UNIVERSITY OF CALIFORNIA, DAVIS, HEALTH SYSTEM

REQUEST FOR PROPOSAL FOR PQRS REGISTRY REPORTING SERVICES

RFP 14-222014-BC

Date mailed: September 2, 2014  
Buyer Contact: Bill Corbett  
Tel # (916) 734-5951  
Fax # (916) 734-7791  
E-mail: william.corbett@ucdmc.ucdavis.edu

*QUESTION DUE DATE: September 12, 2014  
*SUBMITTAL DUE DATE: October 1, 2014

*By: 3:00 P.M., Pacific Time

Return Response to:

(In person, by mail, via email or courier)
RFP 14-222014-BC
Bill Corbett
Purchasing Department
University of California, Davis, Health System
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

The University of California Davis, Medical Center Web address for downloading this document and any updates until the submittal due date is: http://www.ucdmc.ucdavis.edu/matmgt/
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**Deviations from specifications:** Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation; irregularities may, however, render the quotation non-responsive.

**Public disclosure:** Responses to Become Public Records:
All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

**Designation of Confidential Information:**
The Regents will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as ‘TRADE SECRET,’ 'CONFIDENTIAL,’ or ‘PROPRIETARY.’ Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind The Regents to protect the designated matter from disclosure.

The California Public Records Act limits The Regents’ ability to withhold prequalification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that a Contractor does not want disclosed to the public or used by The Regents for any purpose other than evaluation of the Contractor’s eligibility, each sheet of such information must be marked with the designation “Confidential.” The Regents will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

**The Regents Not Liable for Required Disclosure:**
The Regents shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked ‘TRADE SECRET,’ 'CONFIDENTIAL,’ or ‘PROPRIETARY,’ or if disclosure is required by law or by an order of the court.
I. INTRODUCTION

UC Davis Health System is an academic medical center that includes a top-ranked school of medicine, a 619-bed acute care hospital, the Betty Irene Moore School of Nursing, a National Cancer Institute-designated cancer center, the unique M.I.N.D. Institute for the study of neuron-developmental disorders, a comprehensive children's hospital, a level 1 trauma center and outpatient clinics in communities throughout the Sacramento region. Consistently ranked among the nation's top medical schools and best hospitals, UC Davis has established itself as a national leader in telehealth, rural medicine, cancer research, neuron-developmental disorders, vascular medicine, and trauma and emergency medicine. Other areas of research strength include clinical and translational science, regenerative medicine, infectious disease, neuroscience, functional genomics and mouse biology, comparative medicine and nutrition, among many others. The UC Davis Medical Group, the health system's physician network, includes over 500 physicians and 150 areas of medical specialty geographically dispersed in 25 locations.

II. OVERVIEW/PROJECT GOALS

UC Davis Health System (UCDHS) is soliciting competitive proposals from qualified vendors to provide a professional turnkey solution for PQRS reporting as mandated.

For the 2014 calendar year, Centers for Medicare & Medicaid Services (CMS)) requires that UCDHS report Physician Quality Reporting System (PQRS) data in order to avoid future payment penalties as well as capture incentive dollars. There are several options for reporting PQRS data to CMS. As a large group practice, the options narrowed down to a few.

1. Claims – submit data via claims to Medicare

2. EHRx – submit data via our electronic health record vendor, Epic

3. Registry – submit data to a CMS certified registry

UCDHS must submit three (3) quality measures to avoid the penalty or nine (9) quality measures across 3 domains to receive incentives; our intent is to submit all nine. Where possible, we will submit measures that overlap with the Meaningful Use (MU) program also. UCDHS may utilize a combination of the above options to report the aggregate data to CMS, but due to resource and cost limitations, we plan to utilize the Registry option when possible. The purpose of this RFP is to secure competitive bids from CMS certified vendors whom meet our requirements as an academic medical center. This RFP is limited to PQRS and MU data. There are over 200 PQRS measures available, so we expect the registry vendor to not only provide tools to procure, translate, transmit and submit the data to CMS; but to assist us to select measures for which UCDHS providers perform well. We expect to have resources assigned to this project with several years’ experience with these requirements and Academic Medical Centers. We expect the vendor to actively guide UCDHS in preparing the data needed by the vendor shortly after contract signing and that all measures will be submitted by the vendor and accepted by CMS before the February 28, 2015 deadline.

