



COUNTY OF SAN MATEO

REQUEST FOR PROPOSALS

FOR

ELECTRONIC CLAIMS PROCESSING INFORMATION COMPUTER SYSTEM

Proposals must be submitted to:

Cyndy Chin
San Mateo Medical Center
County of San Mateo – Information Services Department
222 West 39th Ave
San Mateo, CA 94403

By 5:00 P.M. on Wednesday, March 31, 2010

PROPOSALS MAY NOT BE ACCEPTED AFTER THIS DATE AND TIME

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SECTION I – GENERAL INFORMATION

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo (County) reserves the right to pursue any and/or all ideas generated by this request. Costs for developing the proposal are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County.

BACKGROUND

San Mateo Medical Center (SMMC), the County's hospital, is a fully-accredited 509 bed acute- and long-term care facility which provides emergency, acute medical/ surgical, and psychiatric patient services and a full range of outpatient services to all San Mateo County residents.

San Mateo Medical Center manages and maintains:

- Outpatient clinics throughout San Mateo County
- Long Term Care units, on and off site (including the Burlingame Long-Term Care facility)
- Relationships with approximately 125 physicians
- More than 1,700 employees

Mission: To open doors to excellence in healthcare

Vision

To be recognized as the best public health hospital and clinic system, known for:

- Holistic care—body, mind, and spirit
- Employer of choice, waiting list of candidates for employment
- Effective use of technology
- Research and education, continuous improvement
- Best practices—clinical quality, highest and best use of resources
- Culture of service, innovation, satisfaction and safety
- Timely access to care
- Integrated delivery system
- Cultural competency
- Community care management with chronic disease management programs
- Robust and compelling philanthropy program
- Financial strength
- Improving health for the community.

Values

- Service: The purpose and focus of all we do is to serve our patients, our community and each other.
- Dignity: We respect each other and those we serve.
- Integrity: We are honest and accountable in all that we do.
- Innovation: We are proactive and responsive to an ever-changing environment.
- Excellence: We aspire to be the best at what we do.

STATEMENT OF INTENT

This RFP is for a Hospital Claims Scrubbing and Billing Processing system. San Mateo Medical Center will require the ability to access, review, edit online, and submit hospital patient claims. The San Mateo Medical Center management team will need the ability to extract data and perform a variety of reporting needs.

The target commencement date for the proposed services is **July 1, 2010** subject to negotiation.

SECTION II – RFP PROCEDURE

The resultant Agreement for services will be in effect for a period of three years. The Agreement shall commence per the commencement date on the Agreement.

Firms submitting proposals must be able to show evidence that they are capable of performing the service they propose. Such evidence includes but is not limited to the firm's demonstrated competency and experience in delivering services of a similar scope and type, as well as local availability of the provider's personnel and equipment resources. Inaccuracy of any information supplied within a proposal may constitute grounds for rejection of the proposal.

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	TARGET DATE
1. RFP Release Date	March 3, 2010
2. Deadline to Submit Written Questions	March 12, 2010
3. Release of Responses to Written Questions	March 23, 2010
4. Proposal Deadline, 5:00 p.m.	March 31, 2010
5. Recommendation to Board of Supervisors	May 11, 2010

B. SUBMISSION OF PROPOSALS

By submitting a proposal, each proposer certifies that its proposal is not the result of collusion or any other activity which would tend to directly or indirectly influence the process. The proposal shall be used to determine the applicant's capability of rendering the services to be provided. The failure of an applicant to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a

successful contractor, if any. The County reserves the right to waive any requirements of the RFP when it determines waiving a requirement is in the best interest of the County.

One (1) original and five (5) copies must be received and date stamped by the County no later than *Wednesday, March 31, 2010 at 5:00 P.M.* as specified in Section II, **TENTATIVE SCHEDULE OF EVENTS**. There will be no public opening. All proposals shall be firm offers, and will so be considered by the County. Proposals shall be considered valid offers for a period of ninety (90) days following the close of the RFP.

Proposals received late will not be opened or given any consideration for the proposed services.

All proposals shall be mailed or delivered to: San Mateo Medical Center
County of San Mateo – ISD
Attn: Cyndy Chin
222 W. 39th Avenue
San Mateo, CA 94403

1. Upon receipt by the County, all proposals will be date/time stamped.
2. All proposals received prior to the deadline for proposals will be kept in a secure place.

C. CONFIDENTIALITY OF PROPOSALS

California Government Code sections 6250 et seq. (“California Public Records Act”) define a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

The County cannot represent or guarantee that any information submitted in response to this RFP will be confidential. If the County receives a request for any document submitted in response to this request, it will not assert any privileges that may exist on behalf of the person or business entity submitting the proposal. It is the responsibility of the person or business entity submitting the proposal to assert any applicable privileges or reasons why the document should not be produced. Where possible, the County will give prompt notice to each proposer of any such request under the Act that includes that proposer’s proposal so as to give the proposer an opportunity to assert any applicable privileges or other reasons for non-disclosure to an appropriate court.

