
- b. **Identify All Resources** - The plan shall clearly identify all Offeror (including subcontractors) and using agency resources required to successfully complete the project. Provide job descriptions and the number of personnel to be assigned to tasks supporting implementation of the project. Identify County resources needed for each task.
- c. **Deliverables** – describe the deliverables of each task.
- d. **Time lines** – describe the timeline of each task.
- e. **Acceptance criteria** – describe the criteria used to determine completion of each task.
- f. **Plan Progress Charts** - The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones. A sample project plan shall be submitted using Microsoft Project.

4. **System Documentation**

- a. Describe the documentation provided to facilitate system implementation.
- b. Describe the System Administrator documentation provided.
- c. Describe if user groups exist to collaborate on issues pertaining to the Offeror's software, including how often and where they meet. Explain if the user group is a separate independent organization or funded and organized by the Offeror.
- d. Attach a listing summarizing available stock ("canned") reports provided by the solution and a sample of each.
- e. Describe how system documentation is provided (online, hard copy etc) for the initial implementation as well as future updates and releases.

5. **Acceptance Test Plan**

Include an acceptance test plan. The plan shall individually address each system component that comprises of the proposed system, approach for load testing, and number of people to be involved in testing. The plan should document the acceptance testing approach, resources and/or tools that may

be used to validate the functions and features of the proposed system. Include an example test plan that is representative of the structure, content, and level of detail planned for this project.

6. Risk Management

Submit a risk assessment using the methodology published by the Project Management Institute or other comparable methodology. Include risk mitigation strategies as well as the resources the using agency may utilize to reduce risk.

7. On-Going Service and Support

- a. Describe the post implementation follow-up activities that will be provided by the Offeror, specifically addressing the following tasks:
 - i. Post-live system debugging to bring application into full conformance with documentation, proposal and modification specifications
 - ii. Six-month and 12-month post live operational (non-technical) audits to review SCVMC utilization of the software and to provide recommendations for optimizing benefits.
 - iii. Describe how application and support documentation is updated and distributed.
- b. Provide the normal hours and describe the channels (phone, email, web, etc.) for support. Describe how after hours support is provided. Describe the support and escalation process, including response times.
- c. Indicate the current version of the package. Indicate when the next major version of the package will be available. For major software upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released, how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
- d. Explain if the cost of upgrades is included in the annual hosting fee.
- e. Explain if software upgrades, or other maintenance window, will impose a service disruption on the system. If yes, discuss frequency and duration of the service disruptions.
- f. Explain if there is a user group. If yes, explain how often they meet and where the meetings are held. Include if the user group is a separate independent organization or funded and organized by the Offeror.

8. Value Added Services (Optional)

Offerors are encouraged but not required to propose any optional value added services they believe would help the using agency to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant to patient portal systems and must not exceed two (2) pages in length.

APPENDIX C2

IMPLEMENTATION, PROJECT MANAGEMENT, TRAINING, AND ONGOING SUPPORT FOR AN ASP (VENDOR-HOSTED) SOLUTION

If proposing an ASP solution, please submit Appendix C2 and Exhibit G in your proposal.

1. Project Implementation Plan and Project Management Team

- a. Include the implementation plan the Offeror intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description shall include the organization of the project team, including accountability and lines of authority.
- b. Describe services to be provided to ensure success of the project e.g. publicize the system to employees, organizing support infrastructure and processes, consulting on content set up and management etc.
- c. Describe how the relationship between the County and Offeror will be managed from an account and technical support perspective.
- d. Describe what is required of the County to ensure the successful implementation of the system.
- e. Include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the implementation.
- f. Include a list of proposed project staff and key personnel.
- g. Provide resumes, experience narratives and at least one reference for key personnel who will be assigned to the project, if awarded the contract.
- h. Explain the relationship of the project management team with the Offeror, including job title and years of employment with the Offeror; role to be played in connection with the proposal; relevant certifications and experience.

2. Statement of Work (SOW) - Training Plan

- a. Include a description for training of both real time and batch responses for three different audiences:
 - i. Power users/administrators, general users, Content creators and Instructors.
 - ii. Technical administrators of the proposed system.
 - iii. Technical operations staff and support staff for the proposed system.
- b. Describe the type and quantity of training that will be provided for each audience. The description must include:
 - i. The methods by which training will be provided e.g. online, on-site, webcast, self paced online courses etc;
 - ii. A recommended training curriculum;

- iii. Explain how the Offeror will work with the County to determine training needs and tailor the curriculum;
 - iv. Explain the type of training that will be provided at what stage/phase of the project as well as follow-up training after implementation;
 - v. Explain the ability to provide training at a County location.
- c. Describe the training facility requirements for physical layout, communication needs (internet connectivity, etc), projectors, # of computers, etc that are needed to fulfill the proposed training plan. Identify which elements of the training facility will be supplied by the Offeror.

3. **SOW - Project Work Plan**

Include a detailed work plan for the implementation and operation of the proposed system.

- a. **Task Level** -The plan shall include all activities necessary for a successful project down to the task level. No task can exceed more than eighty hours in the work plan.
- b. **Identify All Resources** - The plan shall clearly identify all Offeror (including subcontractors) and using agency resources required to successfully complete the project. Provide job descriptions and the number of personnel to be assigned to tasks supporting implementation of the project. Identify County resources needed for each task.
- c. **Deliverables** – describe the deliverables of each task.
- d. **Time lines** – describe the timeline of each task.
- e. **Acceptance criteria** – describe the criteria used to determine completion of each task.
- f. **Plan Progress Charts** - The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones. A sample project plan shall be submitted using Microsoft Project.

4. **System Documentation**

- a. Describe the documentation provided to facilitate system implementation.
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- c. Describe if user groups exist to collaborate on issues pertaining to the Offeror's software, including how often and where they meet. Explain if the user group is a separate independent organization or funded and organized by the Offeror.
- d. Attach a listing summarizing available stock ("canned") reports provided by the solution and a sample of each.
- e. Describe how system documentation is provided (online, hard copy etc) for the initial implementation as well as future updates and releases.

5. **Acceptance Test Plan**

Include an acceptance test plan. The plan shall individually address each system component that comprises of the proposed system, approach for load testing, and number of people to be involved in testing. The plan should document the acceptance testing approach, resources and/or tools that may be used to validate the functions and features of the proposed system. Include an example test plan that is representative of the structure, content, and level of detail planned for this project.

6. Risk Management

Submit a risk assessment using the methodology published by the Project Management Institute or other comparable methodology. Include risk mitigation strategies as well as the resources the using agency may utilize to reduce risk.

7. On-Going Service and Support

- a. Describe the post implementation follow-up activities that will be provided by the Offeror, specifically addressing the following tasks:
 - i. Post-live system debugging to bring application into full conformance with documentation, proposal and modification specifications
 - ii. Six-month and 12-month post live operational (non-technical) audits to review SCVMC utilization of the software and to provide recommendations for optimizing benefits.
 - iii. Describe how application and support documentation is updated and distributed.
- b. Provide the normal hours and describe the channels (phone, email, web, etc.) for support. Describe how after hours support is provided. Describe the support and escalation process, including response times.
- c. Indicate the current version of the package. Indicate when the next major version of the package will be available. For major software upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released, how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
- d. Explain if the cost of upgrades is included in the annual hosting fee.
- e. Explain if software upgrades, or other maintenance window, will impose a service disruption on the system. If yes, discuss frequency and duration of the service disruptions.
- f. Explain if there is a user group. If yes, explain how often they meet and where the meetings are held. Include if the user group is a separate independent organization or funded and organized by the Offeror.

8. Value Added Services (Optional)

Offerors are encouraged but not required to propose any optional value added services they believe would help the using agency to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant to patient portal systems and must not exceed two (2) pages in length.