PQRS Registry vendor will submit the files to CMS for 9 PQRS measures across 3 domains to CMS for at least 50% of UCDHS applicable Medicare Part B fee for service (FFS) patients. Vendor will provide UCDHS with the measure specifications as well as the technical specifications to be used by the UCDHS report writer, and other guidance as needed to ensure UCDHS provides the data in the proper format for the vendors use and upload to the CMS website. We expect the vendor to submit the required PQRS data to CMS, work the errors, and ultimately ensure the PQRS data is accepted by CMS before the deadline. Vendor will submit approved measures to CMS before February 28, 2015 deadline via Group Practice Reporting Option (GPRO).

Bidders must carefully review the following scope of work and attached technical specifications. Any exception should be clearly identified at time of proposal submission. Proposal must address all of the listed requirements in the order presented with a response acknowledging an understanding of the requirements and approach to fulfilling the requirements. Your proposal must adhere to the scope of work / proposal specifications.
III. SCHEDULE OF EVENTS

Release of Request for Proposals: September 2, 2014
Deadline for submission of written questions or request for clarification: September 12, 2014
**Deadline for submission**: October 1, 2014
  *Completion of proposal evaluation, award of contract: October 10, 2014
  *Expected execution of contract: October 24, 2014
  *Awardee commencement of project: November 3, 2014

* Approximate date only

IV. QUESTION AND ANSWER PERIOD

Questions or requests for clarification regarding the RFP must be submitted to UCDMC, Bill Corbett, via email no later than September 12, 2014 by 3:00 pm. Individual questions will not be answered directly to submitter. All questions submitted shall be responded to as an addendum to the RFP. The addendum will be provided to each qualified responder of record and posted on the UCDMC Purchasing web site at: http://www.ucdmc.ucdavis.edu/matmgt/. The identity of the submitter of any particular question will not be disclosed. Inquiries and questions regarding this RFP will not be entertained after September 12, 2014. Answers will be posted by September 18, 2014.

V. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL

UCDHS may modify the RFP prior to the RFP due date by issuance of amendments sent by email, facsimile, overnight courier or mail to all vendors who receive a copy of this RFP from UCDHS. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP. Any vendor who fails to receive such amendments shall not be relieved of any obligation under this quotation as submitted. SPECIFICATIONS OR RFP REQUIREMENTS MAY BE REVISED ONLY THROUGH WRITTEN NOTICE OF ADDENDUM ISSUED BY BILL CORBETT, UNIVERSITY OF CALIFORNIA, DAVIS, HEALTH SYSTEM, PURCHASING DEPARTMENT. CHANGES BY ANY OTHER INDIVIDUAL ARE NOT AUTHORIZED.

VI. BASIS OF AWARD

Bids selection criteria will include but not be limited to the following:

1) The number of years company has been in business
2) The number of employees
3) The number of years company has been a CMS certified PQRS registry
4) The number of PQRS Registry clients. Breakdown client types by Total, Individual Providers, Larger Group Practices, Academic Medical Centers, Epic EHR users)
5) Average number of providers per client
6) Project team
   i. Ability to commit project team to complete go live in under 2 months.
   ii. Implementation and Planning experience
   iii. Experience with similar engagements
      1. The vendor plan for performing the work.
      2. The vendor staff shall have worked on at least 2 projects prior and preferably with Epic EHR and with Academic Medical Center.
      3. Vendor shall provide at least 3 examples and references of performance on similar projects that the vendor has completed.
7) References for similar engagements if not already provided
8) The number of 2014 PQRS measures for which the vendor has currently obtained certification
9) Date in 2013 on which vendor obtained CMS certification for 2013 measures (turnaround time from CMS release of measure specs to vendor certification on measures in 2013).
10) Number of clients or % of providers for which vendor was unable to submit data successfully to CMS.
11) Description of availability of tools and reports to assist with determining optimal measures on which to report

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Any resulting contract will be awarded on a lowest cost per quality point basis using the criteria shown below. Quality points will be awarded for factors other than cost. Quality points, the number being predetermined by UCDHS, will be awarded by category dependent upon the relative importance of each category.