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retain the discretion to release or withhold disclosure of any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County, and/or its officers, agents or employees, that the County has violated a Proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. Proposal evaluation will be based on, but not limited to, the criteria below.

During the evaluation process, the County may require the presence of a proposer's representative for answering specific questions orally and/or in writing. The County may also require a visit to the proposer's offices or other field visits or observations by County representatives. Once a finalist or group of finalists is selected, additional review may be required. The most qualified individual or firm based on the RFP Evaluation Committee's analysis of all relevant information (not just cost) will be recommended to SMMC and County management. Award of an agreement has been tentatively scheduled before the Board of Supervisors on **May 11, 2010**.

Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement thereto is the independent sole legal prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. All responses to this RFP become the exclusive property of the County. Any and all costs incurred by the RFP respondents in the preparation of proposals are entirely the responsibility of the respondent.

Each proposal will be checked for the presence of required material and information in conformance with the RFP.

The County reserves the right to accept other than the lowest price when the best interests of SMMC and/or the County are served by doing so. The County reserves the right to give preference to a San Mateo County-based vendor if deemed in the best interest of SMMC and/or the County.

Responses to this RFP should adhere to the format for proposals detailed in **Section V – PROPOSAL SUBMISSION REQUIREMENTS**. The criteria used as a guideline in the evaluation shall include, but not be limited to, the following:

1.	Compliance with RFP requirements, including County contracting requirements
2.	Relevant Firm Experience
3.	Quality and feasibility of proposed approach to meeting needs
4.	Customer Service
5.	Cost to the County
6.	References
7.	Agreement to the terms of the County's standard contract terms
8.	Any other relevant criteria or considerations appearing in the submitted proposals or arising in relation to the RFP process

If errors are found in a proposal, the County may reject the proposal, however, the County may, in its sole discretion, correct arithmetic and/or transposition errors. The proposer will be informed of the errors and corrections.

The County reserves the right to accept other than the lowest prices and to negotiate with proposer on a fair and equal basis when the best interests of SMMC and/or the County are served by doing so.

E. AWARD RECOMMENDATION

The Evaluation Committee will recommend a provider or providers, if applicable, to SMMC and County management or shall recommend that the proposals be rejected. SMMC and County management shall accept or reject the Evaluations Committee's recommendations as it deems to be in the best interests of SMMC and the County.

F. PROTEST PROCESS

If an applicant desires to protest the selection decision, the applicant must submit a written protest within five (5) business days after the delivery of the notice letter about the decision. The written protest must state the specific grounds for the protest. The Deputy Director of Health Systems at the County will respond to the protests within ten (10) days of receiving it and may opt to meet with the applicant to discuss the concerns. The decision of the Deputy Director of Health Systems will be final. The protest letter shall be addressed to:

San Mateo Medical Center
County of San Mateo – ISD
Dorothea Curtin
222 W.39th Avenue
San Mateo, CA 94403

SECTION III – GENERAL TERMS AND CONDITIONS

- 1. Read all instructions.** Please read the entire RFP and all enclosures before preparing your proposal.
- 2. Proposal includes RFP.** This RFP constitutes part of each proposal and includes the explanation of the SMMC's needs, which must be met.
- 3. Proposal costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County.
- 4. Proposal becomes the County's property.** The RFP and all materials submitted in response to this RFP will become the property of the County.

5. **Questions and Response Process.** Submit all proposal questions by one of three methods:
- A. Mailed to: San Mateo Medical Center
The County – Information Services Department
Attn: Cyndy Chin
222 W. 39th Avenue
San Mateo, CA 94403
 - B. E-mailed to: cchin@co.sanmateo.ca.us
 - C. Faxed to: 650 627-9160 Attn: Cyndy Chin

All questions must be received no later than *Friday, March 12, 2010 at 5:00 P.M.*

All questions and answers will be posted on the County Information Services Department website at: <http://www.co.sanmateo.ca.us/isd/rfp>. In no event will a question be answered to one Proposer without posting both the question and answer to the website.

If changes to the RFP are warranted, they will be made in writing and clearly marked as addenda to the RFP and posted to the website.

6. **Award.** The award will be in the form of a “County Agreement with Independent Contractor” (see template at Section VI, Enclosure 4) authorized by a resolution of the County Board of Supervisors, and signed by both parties.

The term of the agreement shall be for three years.

The County reserves the right to reject any or all proposals without penalty. The County’s waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if the proposer is awarded the contract. The County Agreement with Independent Contractor does not constitute a binding legal contract unless and until it has been executed by the San Mateo County Board of Supervisors, and a recommendation by the RFP Evaluation Committee to the Board of Supervisors for adoption of an agreement does not constitute a guarantee the agreement will be accepted by the Board.