APPENDIX D

PROPOSAL COST RESPONSE FORM

PAGE 1 OF 3

Offeror – please complete the applicable sections based upon your proposed solution. If proposing both types of solutions, you must complete one cost response form for each solution. The proposed cost shall include all fees, including one-time and recurring, sales tax, and value added options.

Proposed solution (check one): Client Server ____ ASP ____

Offeror Name: _____

Section I – One Time Costs

DESCRIPTION	PROPOSED PRICE
1. Proposed Software	
2. Customization	
3. Installation/Implementation	
4. Project Management	
5. Training, including all materials	
6. Travel Expenses (Total from Section II below)	
7. Other One-time Costs (Total from Section III below)	
8. Applicable Sales Tax	
Total One Time Cost	

Section II – Travel Expenses

Please itemize the travel expense in Row 6 in the above table, if any.

Description	Cost
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
Total \$ _____	

Section III – Other One-time Costs

*Please itemize all other costs, including, but not limited to: enhancement at an additional cost, proposed modules, third party software to operate the proposed software, etc. Use an attachment, if necessary. Be sure to state the total in Row 7 in the above table.

Description	Cost
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
Total \$ _____	

Section IV – Recurring Annual Costs

List any recurring cost below.

A. Client Server Solution:

MAINTENANCE AND SUPPORT	LIST PRICE/COST	PROPOSED COST	DISCOUNT % OFF LIST PRICE/COST
1. Year One			
2. Year Two			
3. Year Three			
4. Year Four			
5. Year Five			
TOTAL			

B. ASP Solution:

HOSTING FEE	LIST PRICE/COST	PROPOSED COST	DISCOUNT % OFF LIST PRICE/COST
1. Year One			
2. Year Two			
3. Year Three			
4. Year Four			
5. Year Five			
TOTAL			

An ASP solution requires a dedicated T1 line to transfer data via interfaces. If offering a ASP solution, please provide the one-time and monthly cost estimates for a T1

DESCRIPTION	PROPOSED COST
1. Set Up Fees	
2. Monthly maintenance fees	
3. Other	

ESCROW ACCOUNT	ANNUAL FEE
1. Year One	
2. Year Two	
3. Year Three	
4. Year Four	
5. Year Five	
TOTAL	

Section V – Other Value Added Services:

Please itemize other value added services cost below.

Description	Cost
1. _____	\$ _____
2. _____	\$ _____

OFFEROR NAME: _____

APPENDIX E
NON-COLLUSION DECLARATION

I, _____, am the
(Print Name)
_____ of _____,
(Position/Title) (Name of Company)

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

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

COMPANY NAME: _____

AUTHORIZED
SIGNATURE _____

PRINT NAME: _____

DATE: _____

APPENDIX F

DECLARATION OF LOCAL BUSINESS

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.3.13. A bidder or proposer has the option of qualifying for the preference by self-declaring its qualification as a "local business." By signing below, the bidder or proposer is certifying its qualification as a "local business" for purposes of application of Santa Clara County's policy and is deemed to be applying for the local preference.

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid or proposal not being considered for application of Santa Clara County's local preference policy. False or dishonest responses will result in rejection of the bid or proposal and curtail the firm or individual's ability to conduct business with the County in the future. It may also result in legal action.

Provide the complete physical address of your business with meaningful "production capability" located within the boundary of the County of Santa Clara. The term "production capability" means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm's/bidder's/proposer's ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a "Local Business." If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Business Name: _____

Street: _____

City/State: _____ Zip Code: _____

Please Indicate Business Organization (Check One)

☐ Individual Proprietorship

☐ Corporation

☐ Partnership

☐ Other

By filling this form, bidder/proposer declares its qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.3.13.

The undersigned declares that he or she is an official/agent of responding firm or individual and is empowered to represent, bind, and execute contracts on behalf of the firm or individual.

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Exhibit and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

Signature

Title

Name

Date

Business License Number (if applicable)

APPENDIX G

ASP SECURITY ASSESSMENT CHECKLIST

Application Name: _____ **Vendor Name:** _____

ASP/SAAS SECURITY ASSESSMENT CHECKLIST

Briefly describe the purpose of the application. Include an overview of the application architecture, and identify the data that will be 1) stored on the application server at the Vendor site, and 2) that will be transmitted between the application and the County. Also include information on the user authentication process.				
County Policy Ref. #	Description of County Requirement	Details on How Vendor Meets Requirement	Other Security Measures That Mitigate This Risk	Comments
16.3.4	The Vendor has a written Disaster Recovery Plan that offers a viable approach to restoring operations following an emergency situation.			
16.3.4a	The Vendor site has adequate, redundant physical and/or logical network connectivity to ensure continued operations following a network failure.			
16.3.4b	The Vendor performs system/application database backups on a schedule that is consistent with the importance of the application.			
16.3.4b	Backup media are treated with a level of security commensurate with the classification level of the data they contain.			
16.3.4c	Vendor servers are closely monitored for both performance and availability.			
16.3.4d	The Vendor is willing to sign a Service level Agreement (SLA) that is consistent with the importance of the application to the County.			

ASP SECURITY ASSESSMENT CHECKLIST

16.3.5	The Vendor has a formal, written Security Policy, and is willing to provide a copy of this policy to the County on request.			
County Policy Ref. #	Description of County Requirement	Details on How Vendor Meets Requirement	Other Security Measures That Mitigate This Risk	Comments
16.3.5a	If users access the application directly on the Vendor server, user authentication involves more than a simple User ID/password combination, such as one-time password technology.			
16.3.5b	Once granted access, Users are limited to authorized activities only; i.e., customers are prevented from accessing either applications or data that belong to other customers.			
16.3.5c	Vendor network connectivity is protected by firewalls, intrusion detection/ prevention systems, etc. designed to protect against attack.			
16.3.5d	The equipment hosting the Department's application is located in a physically secure facility that employs access control measures, such as badges, card key access, or keypad entry systems.			
16.3.5d	Vendor servers are kept in locked areas/cages that limit access to authorized personnel.			
16.3.5e	Vendor staff is bonded, and/or have been subjected to background checks.			
16.3.5f	Vendor servers are hardened against attack and operating system and security-related software patches are applied regularly.			
16.3.5f	Commercially available anti-virus software is used on the servers, and is maintained			

Appendix G
ASP SECURITY ASSESSMENT CHECKLIST

	in a current state with all updates.			
County Policy Ref. #	Description of County Requirement	Details on How Vendor Meets Requirement	Other Security Measures That Mitigate This Risk	Comments
16.3.5g	Vendor servers are monitored on a continuous basis, and logs are kept of all activity.			
16.3.5g, 16.3.5h, 16.3.5i	The Vendor is willing to report security breaches and/or security issues to the County.			
16.3.5h	The Vendor conducts regular vulnerability assessments, using viable third-party organizations, designed to assess both the Vendor's network infrastructure and the individual servers that host applications.			
16.3.5h	The Vendor implements "fixes" to correct vulnerabilities discovered during security audits.			
16.3.5i	The Vendor has a formal, written Incident Response Plan.			
N/A	(Desirable) The network infrastructure hosting the Department application is "air-gapped" from any other network or customer that the Vendor may have. This means that in an ideal situation, the application environment used by the County uses a separate, dedicated server and a separate network infrastructure.			
N/A	Identify the APIs that may be part of the solution, and indicate industry standards or best practices employed to ensure security of the data and the integration (e.g., web services, directory services, XML,			