Proposals will be evaluated using a two-tier evaluation. Responses shall initially be evaluated for factors listed in Tier 1 Qualification Statement, Attachment 1. To be eligible to advance to Tier 2 Technical Proposal, Attachment 2 a Bidder must receive at least seventy (70%) of the available Tier 1 quality points. Those Bidders receiving less than (seventy) 70% of the total quality points in the Tier 1 evaluation shall be eliminated from further consideration. Qualified Bidders must also receive at least 70% of available points in the Tier 2 evaluation to be considered for award.

To determine the lowest cost per quality point, each Bidder’s quoted fee, as specified in the Cost Proposal, Attachment 3, will be divided by the total quality points awarded to that particular Bidder’s response for Tier 2 Technical Proposal and, if necessary, vendor presentations. More than one person may evaluate responses. If evaluated by two or more individuals, an average of all the quality points awarded per category will be used.

The Bidder with the lowest cost per quality point shall be given the opportunity to enter into negotiations with UCDHS if the cost is within the project funding allotment and Bidder's proposal is in compliance with all terms and conditions expressed within the RFP document. If UCDHS and Bidder are unable to come to satisfactory terms, UCDHS reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next lowest cost per quality point Bidder.

Responses that are incomplete in that there has been failure to respond in all of the requested areas may be disqualified. UCDHS reserves the right to set the criteria for and make this determination independently in each case.

UCDHS reserves the right to accept, reject or waive any irregularities in any proposal. UCDHS reserves the right to reject all responses received in response to this request.

The University of California Davis Health System (UCDHS) grants other University of California (UC) entities the right to acquire the properties and/or services from a resulting contract based on this competitively bid Request for Proposal (RFP). By submitting an RFP that results in a contract, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other University of California entities. UCDHS will not be responsible for any problems, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.

Termination due to Non-Funding. Bidder understands that the obligation of University to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by University ("Funding"), that in the event that through no action or inaction on the part of University, the Funding is withdrawn, University shall have the right to withdraw the RFP without damage, penalty, cost or further obligation.

An agreement shall be entered into only after it has been determined that prices are reasonable. The University reserves the right to have the Bidder provide supporting documentation justifying Bidder’s pricing and Bidder’s ability to meet proposed University agreement obligations prior to issuance of an award or agreement. Any proposal that appears to have unrealistically low prices or other implausible terms may be rejected, in the University’s sole discretion.
VII. REQUIRED SUBMITTALS

Copies of Proposals

Bidder is required to submit one (1) signed original, three (3) hard copies. Responses must be received by **October 1, 2014, 3:00 P.M. Pacific Time**. Responses must be submitted in person, by U.S. Mail or express delivery. Request for Proposal responses should be submitted with the words **PQRS Registry Reporting**, clearly marked on the outside, referencing the Request for Proposal number RFP 14-222014-BC located on the cover page.

Submit responses to:

**(In person or by courier/mail)**

RFP 14-222014-BC  
Purchasing Department  
University of California, Davis, Health System  
4800 2nd Avenue, Suite 3010  
Sacramento, CA 95817

It is a requirement that vendors provide a complete narrative with answers to all statements listed in Attachment 1 and Attachment 2. The narrative response must reference each corresponding section and item number in the order provided on the attachment.

VIII. PROPOSAL CONDITIONS

1. Notwithstanding any other provision of the RFP, Bidders are hereby advised that this RFP is a solicitation of proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UCDHS reserves the unqualified right to reject any or all proposals for any reason.

2. UCDHS shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFP at any time. Bidders shall bear all costs associated with the preparation and furnishing of responses to this RFP. UCDHS, in its sole discretion, reserves the right to determine whether any Bidder meets the minimum qualification standards, to determine whether a proposal is responsive, and to select a proposal which best serves its programmatic objectives. UCDHS reserves the right to negotiate a contract with the selected Bidder.

3. All proposals shall be firm for a period of 180 days following the proposal submission due date.

4. Responses to this RFP should be made according to the instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of the proposal. A proposal, which contains conditions or limitations set up by the Bidder, may be deemed irregular and subsequently rejected by UCDHS.