If a satisfactory contract cannot be negotiated, the County may, in its sole discretion, begin contract negotiations with more than one of the remaining proposers. The County may contract with more than one proposer if THE County determines, in its sole judgment, that more than one contractor is preferred to provide the specified services.

7. **Other Governmental Agencies – Cooperative Purchasing.** Please indicate if the resultant contract will be extended to other public agencies in the San Francisco Bay area upon their request (Yes/No). Your response to this inquiry shall not affect the award decision unless other factors are deemed to be equal by the County.

8. **Equal Benefits.** With respect to the provision on employee benefits, Contractor/vendor shall comply with the County Ordinances which prohibit discrimination in the provision of employee benefits between an employee with a domestic partner and one with a spouse. See Section VI, Enclosure 2.
9. **Jury Duty.** Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees in San Mateo County shall receive from the contractor, on an annual basis, no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service. See Section VI, Enclosure 2.
10. **Incomplete Proposal May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.
11. **Alteration or variation of terms.** It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the County and proposer selected. Neither oral understandings or agreements not incorporated herein nor alterations or variations of the terms hereof are part of the RFP, are part of any contract arising from this RFP, or are binding unless made or confirmed in writing between said parties hereto.

If proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he/she shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished an RFP for proposal purposes and posted to the website, without divulging the source of the request for same. Insofar as practical, the County will give such notice to other interested parties, but the County shall not be responsible therefore.

If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, he/she shall propose at his/her own risk, and if he/she is awarded the contract, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

12. **Agreement to Comply with Terms of Standard County Agreement.** Each proposal must include a letter or statement indicating the proposed vendor's agreement to comply with the requirements of the standard County contract, a copy of which is attached to this RFP. Those requirements include but are not limited to the following:
 - The County Non-discrimination policy;
 - The County Equal Employment Opportunity requirements;

- County requirements regarding employee benefits;
- The County Jury Duty Ordinance;
- The hold harmless provision;
- County insurance requirements; and
- All other provisions of the standard contract.

In addition, the applicant should include a statement that it will agree to have any disputes regarding any agreement venued in San Mateo County or the Northern District of California.

Applicants must advise County in this section of any objections to any terms in the County's contract and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the applicant is prepared to sign the County Contract as-is.

- 13. Limitation on Contact with SMMC/County Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all County personnel are specifically directed not to hold meetings, conferences or technical discussions with any applicant for purposes of responding to this RFP. In addition, all applicants are prohibited from contacting any County employees, whether employees at SMMC or any other County department, regarding the contents of this RFP except as expressly permitted by this RFP or requested by the County. Any applicant found to be acting in any way contrary to this directive shall be disqualified from entering into any contract that may result from this RFP.

SECTION IV – SCOPE OF WORK

This is a request for proposals for a Hospital Claims Scrubbing and Billing Processing system. San Mateo Medical Center will require the ability to access, review, edit online, and submit hospital patient claims. SMMC management team will need the ability to extract data and perform a variety of reporting needs.

The proposed system must accommodate the ability to electronically transmit claims and retrieve remittance to and from major intermediaries, including, but not limited to, Palmetto A and Palmetto B (Medicare), Medi-CAL, Healthplan of San Mateo, and NEIC.

The system must support electronic claims submission, remittance, and posting of data for special federal and state programs, including Section 1011. San Mateo Medical Center is currently contracted with Trailblazer for Section 1011 claim submissions.

Daily claim loads, transmissions, and remittance retrievals must be an automated process requiring no user intervention. Vendor must have audit reports that verify each of the processes.

Prospective vendor should have the ability to convert all electronic remittance advices from payers into posting files for processing by our Siemens Invision Patient Accounting system.

There are 19 full time billing staff and a total of 30 Patient Financial Service staff who need concurrent access to the claims processing system. In addition, 4 Revenue and Reimbursement Department staff will need access to the system's reporting tools. SMMC generates an average of 1,150 837I-Institutional claims and 700 837P-Professional claims per day, and the proposed system must handle such traffic with additional capacity for reasonable growth in the system during the three-year term.

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

PROPOSAL FORMAT

A. General Instructions:

All proposals should be typewritten, including a cover letter on company letterhead, and have consecutively numbered pages, including any exhibits, charts or other attachments.

Proposal must adhere to the specified content and sequence of information in the RFP.

Proposers must submit one (1) original and five (5) copies. All printing shall be double-sided (duplex).

B. Cover Letter:

Provide a one page cover letter which includes the address, voice and fax telephone numbers, and e-mail address of the person or persons to be used for contact, and which identifies who is authorized to represent the proposer.