Appendix G
ASP SECURITY ASSESSMENT CHECKLIST

	scripting, etc.)			
N/A	What application security standards, if any, are followed? (e.g., OASIS, WC3, etc.).			
County Policy Ref. #	Description of County Requirement	Details on How Vendor Meets Requirement	Other Security Measures That Mitigate Risk	Comments
N/A	If the application processes credit card information, has the application been certified as PCI compliant? Include information on the level of compliance (e.g., Merchant Level 2) and how the application has been certified.			
Policy 13.0, Encryption	Data “in motion,” including user authentication information and credentials, are encrypted.			
Policy 13.0, Encryption	Data “at rest” (stored on the application server), including user authentication information and credentials, are encrypted.			
Policy 13.0, Encryption	Encryption or hashing algorithms utilized by the Vendor application infrastructure use standard algorithms that have been published and evaluated by the general cryptographic community.			
N/A	The Vendor is willing to permit on-site visits by County staff in order to evaluate security measures in place.			
N/A	If the Vendor will be connecting to the County via a private connection (such as a dedicated T1 circuit), the Vendor agrees that the circuit will terminate on the County's extranet, and operation of the			

ASP SECURITY ASSESSMENT CHECKLIST

	circuit will fall within the policies related to network connections from non-County entities.			
--	--	--	--	--

County Policy Ref. #	Description of County Requirement	Details on How Vendor Meets Requirement	Other Security Measures That Mitigate Risk	Comments
N/A	If access to the application uses the Internet, data traffic between the County and the Vendor is protected through the implementation of SSL-VPN or equivalent technology.			

Contractor Signature: _____

County CIO's Office Approval: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

Date: _____

APPENDIX H

VENDOR REMOTE ACCESS AND USER RESPONSIBILITY

1. Scope of Access

a. Remote access is the act of connecting to County of Santa Clara ("County") systems from a non-County system through a public network or non-County network infrastructure. Systems include personal computers, workstations, servers and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices). County hereby grants remote access to the following County systems at the locations listed, collectively referred to as "IS," in accordance with the terms of the Agreement:

County Systems: _____

All other access is prohibited.

b. Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Contractor-installed programs. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

c. Modifications to Access Right: County will review the scope of Contractor's access rights periodically. In no instance will Contractor's access rights be reduced, limited or modified in any way that prevents or delays Contractor from performing its obligations set forth in the Agreement. Any modifications to these access rights must be mutually agreed to in writing by County and Contractor.

2. Security Requirements

a. Contractor will not install any remote access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and Contractor's respective designees.

b. Contractor may only install and configure remote access capabilities on County systems in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.

c. Contractor will only remotely access County systems, including those connections initiated from a County system, if the following conditions are met:

1. Contractor will submit documentation verifying its network security mechanisms to County for County's review and approval. The County requires advanced written approval of Contractor's security mechanisms prior to Contractor being granted remote access.

2. Contractor security systems must include the following minimum control mechanisms:

- a. Two Factor Authentication: an authentication method that requires two of the following three factors to confirm the identity of the user attempting remote access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to Contractor site Virtual Private Network (VPN) infrastructure.
- b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or LANs).
- c. Audit tools that create detailed records/logs of access attempts.
- d. All systems used to remotely access County systems must have installed and activated industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall).
- e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Contractor's respective designees.

3. Monitoring/Audit

County will monitor access to and activities on County owned or managed systems and networks. All remote access attempts to County networks and/or systems will be logged on a County managed and monitored system with the date, time, and user identification.

4. Copying Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any IS unless otherwise stated in the Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations set forth in the Agreement.

5. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect County's data contained on County owned and/or managed systems and networks within Contractor's control from unauthorized access. Prior written approval is required before Contractor may connect County networks or systems to non-County owned and/or managed networks or systems. Such connections will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be timely approved in writing by County. All modem access and other forms of remote access, including, but not limited to, VPN access, will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.

6. Person Authorized to Act on Behalf of Parties:

The following persons are the designees for purposes of this Agreement:

Contractor: Title/ Designee _____

County: Title/ Designee _____

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.

7. REMOTE ACCESS BACK-UP MODEL:

This Remote Access Back-Up Model will only be used in the event that the primary model selected below is inoperable. Contractor will abide by the additional provisions relating to the back up model selected below in the event Contractor utilizes the back up model.

8. ACCESS MODELS:

Contractor agrees to abide by the following additional provisions relating to the primary model selected as indicated below. Please mark appropriate box for each model or if a model is inapplicable, please check the box marked N/A.

A. VPN - Site-to-Site ☐ Primary ☐ Backup ☐ N/A

Contractor support staff will have 24x7 access to all Contractor supported software, devices and systems (including applicable third party software products).

In addition to the above terms, the Contractor agrees to the following:

1. Only staff providing services or fulfilling Contractor obligations under the Agreement will be given remote access rights.
2. Only Contractor supported software, devices and systems (including applicable third party software products) will be accessed.
3. An encryption method reviewed and approved by the County will be used. County is solely responsible and liable for any delay or failure of County, as applicable, to approve the encryption method to be used by Contractor where such delay or failure causes Contractor to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under the Agreement.
4. Contractor will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County no more frequently than once every 90 days.
5. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

Contractor will promptly report to Customer all system changes made via remote access.

B. Manually Switched Dialup Modem ☐ Primary ☐ Backup ☐ N/A

In addition to the terms set forth elsewhere in this Agreement, the Contractor agrees to the following:

1. Contractor will use reasonable efforts to notify the County's Technical Services Manager or his/her designee in the following instances: at least ½ hour prior to access to allow County to activate the modem connection and give estimated time connection will be required and when the access can be deactivated.
2. County acknowledges that Contractor may not be able to provide certain of its services (including, but not limited to, implementation services, maintenance and support (including Standard Support Services) and training services) using this Remote Access Back-Up Model.
3. County is solely responsible and liable for any inability or delay in Contractor performing its obligations under the Agreement where such inability or delay is caused by the use of this Remote Access Back-Up Model.
4. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

C. Client Based VPN/SSLVPN CRYPTOCARD Authentication ☐ Primary ☐ Backup ☐ N/A

This equipment, known as the CRYPTOCARD, is a product used to establish authentication of the Contractor when accessing the Customer's facility through County provided VPN and/or SSLVPN capabilities.

Because the CRYPTOCARD allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the CRYPTOCARD as it would a signature authorizing a financial commitment of a Contractor every time the CRYPTOCARD is used. In addition to the above terms, the Contractor agrees to the following:

1. The CRYPTOCARD is a County-owned device, and will be labeled as such. The label must remain attached at all times.
2. The CRYPTOCARD must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
3. If the remote access equipment is moved to a non-secured site such as a repair location, the CRYPTOCARD will be kept under Contractor control.
4. The CRYPTOCARD is issued to an individual employee of the Contractor and may only be used by the designated individual.

5. If the CRYPTOCARD is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day. The County contact is the County's [TITLE] or his/her designee.

6. Contractor uses the CRYPTOCARD as part their normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

7. The CRYPTOCARD will be issued to Contractor following execution of this Agreement. The CRYPTOCARD will be returned to the County's [TITLE] or his/her designee within five (5) business days following contract termination, or upon written request of the County for any reason. Contractor will notify County's [TITLE] or his/her designee within one working day of any change in personnel affecting use and possession of the CRYPTOCARD. Contractor will obtain the CryptoCard from any employee who no longer has a legitimate need to possess the CRYPTOCARD. Lost or non-returned CRYPTOCARDS will be billed to the Contractor in the amount of \$300 per card.

8. Contractor will not store password documentation with CRYPTOCARDS.

9. Contractor agrees that all employees, agents, contractors, and subcontractors who are issued the CRYPTOCARD will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a CRYPTOCARD will execute this Agreement where indicated below certifying that they have read and understood the terms of this Agreement.