5. False, incomplete, or unresponsive statements in the proposal response may be cause for its rejection. The evaluation and determination of the fulfillment of the RFP requirements will be UCDHS's responsibility and its judgment shall be final.

6. UCDHS reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission date. Such interpretation or change shall be in the form of a written addendum to this RFP. Such addendum will become part of this RFP and any resultant contract. Such addendum shall be made available to each company that has received an RFP. Should such addendum require additional information not previously requested, a Bidder's failure to address the requirements of such addendum in the proposal response might result in the proposal not being considered.

UCDHS has, at its sole discretion, the unconditional and unqualified right to determine that a time extension is required for submission of proposals, in which case, a written RFP addendum issued by UCDHS shall indicate the new submission date for proposals.

Prior to the final submission date, any Bidder may retrieve their proposal to make additions or alterations. Such retrieval, however, shall not extend the final submission date.

Bidders wishing to submit proposals in response to this request do so entirely at their own expense, and submission of a
proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise.

7. PUBLIC INFORMATION AND TRADE SECRETS--The California Public Records Act limits UCDHS's ability to withhold pre-qualification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that Bidder does not want disclosed to the public or used by UCDHS for any purpose other than evaluation of the Bidder's eligibility, each sheet of such information must be marked with the designation "Confidential." UCDHS will notify the Bidder any request, by another party, to inspect such confidential information. Bidder will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

8. All computer programs and data made available by UCDHS to Bidders hereunder shall remain the property of the UCDHS and shall be maintained, used, and disseminated in accordance with the California Information Practices Act of 1911, Civil code Sections 1798 through 1798.76, and the California Public Records Act, Government Code Section 6250 through 6260. All listings and all copies of listings that reveal names or identification numbers of individuals (i.e., employees, patients, etc.) shall be destroyed or returned to UCDHS.

9. Bidders may not distribute any announcement or news release regarding this RFP project without written approval by the University of California Davis Health System. Any materials to be provided to regulatory agencies, other entities, or to the public shall be submitted to the UCDHS for review and distribution unless otherwise directed by a UCDHS representative.

10. All agreements resulting from this RFP shall be construed and enforced in accordance with the laws of the State of California.

IX. TERMS AND CONDITIONS

University of California, Davis Health System, Independent Consultant Agreement, as attached, shall be the resulting agreement upon award.

A HIPAA Business Associate Amendment will be required for this engagement.

Standard University Terms and Conditions will be in effect for this engagement.

A non-disclosure agreement will be required.

To facilitate timely award of this order, insurance requirements as outlined in the attached UCDHS Independent Consultant Agreement must accompany your quote or be in force and on file as a result of a previous contract. All of the required policies shall name the Regents of the University of California as an additional insured, shall be in a form as issued by an insurer approved by the UCDHS, and shall contain an endorsement requiring not less than thirty (30) days written notice to UCDHS prior to any cancellation or modification thereof. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to UCDHS at least ten (10) days prior to the expiration of the term of such policy. Failure to comply with this requirement may result in cancellation of any order resulting from this request for quotation.

Any order resulting from this Request for Proposal shall be subject to the examination and audit by the California State Auditor for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the cost of administering the contract.
X. GENERAL INFORMATION / CERTIFICATION

The Bidder shall not maintain or provide racially segregated facilities for employees at any establishment under the Bidder’s control. The Bidder agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair employment and Housing Act Government Code section 2900 et seq.). Expressly, the Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition, marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. The Bidder shall further specifically undertake an outreach effort in regards with the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. The Bidder shall communicate this policy in both English and Spanish to all people as concerned within its company, with outside recruiting services and the minority community at large. The Bidder shall provide the University on request a breakdown of it labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its programs.

Please complete the vendor contact information requested below:

Company Name

Federal Employer Identification #

Contact Person/Title-

Address

Telephone Number   _________________________      Fax -  _______________________

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.

_______________________________________       ____________
Authorized Signature  Date
ATTACHMENT 1
TIER 1
QUALIFICATION STATEMENT

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION, REFER TO THE SECTION AND CORRESPONDING ITEM NUMBER.