All proposals must be signed with a firm name and by a responsible officer or employee who has legal authority to sign on behalf of the firm. Obligations assumed by such signature must be fulfilled.

C. Detailed Proposal:

1. Firm Qualifications and Experience:

- 1.1 Name, address, and contact information for your company.
- 1.2 What form of ownership (e.g., corporation, private) exists for your company?
- 1.3 Does your company have a parent company? If so, what is it and how long has this relationship existed?
- 1.4 What were your company's gross and net revenues during the last three years?

- 1.5 How many customers with fully implemented systems do you have?
How many in our state?
 - 1.6 How many County Hospitals are contracted to your company under current maintenance agreements?
 - 1.7 How many NEW customers acquired the proposed system last year?
In the year before that?
 - 1.8 Provide a current client list, and optionally, a preferred reference list, including contact information.
 - 1.9 Provide a sample contract.
 - 1.10 Provide a statement of qualifications for your firm, including an organization chart, size of firm, description of services provided and extent of experience/history providing the service requested.
 - 1.11 List and explain any current violations or claims against the firm and all having occurred in the past five years, including those resulting in claims against the company.
 - 1.12 List any other relevant information.
- 2. Proposed Approach:** (How will the vendor fulfill the needs of SMMC included in this RFP)
- 2.1 Is travel time to our site billable? If so, at what rate?
Briefly explain policy.
 - 2.2 Will your company assume prime responsibility for all aspects of hardware and software implementation?
 - 2.3 Will initial training be performed at our offices or at your facilities?
 - 2.4 How many of your staff will conduct initial training?
What are their qualifications?
 - 2.5 How much time should we budget for training each user?
 - 2.6 What is your approach to training users? Describe briefly.
 - 2.7 What training materials (e.g. manuals, video tapes, CD-ROM, multi-media) are provided?
 - 2.8 Do you offer ongoing training classes? What is the typical cost per day or class?

- 2.9 Where is your nearest training facility? What resources are available?
- 2.10 Is there an organized national user group? Is there a regional user group in our area? How often and where are meetings?
- 2.11 What documentation (i.e. user, operations, technical) is supplied with your system?
- 2.12 How often is documentation updated? Will you contractually guarantee documentation to be current with new software releases?
- 2.13 Is documentation printed, on CD, or on-line? Briefly describe.
- 2.14 Can users customize on-line help screens and other documentation?
- 2.15 List any other relevant information.

3. Customer Service:

- 3.1 How many employees are dedicated to support of the proposed system?
- 3.2 Where is the nearest software support office to our location? How many technical staff? How many programmers?
- 3.3 Is telephone software support available 24 hours per day and 7 days per week? Are support staff in office at all times or on-call from home?
- 3.4 Is your support department fully staffed 8 a.m. to 5 p.m. for customers in all time zones (e.g., EST to PST)?
- 3.5 Is telephone support time included in the support fees or do you charge on a per call or hourly basis?
- 3.6 Do you have a guaranteed response time for answering customer problem calls? If yes, what is it?
- 3.7 How and when are known software problems (e.g., bugs, errors) resolved? Do you publish a list of known problems?
- 3.8 Will you guarantee that software problems acknowledged by your company will be corrected within a specific time period? If yes, what period?

- 3.9 Who provides hardware maintenance? Who would we call for repairs?
- 3.10 How are software installation fees billed (e.g., fixed amount, line item, hourly)?
- 3.11 How are monthly support fees billed (e.g., fixed amount, variable, hourly)?
- 3.12 Is support available on weekends and all holidays?
- 3.13 List any other relevant information.

4. Staffing:

- 4.1 How many people in total are employed by your company?
- 4.2 How many employees are dedicated to implementation, and development of the proposed system?
- 4.3 List any other relevant information.

5. Software:

- 5.1 What is the name and current release (e.g., version number) of the application software?
- 5.2 When was the software first developed and installed?
When was the last major release or upgrade?
- 5.3 When is the next major software upgrade planned for this system? Briefly, what will be new?
- 5.4 Are all software upgrade costs (e.g., custom programming installation, training) included in support fees? If not, explain.
- 5.5 What is your software warranty period and what is covered?
- 5.6 Will your company guarantee in the contract that the software will comply with all current and future federal and State of California mandates?
- 5.7 Does the system support a graphical user interface (GUI) such as Windows? What is it? What versions are supported?
- 5.8 Does your system employ a DBMS (data base management system)? If so, what is it?

- 5.9 Does your system provide EDI (Electronic Data Interchange) functions? If so, give examples.
- 5.10 Are government mandated Medicare and Medi-CAL software billing change costs included in the maintenance fees? Please explain.
- 5.11 Are government mandated Medicare and Medi-CAL software billing changes automatically updated as part of regular maintenance or do we need to request these? Please explain.
- 5.12 List any other relevant information.