Signatures of employees receiving CRYPTOCARDS:

CONTRACTOR: _____
[TYPE NAME HERE] _____ Date: _____
[TITLE] _____

CONTRACTOR: _____
[TYPE NAME HERE] _____ Date: _____
[TITLE] _____

CONTRACTOR: _____
[TYPE NAME HERE] _____ Date: _____
[TITLE] _____

CONTRACTOR: _____
[TYPE NAME HERE] _____ Date: _____
[TITLE] _____

D. Client based VPN and SSLVPN County System Administrator Authentication ☐ Primary ☐ Backup ☐ N/A

A PIN number will be provided to the Contractor to use as identification for remote access. The County's [TITLE] or his/her designee will verify the PIN number provided by the Contractor. After verification the County's [TITLE] or his/her designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's IS. All system changes will be subject to prior approval by County's [TITLE] or his/her designee. All remote access will be initiated only after a support case has been opened either by County or Contractor.

Because the PIN number allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment of a Contractor executive every time the PIN number is used.

In addition to the above terms, Contractor agrees to the following:

1. The PIN number is confidential, County-owned, and will be identified as such.
2. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
3. If the remote access equipment is moved to a non-secured site such as a repair location, the PIN number will be kept under Contractor control.
4. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
5. If the PIN number is compromised or misused, the Contractor will notify the County's [TITLE] or his/her designee within one (1) business day.
6. Contractors use the PIN number as part their normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
7. The PIN number will be issued to Contractor following execution of this Agreement.
8. The PIN number will be inactivated by the County's [TITLE] or his/her designee within five (5) business days following contract termination, or upon written request of the County for any reason.

INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT

This User Responsibility Statement establishes a uniform, County-wide set of minimum responsibilities associated with being granted access to County information systems and/or County networks.

Definitions

County information systems and networks include all County-owned, rented, or leased desktop computers, laptop computers, handheld devices (including smart phones, wireless PDA's and Pocket PC's), equipment, networks, application systems, data bases and software; these items are typically under the direct control and management of County information system staff. Also included are information systems and networks under control and management of a service provider for use by the County.

Users includes full-time and part-time employees who are on the permanent County payroll, as well as other authorized individuals such as contractors, subcontractors, consultants, temporary personnel, unpaid volunteers and any other authorized individual permitted access to County information systems and/or networks.

County-owned information/data is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under control and management of a service provider for use by the County. This information/data is the exclusive property of the County of Santa Clara, unless excepted through constitutional provision, State or Federal statute, case law, or contract.

A public record is any writing, including electronic documents, relating to the conduct of the people's business.

1. General Code of Responsibility

The following General Code of Responsibility defines the basic standards for user interaction with County information systems and networks. All Users of County information systems and networks are required to comply with these standards.

1.1 Users are personally responsible for knowing and understanding the appropriate standards for User conduct, and are personally responsible for any actions they take that do not comply with County policies and standards.

1.2 Users must comply with County standards for password definition, use, and management. If a User is unclear as to the appropriate standards, it is the responsibility of the User to ask for guidance from their information systems support staff or Agency / Department management.

1.3 Users may not install, configure, or use any modem, any connection to a non-County network or system, or any wireless device, on any County system or network unless authorized to do so in writing by their designated departmental information systems support staff. If

authorized to install, configure or use such a device or capability, Users must comply with all additional, applicable County standards designed to ensure the privacy and protection of data.

1.4 All connections between County information systems/networks and non- County systems/networks, including the Internet, must be approved by the County Chief Information Officer (CIO), or designee, and by the head of the involved Agency/Department. Users, including members of the County's information system support staff, are prohibited from implementing such connections without obtaining this approval in writing.

1.5 No personally owned desktop computer, laptop computer, handheld and/or wireless device, or any other device may be attached to a County network unless such attachment is authorized in writing by designated departmental information systems support staff.

1.6 Users must not attempt to circumvent legal guidelines on software use and licensing by copying software. If a User is unclear as to whether a piece of software may be legitimately copied, it is the responsibility of the User to check with designated departmental information systems support staff.

1.7 Users may not install software on any County system unless specifically authorized to do so in writing by designated departmental information systems support staff.

1.8 Users are asked to be aware of security issues, and are encouraged to report incidents of security breaches (e.g., installation of an unauthorized device) to designated information systems support staff.

1.9 Users must understand and respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:

- Users must not attempt to access County systems or information unless authorized to do so, and there is a legitimate business need for such access.
- Users must not disclose information to anyone who does not have a legitimate need for that information.
- Users must not make or store printed or media-based (e.g., CD or floppy disk) copies of information unless it is a necessary part of that user's job.

1.10 Users must understand and respect the importance of County-owned data as a valuable asset. In particular:

- Users must not change or delete data or information unless performing such changes or deletions is a legitimate part of the user's job function.
- Users must avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.

1.11 Users should be aware that electronic information transported across any County network, or residing in any County information system, is potentially subject to access by technical

support staff, other County Users, and the general public. There are within the County IT environment systems and networks that have been made secure and private but in the absence of such special measures Users should not presume any level of data privacy for information transmitted over a County network, or stored within a County information system.

1.12 In general, Users must not use County systems or networks for personal activities that cannot be shown to either facilitate work tasks or increase job productivity. However, reasonable incidental (deminimus) personal use of County IT resources, such as Internet access and email, is allowed as long as such use does not interfere with the performance of work duties or the operation of the County's information systems. If a User is unclear as to appropriate personal uses, it is the responsibility of the User to ask for guidance from their Agency / Department management.

1.13 All information resources on any County information system or network are the property of the County and are therefore subject to County policies regarding acceptable use. No employee or other authorized User may use any County owned network, computer system, handheld and/or wireless device, cell phone or any other device or data for the following purposes:

- Personal profit, including commercial solicitation or conducting or pursuing their own business interested or those of another organization.
- Unlawful or illegal activities, including the downloading of licensed material without authorization, or downloading copyrighted material from the Internet without the publisher's permission.
- To access, create, transmit, print, download or solicit material that is or may be construed to be harassing or demeaning toward any individual or group for any reason, including on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation.
- To access, create, transmit, print, download or solicit sexually oriented messages or images.
- The knowing propagation or downloading of viruses or other contaminants.
- The dissemination of hoaxes, chain letters, or advertisements.

1.14 Users that are employed by, or otherwise belong to, a HIPAA impacted Agency / Department are responsible for understanding and carrying out their responsibilities and duties as identified in the County HIPAA policies and procedures training.

1.15 Users should refer to the County's email retention policy for guidance with respect to the retention of email messages.

1.16 Users may not configure, access, use, or participate in those Internet services that have been prohibited by County policy, including but not limited to Internet Instant Messaging services (such as AOL Instant Messaging), Internet email services (such as hotmail), and peer-to-peer networking services (such as Kazaa), unless specifically authorized to do so in writing. All use of

such services, even at a Departmental level, is subject to written approval and authorization procedures by the Department Head and the County CIO.

1.17 Users shall not use an internal County email account assigned to another individual to either send or receive emails.

1.18 Users shall not configure their email account to automatically forward email messages to an Internet or other external email system unless specifically authorized to do so in writing by their Department Head and the County CIO. Email messages that are manually forwarded must not contain information that is classified as confidential or restricted.

Acknowledgement of Receipt

This statement hereby incorporates Attachment A - Board of Supervisors Approved policy on "E-Mail", Attachment B – Board of Supervisors Approved Policy on "Internet Usage" and Attachment C - Additional Responsibilities for Users Accessing County IT Assets from a Non-County (Remote) Locations. Attachment C only applies to individuals that have been granted remote access privileges and should only be signed by those specific individuals. By signing this Statement, the following individual signifies that the County's User Responsibility Statement has been read and its contents understood. The signer also acknowledges that violation of any of its provisions may result in disciplinary action, leading up to and including termination and/or criminal prosecution. The signer also acknowledges that this Statement will still be in effect following any transfer to another County Agency or Department, and that all of its provisions will continue to apply to the undersigned.