Failure to provide the information necessary to fully evaluate the bid response may result in disqualification of the bid.

The Qualification Statement must contain a description of the Bidder’s corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including, but not limited to the following:

1. Company Ownership and Management
   a. Company name:
      Address:
      Phone:
      Fax:
      E-mail:
      Internet address:
   b. Provide names and titles of company principals.
   c. When was your company founded?
   d. Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.
   e. Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate if further information about your proposal is desired.

2. Company Organization and Staff
   Identify by name all firm staff to be involved in the project as well as engaged in management/oversight. Provide profiles or resumes for all of these individuals. Please include a description of experience, qualification, and expertise that your company will provide.

   Changes in firm staff assignments following the due date for proposals will not be allowed without prior approval of the University. The University reserves the right to terminate the agreement at any time if any firm staff assignments are unacceptable to the University.

   The successful Bidder will perform all work. Subcontracting by the Bidder will not be allowed.

3. Company Experience
   a. Describe your firm's area of expertise and prior experience with similar projects as specified in the RFP.
   b. Does your company have experience leading projects affecting operations at academic medical centers? Please detail, if so.

4. References
   Provide organization names and specific individual contacts for at least two similar projects you have conducted for other clients in the past two years that may furnish a reference. The references may be from current or prior clients and at least two should correspond to the two case histories that will be documented in Tier 2. The references will be used as a basis for inquiry concerning the Bidder’s quality of service. Furnishing incorrect and/or incomplete reference information may lead to bidder’s elimination from consideration for award. The decision to eliminate Bidder from consideration for award for poor reference checks or for incorrect and/or incomplete reference information shall be at the sole discretion of UCDHS and shall not be subject to appeal.

5. Conflict of Interest
   Identify by name and University position any University officer, faculty member, or other employee who holds a position of director, officer, partner, trustee, manager, or employee in the Bidder's organization, as well as the name of any near relatives who are employed by the University.
Provide a statement of the total dollar amount of work performed for the University of California in the past twelve (12) months and listing of the campus(es) served.

The contract will not be awarded to any person, company, or corporation that has failed to perform in a satisfactory or faithful manner on any previous contract or purchase order with the University of California.

6. University Terms and Conditions

Please indicate your compliance with the University terms and conditions specified in the RFP, including the University of California Independent Consultant Agreement and the HIPAA Business Associate Agreement (attached.)

7. Health Care Criminal Offence Exclusion

The Bidder certifies that neither the Bidder, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by an federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

Notification Requirements. Bidder shall notify Hospital immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

Termination. Hospital may terminate any resulting Agreement immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.
YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION. REFERENCE THE SECTION AND CORRESPONDING ITEM NUMBER NOTED BELOW IN THE FORMATTING OF YOUR RESPONSE.

Business and Technical Requirements

UCDHS has an aggressive project timeline and the following requirements must be met or exceeded:

1. Finalize the contract by 10/24/2014.
2. Vendor will provide UCDHS with report specifications and format needed for claims data, lab data, pharmacy claims data, and other clinical data as required by 11/7/2014.
3. Vendor will analyze the data and provide a report by Tax ID to determine which CMS measures are applicable to the UCDHS patient population by 12/5/14.
4. Vendor will submit approved measures to CMS before the February 28, 2015 deadline via Group Practice Reporting Option (GPRO).
5. Must comply with all Local, State and Federal laws with emphasis on the employee hiring laws. Successful Bidder must sign the UC HIPAA Business Associate Agreement and adhere to HIPAA guidelines.

Failure to provide the information necessary to fully evaluate the bid response and/or providing a response that is not customized to address the requested information may result in disqualification of the bid.

1. **Project Summary**
   Provide a narrative summary of your understanding of the project, described in Section II, Overview/Project Goals.