6. Functional Requirements:

- 6.1 Does the proposed system have an integrated eligibility solution/module prior to claims submission?
- 6.2 Does the system generate daily transmission reports including the number of claims accepted/rejected? Please describe.
- 6.3 Please provide sample transmission reports.
- 6.4 What user controls does the product provide related to billing edits?
- 6.5 Does the proposed system support Federally Qualified Health Center (FQHC) billing?
- 6.6 Describe how the system manages passwords, including enforcement of user defined minimum password security and timeouts?
- 6.7 Can the system automate daily claim loads from our host system?
- 6.8 Can the system automate daily claim transmissions to payers?
- 6.9 Can users print documents/claims to local printers or are these limited to specially designated printers?
- 6.10 If staff accidentally deletes a claim can this be recovered easily? If yes, is this performed by the customer or the vendor?
- 6.11 Can claims be cloned using this product?
- 6.12 Can claims be combined using this product?
- 6.13 Does this product have the functionality to automate rebilling a denied claim after correction by the user?

- 6.14 Can this product generate graphs for trending and analysis?
- 6.15 Does this product support California State program billing requirements such as CHDP, PACT, CDP?
- 6.16 Can this product support billing Medicare Part B only benefit coverage?
- 6.17 Can this product provide a monitoring tool for management to identify claim modifications by user, and by date/time?
- 6.18 Can this product provide custom billing edits?
- 6.19 Does this product accommodate National Drug Codes (NDC?)
- 6.20 Does this product support Long Term Care Billing?
- 6.21 Does this product support Professional Fee Billing?
- 6.22 Does this product support Hospital Billing?
- 6.23 List any other relevant information.

7. Hardware:

- 7.1 On what hardware platforms and operating systems does the system run?
- 7.2 Briefly describe the system architecture (e.g. network, centralized, open systems, PC based, LAN, etc.).
- 7.3 Briefly describe the processor, memory, and disk capacity of the file server or main computer
- 7.4 What safeguards (e.g., fault tolerance, hardware redundancy) are included that eliminate unplanned downtime?
- 7.5 How much processing power (e.g., CPU upgrade) can be added to the main computer or file server without replacing the whole unit?
- 7.6 How much memory (e.g., RAM) can be added to the main computer or file server?
- 7.7 How much disk storage capacity can be added to the main computer or file server

- 7.8 What is the maximum number of users or peripherals (printers, workstations) that can be supported?
- 7.9 Is the system or network licensed for a maximum number of ports, processes or concurrent users? How many? What is the next level and associated cost?
- 7.10 If the system employs a network, what network operating system (e.g. Windows 2000, Novell) is used?
- 7.11 If the system employs a network, what network technology is used? (e.g., ethernet, X.25, token ring, etc.)
- 7.12 If the system employs a network, what protocol(s) (e.g., IPX, TCP/IP, SNA, etc.) are supported?
- 7.13 If the system employs a network, can more than one protocol be supported?
- 7.14 What cabling methods does the system use? (e.g., 100BaseT, coaxial, wireless, etc.)
- 7.15 What items (e.g., cabling, air conditioning, backup power supply) are required that are not included in your proposal?
- 7.16 List any other relevant information.

8. Operations:

- 8.1 What personnel and qualifications do we need to support and operate this system?
- 8.2 Does the system require regularly scheduled (e.g., daily, monthly) down time for backups, system maintenance, etc.? Briefly explain.
- 8.3 What are the data retention capabilities and recommendations for maintaining history on-line?
- 8.4 What system performance monitoring and optimization tools are included?
- 8.5 List any other relevant information.

9. Databases:

- 9.1 Is your application based on a leading database platform, e.g. DB2, Oracle, SQL Server, etc.? If so, which one?
- 9.2 Does your application support direct links to SQL and ODBC?

- 9.3 If your application database is not "open," do you offer a high-speed gateway to any standard database platform
- 9.4 Does your system include any database reporting tools to special links to popular reporting products that run under Windows? Which ones?
- 9.5 Do you offer an API (Application Programming Interface) toolkit that will allow other Windows applications to connect to your database?
- 9.6 Are DDE (Dynamic Data Exchange) and OLE (Object Linking and Embedding) supported? Can other Windows programs query your data and obtain access to records and field?
- 9.7 Does your system provide any preventive maintenance tools or utilities to identify database integrity errors, perform clean-up, re-organize the database, etc?
- 9.8 Does the database include any functions that are designed to ensure integrity and fault-tolerance in a network environment?
- 9.9 Will you provide a complete database dictionary that defines the contents and links for each record and field, and allow access to the database from other Windows applications?
- 9.10 List any other relevant information.