User Signature _____

Print User Name _____

Agency/Department _____

Date Signed _____

APPENDIX H: ATTACHMENT A - BOARD OF SUPERVISOR'S APPROVED POLICY ON "E-MAIL" (Revised 4-20-2005)

Purpose of Policy

This policy addresses access to and the disclosure of information created, transmitted, received and stored via the County's e-mail systems. Access to e-mail is provided to employees and occasionally to other persons such as authorized contractors or volunteers (collectively referred to as "employees" in this policy), to assist them to perform their work, and their use of email must not jeopardize operation of the County's information systems or the reputation and integrity of the County. This policy is intended to ensure that County employees know their rights and responsibilities in using e-mail, and to ensure the appropriate, cost effective, and efficient use of County e-mail systems.

Use of the County's information systems must withstand public scrutiny. The California Public Records Act (CPRA), Government Code Section 6250, et. seq., requires the County to make all public records available for inspection and to provide copies upon request. A public record is any writing, including electronic documents, relating to the conduct of the people's business. Any information sent via e-mail may be subject to disclosure under the CPRA or requested in the process of litigation discovery. In addition, no use of licensed or copyrighted material should be made without permission from the holder of the license or copyright.

Appropriate Use of E-Mail

E-mail is provided as a business tool, however, its reasonable, incidental use for personal purposes is acceptable, so long as such use does not interfere with performance of work duties nor with the operation of the County's information systems.

A. No employee may use e-mail for inappropriate purposes, such as, but not limited to the following:

- (1) Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization.
- (2) Unlawful or illegal activities.
- (3) Creation or dissemination of harassing or demeaning statements toward any individual or group for any reason, including on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation.
- (4) The dissemination of hoaxes, chain letters, or advertisements.
- (5) The knowing propagation or downloading of viruses or other contaminants.

B. Employees should not create, send, forward, or reply to distribution lists concerning non-County business. Employees should consider the impact on the County's networks when creating and using large, work-related distribution lists.

Access to Messages

A. Employees should have no expectation of privacy in any messages sent via e-mail over the County's networks; employees should not use the system for any messages that they wish to remain private. Any electronic information transported across the County's networks is potentially subject to access by technical support staff, and review, monitoring, and disclosure by an audit authority designated by an employee's department head (or by the County Executive with respect to usage by department and agency heads). All computer applications, programs, and work-related information created or stored by employees on the County's information systems are County property. If employees make incidental use of the e-mail system to transmit personal messages, such messages will be treated no differently from other messages.

B. The use of employee passwords and other message protection measures, other than those specifically authorized by the County, are prohibited. The County's authorization to use a password or other data protection measure shall not constitute consent by the County to maintain the messages as private.

C. This policy does not supplant the legal protections available to shield confidential, internal County communications from third party requests, such as information exempt from disclosure under the CPRA, shielded by attorney-client privilege, or subject to state law mandating confidentiality for specific subject matter.

Retention Policy

E-mail that is not necessary to the ordinary course of business should be routinely deleted.

Enforcement

Any violation of the County's e-mail policy may result in appropriate disciplinary action up to and including termination. Any improper e-mail will not be disclosed by the County to others except to the extent necessary to consider and to implement discipline, for other employment related purposes, or to respond to litigation requests. Potential criminal conduct which is revealed by improper e-mail will be referred to the appropriate law enforcement authorities.

APPENDIX H: ATTACHMENT B – BOARD OF SUPERVISOR’S APPROVED POLICY ON “INTERNET USAGE” (Revised 4-20-2005)

Purpose of Policy

The Internet has become an increasingly important source of information for County employees. Many County employees, and occasionally others such as contractors and volunteers (collectively referred to in this policy as “employees”), are provided access to the Internet to assist in the performance of their work for the County. However, the diversity of information available on the Internet brings with it the potential for abuse. This policy is intended to ensure that County employees know their rights and responsibilities in using the Internet, and to ensure the appropriate, cost effective, and efficient use of County Internet access capabilities.

Use of the Internet via the County’s system must withstand public scrutiny. The California Public Records Act (CPRA), Government Code Section 6250, et. seq., requires the County to make all public records available for inspection and to provide copies upon request. A public record is any writing, including electronic documents, relating to the conduct of the people’s business. The CPRA applies to information processed, sent and stored on the Internet. Additionally, records of Internet use may be requested during litigation discovery. No use of licensed or copyrighted material should be made without permission from the holder of the license or copyright.

Appropriate Internet Use

Access to the Internet is provided as a business tool, however, its reasonable, incidental use for personal purposes is acceptable, so long as such use does not interfere with performance of work duties or the operation of County information systems.

A. No employee, however, may use the Internet for inappropriate purposes, such as, but not limited to the following:

(1) Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization.

(2) Unlawful or illegal activities, including the downloading of licensed material without authorization, or downloading copyrighted material from the Internet without the publisher’s permission.

(3) To access, create, transmit, print, download or solicit material that is or may be construed to be harassing or demeaning toward any individual or group for any reason, including on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation.

(4) To access, create, transmit, print, download or solicit sexually-oriented messages or images.

(5) The knowing propagation or downloading of viruses or other contaminants.

B. Internet Relay Chat channels or other Internet forums such as newsgroups or net servers may be used only to conduct work-related business.

Access to Usage Records

A. Employees should have no expectation of privacy in their usage of the Internet. An audit authority designated by a department head may monitor usage of the Internet by department employees, including reviewing a list of sites accessed by an employee within the department; audit and examination of usage by an agency or department head shall be performed by a person designated by the County Executive. For this purpose, records of access to sites, materials and services on the Internet may be recorded and retained for a time period set by the County. The County or department head may restrict access to certain sites that it deems are not necessary for business purposes.

B. This policy does not supplant the legal protections available to shield confidential, internal County communications from third party requests, such as information exempt from disclosure under the CPRA, shielded by attorney-client privilege, or subject to state law mandating confidentiality for specific subject matter.

Enforcement

Violation of the County's policy on Internet use may result in appropriate disciplinary action up to and including termination. Any improper Internet usage will not be disclosed by the County to others except to the extent necessary to consider and to implement discipline, for other employment related purposes, or to respond to litigation requests. Potential criminal conduct which is revealed by inappropriate Internet usage will be referred to the appropriate law enforcement authorities.

APPENDIX H: Attachment C – Additional Responsibilities for Users Accessing County IT Assets from a Non-County (Remote) Locations

“Remote access” involves access to County Information Technology (IT) assets from a non-County infrastructure, no matter what technology is used to accomplish such access. This includes (but is not limited to) access to County IT assets from employee homes using modem-based or Internet connectivity, such as DSL or cable modem access. Systems that might be employed to accomplish such access include, but are not limited to, personal computers, workstations, laptops, palm-tops, “smart” phones, and any device that has network capabilities, such as routers and switches. All remote access to County IT assets must be via secure, centralized, County-controlled mechanisms and technologies that have been reviewed and approved by the County CIO or designee. Users are not permitted to implement, configure, or use any remote access mechanism other than those that have been formally reviewed and approved in this manner. These approved technologies must include the following security features:

- Two-Factor Authentication: A strong method of authentication that verifies that the User is in fact the individual he is claiming to be. The two-factor authentication approach requires that the User provide two of the following three items: 1) something that the user has (such as a token card access device), 2) something that the user knows (such as a password or Personal Identification Number (PIN)), and 3) something that the user “is” (such as a fingerprint or retina scan). An equal or stronger authentication method may be used if approved by the County CIO or designee.
- User-specific, centrally controlled authorization (permissions) that limit User privileges once the User has been authenticated.
- Audit tools that create detailed records of all remote access attempts and remote access sessions including user identifier, date and time of access attempt. The following regulations, responsibilities, and limitations apply to all Users attempting remote access to County IT assets, where a “User” is defined as *“any individual accessing and/or using County IT assets, including employees, contractors, subcontractor, consultants, part-time employees, volunteers, and any other authorized individual attempting access or use of the County’s IT infrastructure.”*
- Remote access is supported and provided only for those Users that have both read and signed the County’s general User Responsibility Statement.
- Approval for use of County remote access mechanisms will be granted to a specific User, by the appropriate Agency/Department Head or designee, only on an individual, case-by-case basis. In general, approval for remote access is given only to those Users that require such access in order to perform their job functions.
- Remote access sessions may be monitored, recorded, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when accessing County IT networks, systems, or data.