10. Other:

- 10.1 Does your company provide custom programming support? If so, at what rate?
- 10.2 What is median delivery time for custom programming jobs?
- 10.3 How does your company and your software protect the integrity of Patient Health Information (PHI) and other sensitive information protected by HIPAA and other applicable federal and state laws? Please be specific and detailed in your response.
- 10.4 List any other relevant information.

11. Cost to the County for Primary Services:

	Unit	Monthly
	Qty	Support or
	Price	Maintenance
	-----	-----

**** HARDWARE / NETWORK**

* 1.1 Main computer, CPU, or file server(s)

* 1.2 Disk storage

* 1.3 Optical disk storage

* 1.4 Tape backup

* 1.5 Operating system software

* 1.6 Network and data communication hardware

* 1.7 Network and data communication software

* 1.8 Shipping and insurance

* 1.9 Other hardware

**** SOFTWARE**

* 2.1 Application software

* 2.2 System performance monitoring and utility software

* 2.3 Custom programming and modifications

* 2.4 Other software

**** INTERFACES**

* 3.1 Interface hardware

* 3.2 Interface software

* 3.3 Interface programming, installation and testing

* 3.4 Other interface costs

**** IMPLEMENTATION**

* 4.1 Hardware installation

* 4.2 Cable and network installation

* 4.3 Software installation

* 4.4 Data conversion

* 4.5 Training

* 4.6 Travel and expenses

* 4.7 Documentation

* 4.8 Project Management

* 4.9 Other Implementation Costs

** **DISCOUNTS**

* 5.1 Hardware discounts

* 5.2 Software discounts

* 5.3 Other discounts

**** OTHER**

* 6.1 Sales tax

* 6.2 Other initial costs

**** MAINTENANCE**

- * 7.1 List annual fees for all hardware maintenance.

- * 7.2 List annual interface maintenance fees

- * 7.3 List annual software license and support fees.

- * 7.4 List any transaction fees per claim (please explain)

- * 7.5 List any other recurring fees

**** PROFESSIONAL SERVICES**

- * 8.1 List professional fees by type of service (e.g., PM, training).

- * 8.2 Provide Travel Policy

- * 8.3 Describe any other standard Professional Services Terms and Conditions.

- 12. **Cost to the County for Possible Additional Services:** (Use for any additions to the current service plan that could come up after initial contract is implemented.)

SECTION VI - ENCLOSURES

- Enclosure 1 – Acknowledgement of Receipt Form
- Enclosure 2 – Contractor Declaration Form
- Enclosure 3 – Section 504 Statement
- Enclosure 4 – Standard County Agreement with Independent Contractor
- Enclosure 5 – San Mateo County Terms and Conditions
- Enclosure 6 – Equal Benefits Program- Frequently Asked Questions
- Enclosure 7 – County Ordinance Code 04026
- Enclosure 8 – Corporate Compliance SMMC Code Of Conduct
(Third Parties)
- Enclosure 9 – Attachment Intellectual Property

Enclosure 1:

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS

RFP # ISD7161

ELECTRONIC CLAIMS PROCESSING INFORMATION COMPUTER SYSTEM

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Enclosure 9: Attachment Intellectual Property.

The Acknowledgement of Receipt should be signed and returned to the County's Point of Contact for receipt no later than 4:00 P.M. on **March 8, 2010**. Only potential Proposers who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Proposer-written questions and the County's written responses to those questions as well as RFP Amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does / does not (**circle one**) intend to respond to this Request for Proposals.

Cyndy Chin
San Mateo Medical Center
County of San Mateo - ISD
222 W. 39th Ave
San Mateo, CA 94403
Fax: 650-627-9160
Email: cchin@co.sanmateo.ca.us

Enclosure 2:
County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

Enclosure 3:

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Enclosure 4:

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
[Contractor name]**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and [Contractor name here], hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed [Write out amount], [\$Amount].

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year] through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Contractor, the [Name of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|-------------------------------------------------|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo

County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* *With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.*
- F. *The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.*

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

In the case of Contractor, to:

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

Date: _____

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

DRAFT

Enclosure 5:

San Mateo County Terms and Conditions

Proposers are advised that the following contract terms will be included in any contract that may result from this RFP Process. The Proposer must declare their intent to accept or reject each of the following subsections of “San Mateo County Terms and conditions”.

- A. **Confidentiality:** All Patient records and information must have their confidentiality maintained and treated according to all applicable laws and standard practices.
- B. **Record Keeping Requirements:** Proposer shall maintain all information provided by Proposer by law and/or regulatory guidelines.
- C. **Access to Books and Records:** The Proposer agrees to make available, upon request, the agreement resulting from this RFP, and all books, documents and records relating to the nature and extent of the cost hereunder for a period of four (4) years after furnishing of services pursuant hereto.
- D. **Indemnification:** Proposer agrees to indemnify, defend and hold San Mateo County, its employees, officers and directors, representatives, agents, successors and assigns harmless from any and all damages, claims, judgments, losses, costs and expenses, including attorney’s fees, which may hereinafter at anytime, be incurred, suffered, sustained by or imposed upon San Mateo County or its employees, representatives agents, successors or assigns which may be due or required to be paid or performed solely by reason of, arising out of, by virtue of our incident to the intentional or negligent act or omission of the Proposer, or anyone directly employed by or acting on behalf of the Proposer, in connection with an Agreement resulting from this RFP, but not as a result of the intentional or negligent act of San Mateo County, its employees, representatives, servants or agents.
- E. **San Mateo County Inspection Rights:** All Proposer’s records relating to services provided by Proposer to San Mateo County, including records required to be kept or transmitted by Proposer under the terms of the Agreement resulting from this RFP, shall be subject during regular business hours to inspection and review by San Mateo County or its agents or representatives.
- F. **SMMC Inspection Rights:** All Proposers’ records relating to services supplied by Proposer to SMMC, including records required to be kept or transmitted by Proposer under the terms of this Agreement, shall be subject during regular hours to inspection and review by SMMC or its agents or representatives.
- G. **Effective Date/Termination:** Any agreement resulting from this RFP shall be in effect for an initial period of three (3) years effective on July 1, 2007, unless terminated as provided herein.

- H. **Termination Without Cause:** Any Agreement, resulting from this RFP may be terminated without cause by San Mateo County by providing a **thirty (30)** day written notice of its intent to terminate any such Agreement.
- I. **Amendments:** Any Agreement resulting from this RFP may be modified or amended only by written amendment or supplement signed by both parties.
- J. **Assignment and Delegation:** Neither party may assign its rights or delegate its duties under any Agreement resulting from this RFP without the other party's prior written approval.
- K. **Governing Law:** Any SMMC agreement resulting from this RFP shall be governed by the Laws of the State of California and any action arising out of it shall be instituted and prosecuted only in a court of proper jurisdiction in California.
- L. **Compliance with Equal Benefits Ordinance:** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- M. **Compliance with Contractor Employee Jury Service Ordinance:** Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.
- N. **County Boilerplate:** Attached County Boilerplate Agreement with corresponding documents will be used. Any vendor issues regarding the boilerplate and accompanying documents should be addressed together with the response to the Request for Proposal.
- O. **Waiver:** No waiver of any provision of any SMMC Agreement resulting from this RFP shall be effective against either party unless it is in writing and signed by the party granting the waiver. The failure to exercise any rights shall not operate as a waiver of such right.

Enclosure 6:

**SAN MATEO COUNTY
EQUAL BENEFITS PROGRAM
FREQUENTLY ASKED QUESTIONS**

On February 13, 2001, the Board of Supervisors of San Mateo County passed Ordinance NO. 04026, an Ordinance adding Chapter 2.93 to the San Mateo Ordinance Code to provide for nondiscrimination by County contractors in the provision of employee benefits. Employee benefits routinely comprise a significant proportion of total employee compensation, and discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay. This Ordinance mandates that contractors provide to employees with domestic partners benefits equal to those provided to employees with spouses.

WHO is affected by this law?

Contractors: Any contractor entering into or amending an existing Agreement with San Mateo County after July 1, 2001 for public works, consulting, or other services, or for the purchase of supplies, material, or equipment in excess of \$5,000 must offer equal benefits to their employees.

Subcontractors: Subcontractors are not required to comply with this Ordinance. (Note: Per 2.93.020 (b) 6. A contract may be terminated if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this Chapter.

WHO is the "Contracting Awarding Authority"?

The Contract Awarding Authority is the San Mateo County Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

WHAT benefits are included?

The law applies to all benefits, other than pension benefits, that a contractor provides to employees because they have a spouse (e.g., sick leave to care for a spouse) and all benefits offered directly to such spouses (e.g. medical insurance). The law requires that an equivalent benefits package be offered to employees with domestic partners. In some circumstances, equivalent but different (e.g. cash) benefits may be substituted.

Benefits include but are not limited to: bereavement leave; disability; life and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees.

WHAT is a domestic partner?

A domestic partner means any person who is registered as a domestic partner with the Secretary of State, State of California registry, or the registry of the state in which the employee is a resident.

A domestic partner shares a common residence, is jointly responsible for each other's basic living expenses, is not married or a member of another domestic partnership, is not related by blood in a way that would prevent us from being married to each other in this state, is over 18 years of age, and is capable of consenting to a domestic partnership.

WHAT if a contractor is unable to offer benefits equally?

A contractor can comply if it pays a cash equivalent equal to the contractor's cost of providing the benefit to an employee's spouse.

If the contractor's actual cost of providing a benefit for a domestic partner exceeds the cost of providing the benefit for a spouse, under the ordinance, the employee with the domestic partner may pay the excess cost.