- Remote devices used for accessing County networks or systems may never be simultaneously connected to a non-County network or system, either directly or indirectly, while being used for remote access to the County, unless such a network or system is part of a remote access infrastructure approved by the County CIO or designee.

- All devices used to remotely access County IT assets must be configured according to County-approved security standards. These include installed, active, and current anti-virus software; software or hardware-based firewall; and any other security software or security-related system configurations that have been required and approved by the County.

- Users that have been provided with County-owned devices intended for remote access use, such as laptops and other portable devices, will take all reasonable care to ensure that these devices are protected from damage, access by third parties, loss, or theft.

- Remote access Users will practice due diligence in protecting the integrity of County networks, systems, and data while remotely accessing County IT assets. Specifically, all remote access sessions are subject to all other relevant County IT security policies and standards, including Local User Authentication, Data Classification, Internet Use, and Email.

Signature of Receipt:

By signing this statement, the User signifies that the contents of this Statement have been reviewed and understood, and that violation of its provisions may result in disciplinary action, leading up to and including termination and/or criminal prosecution. The signer also acknowledges that this Statement will still be in effect following any transfer to another County Agency or Department, and that all of its provisions will continue to apply to the undersigned.

Agency: _____

Signature: _____ Date Signed: _____

APPENDIX I

PROPOSER'S TERMS AND CONDITIONS

Should an Offeror object to any of the County's terms and conditions in Appendix J, Offeror must propose specific alternative language and indicate the reason for the objection. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

In addition, Offerors must submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Offerors must provide specific proposed wording and a brief discussion of the purpose and impact, if any. Include any applicable agreement, such as license, service level, maintenance, etc.

APPENDIX I: ATTACHMENT A

SAMPLE AGREEMENT TERMS AND CONDITIONS

This terms and conditions listed below are the minimum which may be included in an agreement. The County reserves the right to modify, delete or add additional terms and conditions, depending upon the awarded solution.

This Agreement is entered into and is effective _____ by and between the County of Santa Clara, California (hereafter referred to as "County") and _____ (hereafter referred to as "Contractor") to provide a registration quality assurance system, including related maintenance, support, and services as described in this Agreement.

It is mutually agreed between the parties:

1. EXHIBITS

The following Exhibits are attached hereto and incorporated herein by reference and shall apply to this Agreement:

- A. Exhibit – Price Summary and Compensation Plan
- B. Exhibit – Statement of Work (SOW)
- C. Exhibit – Functionalities and Integration
- D. Exhibit – Indemnity and Insurance Requirements for Professional Service Contracts
- E. Exhibit – HIPAA Business Associate Agreement
- F. Exhibit – Vendor Remote Access and User Agreement (if applicable)
- G. Other exhibits as determined.

2. NON-EXCLUSIVE AGREEMENT

This Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide products, support and service; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support, or service.

2. TERM OF AGREEMENT

This Agreement shall not be effective or binding unless approved in writing by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

The initial term of this Agreement shall be effective _____ through _____, with the option by County to renew for two additional one-year periods.

Furthermore, at any time during the term of the Agreement, the Agreement is subject to Termination in accordance with this Agreement. The County may contract with Contractor for recurring services beyond the contract term.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. CONTRACT MODIFICATIONS

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by County's Procurement Director.

6. SCOPE

Contractor agrees to provide the County a _____, including all other products, support and services set forth in this Agreement.

The County will consider Contractor to be the single point of contact with regards to all contractual matters, including payment of any and all charges for products and services acquired under the Agreement and any issues regarding the subcontractor, if any.

Contractor shall provide to the County all documentation and manuals relevant to the operation of this Agreement, at no additional cost.

Unless state otherwise in this Agreement, Contractor shall provide to County reports listed in this Agreement, including spend and usage reports, at no additional cost.

Employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

7. PRICE SUMMARY AND COMPENSATION PLAN

Unless otherwise stated, prices shall be fixed for the term of the contract, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit A of this Agreement is the basis for pricing and compensation plan throughout the term of the Agreement. The maximum compensation paid to the Contractor under the initial term of the Agreement is \$xxxxxxxx.

In the event of a decrease in price, Contractor shall promptly send written notification to the County Contract Administrator and extend the lower price(s) to the County.

Both parties acknowledge that during the term of the agreement, additional products, support and/or services may be added. If a cost is associated, County reserves the right to negotiate the cost. The County Contract Administrator will incorporate additional products, support and services into the agreement by means of an amendment.

8. TIME OF THE ESSENCE

Time is of the essence in the delivery of goods and services by Contractor under this Agreement and any contract release purchase order. In the event that the Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. ACCEPTANCE

Unless otherwise provided in the Statement of Work (Exhibit B), acceptance procedures for _____ will be as set forth in this subsection. The County will be deemed to have accepted a deliverable: a) upon its issuance of written notification of such acceptance; or b) thirty days after receipt of the deliverable, unless at or before that time the County gives Contractor written notice of rejection (collectively, "Acceptance"). No payment for the system will be due before Acceptance thereof. Any notice of rejection will explain how the system fails to substantially conform to the functional and performance specifications of or how the service fails to meet the requirements of this Agreement. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The County, at its sole discretion, will have the option to re-perform the acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the County shall the option of terminating this Agreement in its entirety for default.

11. ADJUSTMENT BY COUNTY

County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Purchasing Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING

Contractor shall invoice according to the pricing exhibit of this Agreement. Invoices shall be sent to the County customer referenced in the individual contract release purchase order.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

14. PAYMENT

Payment shall be due according to the compensation plan on Exhibit A. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of goods or services (i.e. the County will not make "advance payments"). Any acceptance of partial delivery shall not waive any of County's rights.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Agreement and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges.

16. DISALLOWANCE

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

17. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving thirty (30) days written notice specifying the effective date and scope of such termination.

In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services.

18. TERMINATION FOR CAUSE

County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon ten (10) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. For instance, the County may purchase or obtain goods elsewhere and the defaulting Contractor shall be liable for the difference between Contractor's price pursuant to this Agreement, and all costs incurred by the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination For Convenience clause.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor 10 days (or other specified time period) to cure. If, within 10 days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

19. TERMINATION FOR LACK OF APPROPRIATION

The term of the agreement between Contractor and County, and the purchase of goods and/or services hereunder, are contingent on the appropriation of funds by the County. Should sufficient funds not be appropriated, this Agreement may be terminated by County at any time by providing Contractor with thirty (30) days written notice. In the event of such Termination for Lack of Appropriation, County shall be responsible only for any undisputed, unpaid balances for goods and/or services provided by Contractor and accepted by County prior to the effective date of termination.

20. EARLY TERMINATION

Notwithstanding any other provision of this Agreement, County may terminate this Agreement by delivering to Contractor notice of the intent to terminate at least sixty (60) days prior to the intended date of termination. By such termination, neither County nor the Contractor may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination. Termination under this paragraph may be made with or without cause.

21. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty.

22. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

23. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County's activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

24. SOFTWARE LICENSE

Contractor hereby grants the County an unlimited perpetual license to use the software.

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

25. OWNERSHIP OF SOFTWARE

All materials and custom application software developed for the County under this Agreement and all customization of the licensed software (including the source code to the customization) shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. No materials developed for the County or customization of software produced, in whole or in part, by the Contractor in performance of the Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

26. SOFTWARE SOURCE CODE

Software in Escrow: Contractor agrees to maintain a copy of the software source code, including all updates and upgrades, with an escrow agent and to list County as an authorized recipient of this source code in the event that Contractor ceases to do business or breaches its contract. . The source code shall be in magnetic form or on any media specified by County. The escrow agent shall be responsible for storage and safekeeping of the tape. Contractor shall replace the magnetic tapes as updates, enhancements and new versions are released, but at minimum once per year, to ensure readability and preserve the software at the current revision level. Included within these tapes shall be all associated documentation to allow County to load, compile and maintain the software.

Access to Source Code: If the Contractor ceases to do business (whether by bankruptcy, insolvency, merger, sale, assignment of assets or any other reason) or ceases support of this project, and does not make adequate provision of continued support of the licensed software provided by the Contractor, or if this Agreement is terminated by County for cause or convenience, or if Contractor breaches this Agreement, the Contractor shall make available to the Contractor shall make available to County the latest available the most recent licensed version of all software that is relevant to functionality, setup, configuration, and operation of the software, including, but not limited to, a complete copy of the source and executable code, build scripts, object libraries, application program interfaces, and complete documentation of all aspects of the system including, but not limited to, compiling instructions, design documentation, technical documentation, user documentation, hardware and software specifications, drawings, records, and data., as well as the source code and compiler/utilities necessary to maintain the system and related documentation for software developed by third parties. In such circumstances, County shall have the right to unlimited internal use of source code and documentation, and the right to copy, modify, and use said source code and related material.

County shall have the option to purchase the source code license at any time at the

prevailing rate as of the time of purchase.

27. SERVICE LEVEL AGREEMENT

If applicable, Contractor warrants that the service provided pursuant to this Agreement shall be available 100% of the time. Unavailability does not mean an inability to connect to the service due to a failure between the Customer's computer and the Internet. System availability and response time shall be accurately, truthfully and precisely monitored by Contractor on a 24X7X365 basis. Contractor shall certify as to monitoring practice and procedures under penalty of perjury. Contractor shall provide a system availability and response time report at any time upon request by County.

In the event that County experiences less than 99.5% availability in one month, County shall receive service credit of one month.

This Agreement may be terminated for cause and without penalty if Santa Clara County experiences, for 3 months in any 12 month period, less than 99.5% availability, or experiences any period of total unavailability that has not been cured within 3 hours to the satisfaction of the County.

28. STATEMENT OF WORK

A Statement of Work (SOW) is required for all project management, implementation work, and final acceptance test. The SOW shall include all phases, tasks to be performed, the roles and responsibilities of the two parties, deliverables, timelines, completion criteria of each task, and final acceptance criteria. Each task shall include, but not be limited to, site preparation, implementation, installation, training, final acceptance testing and on-going services and support. Exhibit B is the Statement of Work for this Agreement.

The SOW may be revised only by mutual written consent of both parties, which consent shall not be unreasonably withheld. The parties shall undertake best efforts to perform the tasks described in the SOW by the time periods referenced therein. Any changes to the SOW will be done by means of a Change Notice.

Contractor and County shall report to each other at meetings, either in person or by telephone conference, held at regular intervals specified by the County, as to the progress being made by each of them in respect to the SOW, any delays being encountered and the action being taken to recover from such delays.

29. KEY PERSONNEL AND ESCALATION PROCESS

Exhibit ____ of this Agreement lists the key personnel and escalation process, including the project managers, engaged by County and Contractor to perform the work under this Agreement. Additional personnel may be added, if necessary, to complete the project upon mutual agreement by both parties.

Contractor shall make every attempt to ensure that key personnel are not diverted from this project without prior notice to County. Key personnel are those individuals who are determined by County to be central to the management of the project and the implementation of the proposed system, as designated in Exhibit _____. In the event the designated project manager is re-assigned by Contractor to a different project or is

otherwise unavailable, the County will be notified and a replacement project manager with equivalent competence shall be appointed, subject to the approval of the County.

If the number of Contractor's personnel are reduced because of death, permanent termination of employment, or extended illness, Contractor shall, within ten (10) working days of the reduction, replace the same or greater number of personnel with equal ability, experience, and qualification subject to County approval. County, in its sole discretion, may approve additional time beyond the ten (10) working days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel.

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

30. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of Procurement who shall furnish the decision to the Contractor in writing. The decision of the Director of Procurement shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Director of Procurement's decision.

B. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above. Nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

31. ACCOUNTABILITY

Contractors will be the primary point of contact and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

32. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. Contractor is responsible for

payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

33. PERFORMANCE, TEST, MONITOR, AND EVALUATION

33.1 Performance:

33.1.1 Contractor holds itself out as an expert in Inpatient Utilization and Case Management System. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which advice is handled or services are rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent with manufacturer and industry.

33.1.2 Contractor shall provide all products, support and services required within the timelines listed in this Agreement.

33.2 Test:

33.2.1 County will use the criteria established in Exhibit B to determine the acceptance of each task and to test the system.

33.2.2 If the County, in its sole discretion, determines that the system has failed to meet a specific task, specification or requirements of the SOW or this Agreement, or that features or functions said to be present in the Contractor's proposal are absent or do not function properly, County may execute any or all of the following:

- 33.2.2.1. Have the Contractor modify the system to eliminate the deficiency to County's satisfaction;
- 33.2.2.2. Have the Contractor install new hardware as required;
- 33.2.2.3. Extend the acceptance testing period for a reasonable time period to allow time for Contractor to remedy the problems; or
- 33.2.2.4. Cancel this Agreement and its obligations to Contractor. Any pre-payments made to the Contractor shall be prorated to the termination date and the remainder refunded to the County.

33.3 Right to Monitor: Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

33.4 Corrective Action:

33.4.1 Contractor shall comply with all applicable State, Federal and County laws and regulations relating to its performance under this Agreement in all material respects.

33.4.2 If County discovers any practice, procedure, or policy of Contractor which materially deviates from the terms or requirements of this Agreement, which violates federal or state statutes or regulations, the County, in addition to its rights under Termination, may notify Contractor that corrective action is required.

33.4.3 Contractor shall correct any and all discrepancies, violations, or deficiencies to the satisfaction of the County within fourteen (14) calendar days, unless the corrective action requires additional time, in which case Contractor shall have a period of time to make corrections, but not longer than thirty (30) calendar days.

34. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

A. Honor all the terms negotiated in any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.

B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. No additional license or maintenance fee will apply.

C. Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

35. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, etc. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

36. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences,

or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

37. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

38. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

39. HIPAA

Contractor shall comply with the Business Associate Agreement Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 pursuant to the exhibit setting forth HIPAA requirements.

40. INSURANCE

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements.

41. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within 72 hours of the incident unless the County requests or agrees to an extension or another time frame. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

42. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

43. INDEMNITY

County shall not be liable for, and Contractor shall defend, indemnify and hold harmless County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under its agreement with the County.

44. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

45. WARRANTY

Any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is non-exclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

46. CONFIDENTIALITY

Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of County, except as may otherwise be required by law.

47. OWNERSHIP, ACCESS, SAFEGUARD AND RECOVERY OF COUNTY DATA

Ownership of County Data: As between Contractor and County, all County data shall remain the property of the County. Contractor shall not, without County's written permission consent, use or disclose County data other than in the performance of its obligations under this Agreement.

Access to County Data: County may have access to County data and use of the System and software as set forth in this Agreement, 24x7x365.

Safeguarding County Data: During the term of this Agreement and any mutually agreed upon extensions thereof, Contractor shall use software or devices which (i) require Authorized User' end users to enter user identification codes and passwords prior to gaining access to the System, (ii) track the addition and deletion of Authorized User end

users, and (iii) control access by any end user to areas and features of the System as designated by Authorized User Super User or administrator, if applicable.

Recovery of County Data: If any County data is lost or damaged due to the acts or omissions of Contractor while resident in the System, Contractor shall use commercially reasonable efforts to assist in replacing or regenerating such data. In addition, within ten (10) business days of termination of contract, and upon request by the County, Contractor shall return all County data to the County in the format agreed upon by both parties.

48. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

49. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

50. ACCESS AND RETENTION OF RECORDS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Contract and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to

obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

51. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

52. NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract for cause.

53. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal

funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

54. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

55. COUNTY NO SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

56. SEVERABILITY

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

57. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a

waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

58. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement.

59. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

60. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

61. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

62. ENTIRE AGREEMENT

This Agreement and its Exhibits (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

63. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature. The original signature copy must be sent to the County by United States Postal Service mail, sent by courier or delivered by hand.

64. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given

when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

COUNTY:

Name: _____
Contract Administrator
c/o Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131-1040

CONTRACTOR:

Name: _____
Title: _____
Company: _____
Address: _____
Address: _____

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

65. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

66. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

APPENDIX I: ATTACHMENT B
INSURANCE REQUIREMENTS
FOR PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)
PAGE 1 OF 3

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such

cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate- \$2,000,000
- c. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

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

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

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

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

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

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the

maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

APPENDIX I: ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

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

I. Definitions

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

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

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

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

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

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

II. Duties & Responsibilities of BUSINESS ASSOCIATE

- A. BUSINESS ASSOCIATE'S use and/or disclosure of PROTECTED HEALTH INFORMATION ("PHI") will be limited to those permitted or required by the terms of this Agreement or as REQUIRED BY LAW as defined pursuant to 45 CFR 164.501.

- B. Unless otherwise limited by this Agreement, BUSINESS ASSOCIATE may use the PHI in its possession for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities.
- C. BUSINESS ASSOCIATE may further disclose PHI for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities if the disclosure is required by law, or the BUSINESS ASSOCIATE receives reasonable assurances from the person receiving the PHI that it will be held confidentially, and will be used or further disclosed only as required by law and that the person receiving the PHI will notify the BUSINESS ASSOCIATE of any instances known in which the confidentiality has been breached.
- D. BUSINESS ASSOCIATE must not use or disclose PHI in any manner that would constitute a violation of the PRIVACY RULE (Standard for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subpart A and E).
- E. BUSINESS ASSOCIATE must use appropriate safeguards to prevent uses or disclosures of PHI other than as provided for by this Agreement.
- F. BUSINESS ASSOCIATE must report in writing any use or disclosure of PHI not provided for by this Agreement to the COVERED ENTITY as soon as it learns of it.
- G. BUSINESS ASSOCIATE must ensure subcontractors and agents that have access to, or to whom the BUSINESS ASSOCIATE provides PHI, agree in writing to the restrictions and conditions concerning the use and disclosure of PHI which are contained in this Agreement.
- H. At the request of the COVERED ENTITY, BUSINESS ASSOCIATE must comply with the COVERED ENTITY'S request to accommodate an individual's access to his/her PHI in a designated record set maintained by the BUSINESS ASSOCIATE. In the event an individual contacts BUSINESS ASSOCIATE directly about access to PHI, BUSINESS ASSOCIATE will not provide access to the individual but will forward the request to the COVERED ENTITY within three business days of contact.

- I. Within fifteen business days of a request by the COVERED ENTITY, BUSINESS ASSOCIATE will comply with the COVERED ENTITY'S request to amend an individual's PHI in a designated record set maintained by the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE will promptly incorporate any such amendment into the PHI. In the event an individual contacts BUSINESS ASSOCIATE directly about making amendments to PHI, BUSINESS ASSOCIATE will not make any amendments to the individual's PHI but will forward the request to COVERED ENTITY within three business days of such contact.
- J. BUSINESS ASSOCIATE must keep a record of disclosures of PHI for a minimum of six years and agrees to make information regarding disclosures of PHI available to the COVERED ENTITY within fifteen days of a request by the COVERED ENTITY. BUSINESS ASSOCIATE must provide, at a minimum, the following information:
 - (1) the name of the individual whose PHI was disclosed.
 - (2) the date of disclosure;
 - (3) the name of the entity or person who received the PHI, and the address of such entity or person, if known;
 - (4) a brief description of the PHI disclosed; and
 - (5) a brief statement regarding the purpose and explanation of the basis of such disclosure.

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

- (1) To carry out treatment, payment or COUNTY health care operations, or activities that are incident to such disclosures;
- (2) To individuals of their own PHI;
- (3) Pursuant to a written authorization;
- (4) For the facility's directory or to person involved in the individual's care or other notification purposes in 45 CFR 164.510;

- (5) For national security or intelligence purposes;
 - (6) To correctional institutions or law enforcement officials;
 - (7) As part of a limited data set in accordance with 45 CFR 164.514(e); or
 - (8) That occurred prior to the compliance date for the covered entity.
- K. BUSINESS ASSOCIATE must comply with any other restrictions on the use or disclosure of PHI that the COVERED ENTITY may from time to time request.
- L. BUSINESS ASSOCIATE must make its internal practices, books and records relating to uses and disclosures of PHI available to the Secretary of the U.S. Department of Health and Human Services or designee, for purposes of determining the COVERED ENTITY'S compliance with the PRIVACY RULE. BUSINESS ASSOCIATE must notify the COVERED ENTITY regarding any information that BUSINESS ASSOCIATE provides to the Secretary concerning the PHI. Concurrently with providing the information to the Secretary and upon the COVERED ENTITY'S request, BUSINESS ASSOCIATE must provide COVERED ENTITY with a duplicate copy of the information.
- M. Upon the termination of this Agreement for any reason, BUSINESS ASSOCIATE must return or destroy all PHI, including all PHI that is in the possession of subcontractors or agents of the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE must not retain any copies of PHI. If return or destruction is not feasible, BUSINESS ASSOCIATE must notify the COVERED ENTITY of the condition that makes the return or destruction of PHI not feasible. If the COVERED ENTITY agrees that the return or destruction of PHI is not feasible, BUSINESS ASSOCIATE may dispose of the PHI, subject to all of the protections of this Agreement and must make no further use or disclosure of the PHI.
- N. The respective rights and responsibilities of BUSINESS ASSOCIATE related to the handling of PHI survive termination of this Agreement.
- O. Notwithstanding any other provision of this Agreement, the COVERED ENTITY may immediately terminate this Agreement if BUSINESS ASSOCIATE has materially violated its responsibilities regarding PHI under this Agreement upon written notice.

P. **EPHI:** If BUSINESS ASSOCIATE receives, creates, transmits, or maintains EPH on behalf of COVERED ENTITY, BUSINESS ASSOCIATE will, in addition, do the following:

- (1) Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(d) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of COVERED ENTITY.
- (2) Document and keep these security measures current and available for inspection by COVERED ENTITY.
- (3) Ensure that any agent, including a subcontractor, to whom the BUSINESS ASSOCIATE provides EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (4) Report to the COVERED ENTITY any Security Incident of which it becomes aware. For the purposes of this Agreement, Security Incident means, as set forth in 45 C.F. R. section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."