WHAT if a contractor does not comply with the Equal Benefits Ordinance?

If the contractor does not comply the San Mateo County Board of Supervisors can impose sanctions, including but not limited to:

Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and

Contractual remedies, including, but not limited to termination of contract;

Liquidated damages in the amount of \$2,500.

WHAT is the jurisdiction of the Ordinance in terms of the location of a contractor's operations?

The Ordinance applies to those portions of a Contractor's operations that occur within the County; on real property outside the County if the property is owned by the County or the County has the right to occupy the property, and if the Contractor's presence at that location is connected to a contract with the County; and elsewhere in the United States where work related to a County Contract is being performed.

WHEN does compliance begin if the contractor has a collective bargaining agreement?

If the contract is awarded or amended after July 1, 2001 and the contractor is under a collective bargaining agreement, the Equal Benefits Ordinance will apply to any contract awarded or amended after the effective date of the next collective bargaining agreement.

WHEN may the requirements of the Equal Benefits Ordinance be waived?

The Board of Supervisors may waive the requirements of this Ordinance when it determines that it is in the best interest of the County. The County Manager may waive the requirements for contracts not needing the approval of the Board of Supervisors where the waiver would be in the best interest of the County for such reasons as, but not limited to:

The award of a Contract or amendment is necessary to respond to an emergency.

The contractor is the sole source.

No compliant contractors are capable of providing goods or services that respond to the County's requirements.

The requirements are inconsistent with a grant, subvention or agreement with a public Agency.

The County is purchasing through a cooperative or joint purchasing agreement.

WHERE do I file a complaint if my employer does not comply with the Equal Benefits Ordinance?

If you wish to file a complaint against your employer, contact: County Counsel, 400 County Center 3rd. Floor, Redwood City, CA. 650-363-4250.

DRAFT

Enclosure 7:

County Ordinance Code 04026

An Ordinance Adding Chapter 2.93 to the San Mateo Ordinance Code to Provide for Non-Discrimination by County Contractors in the Provision of Employee Benefits

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY OF SAN MATEO AS FOLLOWS:

Section 1. There is hereby added to the Ordinance Code of the County of San Mateo a new Chapter 2. 93 to read as follows:

Chapter 2. 93 County Contracts - Non-Discrimination in Benefits

2.93.010 Definitions.

For the purposes of this chapter,

- A. "Contract" means a legal agreement between the County and a Contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. "Contractor" means a party who enters into a Contract with the County.
- C. "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into Contracts on behalf of the County.
- D. "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No Contractor on a County Contract shall discriminate in the provision of Employee Benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the Contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the Contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the Contractor shall not be deemed to discriminate in the provision of Employee Benefits if the Contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The Contractor shall not be deemed to discriminate in the provision of Employee Benefits if, despite taking reasonable measures to do so, the Contractor is unable to extend a particular employee benefit to domestic partners, so long as the Contractor provides the employee with a cash payment equal to the Contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this Chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for Contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a Contract or amendment is necessary to respond to an emergency;
2. The Contractor is a sole source;
3. No compliant Contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this Chapter to the Contract Awarding Authority for that Contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of Contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a Contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this Chapter.

(e) No Contract Awarding Authority shall execute a Contract with a Contractor unless such Contractor has agreed that the Contractor will not discriminate in the provision of Employee Benefits as provided for in this Chapter.

2.93.030 Application of Chapter.

The requirements of this Chapter shall only apply to those portions of a Contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the Contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or Contractor.

2.93.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this Chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this Chapter.

(b) Receive notification from employees of Contractors regarding violations of this Chapter.

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter by Contractors including, but not limited to:

1. Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
2. Contractual remedies, including, but not limited to termination of contract.

3. Liquidated damages in the amount of \$2,500.
- (d) Examine Contractors' benefit programs covered by this chapter;
 - (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
 - (f) Allow for remedial action after a finding of non-compliance, as specified by rule;
 - (g) Perform such other duties as may be required or which are necessary to implement the purposes of this Chapter.

2.93.050 Date of Application.

The provisions of this Chapter shall apply to any Contract awarded or amended on or after July 01, 2001, provided that if the Contractor is then signatory to a collective bargaining agreement, this Chapter shall only apply to any Contract with that Contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

Section 2. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 3. This ordinance shall take effect and be in force 30 days after its enactment.

Enclosure 8:

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

(rev 6/09)

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

**TO REPORT VIOLATIONS, CALL THE COMPLIANCE
HOT LINE: (800) 965-9775**

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

Name of Person/Entity (the "Undersigned")

Signature and Printed Name

Date

(rev 6/09)

DRAFT

Enclosure 9:

Attachment IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

Attachment IP v 8/19/08