2. **Methodology**
   Provide an outline of your firm’s approach to the project as follows:
   Description of how assessed opportunity will be presented, including:
   i. Determination of current and optimal
      1. Operations efficiency and
      2. Materiel utilization
   ii. Specific prescribed activities necessary for each phase and sub-phase of the project
   iii. Final expected timelines for each phase and sub-phase
   iv. Financial impacts possible from various optimizations, phases and sub-phases; redress if financial impacts are not achieved as forecasted within the expected timelines
   Description of typical methods used in your firm’s experience, including:
   v. Citation of client (staff, management and physician, as appropriate) involvement and time commitment by phase/sub-phase
   vi. Any requisite client capabilities, data mining, purchased software or other tools, by phase/sub-phase
   vii. Long-term sustainability of financial impact
   Description of any other resources UCDHS is required to provide. Specifically provide detailed information on the type and number of each resource along with the timing when they may be needed relative to the phases.

3. **Documentation and Project Status**
   Provide a detailed description of how project documentation will be provided to UCDHS management during and at the close of the engagement. Outline how status reports will be rendered in terms of frequency, format and personnel involved during various phases of the project.

4. **Timeline**
   Provide an initial proposed timetable for completion of phases, sub-phases and tasks related to the project.
5. **Case Studies**

Provide two brief case histories of similar projects you have conducted for other institutions. Please specifically name the clients, linking to information provided in Tier 1, Qualification Statement, 4. References. Please structure your response to include:

1) The situation – Describe the client and problem(s) they presented to your firm
2) The task – Explain the problem(s) the client presented and/or that your firm identified
3) The actions – Detail the steps taken to address the issue(s)
4) The results – Describe the results achieved, how those were met and/or were different from what was originally forecasted

6. **Other Information**

Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.

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**ATTACHMENT 3**

**COST PROPOSAL**

The Bidder must include definitive information regarding the payment schedule, to include the following:

1. A detailed cost proposal outlining total cost related to the project, including:
   - Consultant fees, hourly rate of employees, number of hours for specified employees assigned to this project.
   - Overhead labor cost, if any
   - Printing and reproduction
   - Telephone charges
   - Shipping of reports
   - All other ancillary charges

2. If you are proposing other reimbursable expenses (e.g. travel) a “not to exceed” figure must be provided for all such expenses.

3. A description of additional charges for any extra services.

If a Bidder’s fee proposal is not clear to the evaluation committee, fails to address any of the points (1 -3) above or does not distinguish Phase 1, 2, 3 and 4 total costs, the proposal will be considered non-responsive and the proposal will be disqualified from further consideration.
Agreement XXX-XXXXX

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into in Sacramento, California, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional Corporation, on behalf of its University of California Davis Health System ("University") and XXXX ("Independent Contractor").

The parties agree as follows:

1. The Independent Contractor shall perform the following services to the best of their ability:

   If such services are not performed to the sole satisfaction of University, University may terminate this Agreement immediately upon written notification to Independent Contractor.

2. The above-described Services shall be provided for the University at the following, time, date, location:

3. The Independent Contractor shall be paid XXXX, less state and federal taxes including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661—18677, if applicable. No payment will be made in advance of work performed except as otherwise specified in this Agreement. Final payment will be withheld pending completion of the work. Invoices may be submitted to: XXX

   Any reimbursement for travel and per diem shall be in accordance with established University rates and policies (http://manuals.ucdavis.edu/ppm/contents.htm#300).

4. Independent Contractor shall provide, at his/her own expense, all equipment, materials, and related services as are necessary to perform as described above.

5. This Agreement may be terminated by either party upon fifteen (15) working days' notice to the other.

6. If this Agreement is terminated at any time during the Agreement period, and Independent Contractor has satisfactorily completed any of the covenants contained in this Agreement in the time or manner specified, the Independent Contractor will be compensated for all completed Services rendered up to and including the last day of service. University reserves the right to determine what shall be deemed completed Services.

7. Both parties agree that in the performance of this Agreement the Independent Contractor will not be an agent or employee of University, and will not be covered by University's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in University's retirement programs, nor is entitled to any other University benefits.

8. Independent Contractor shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of Independent Contractor, its officers, agents or employees.

   University shall defend, indemnify and hold Independent Contractor, its officers, employees and agents
harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

9. Insurance Requirements. Independent Contractor warrants he/she shall maintain during the term hereof policies of insurance with minimum coverage as follows:

a. General Liability: Comprehensive or Commercial Form (Minimum Limits)
   1) Each Occurrence $1,000,000
   2) Products, Completed Operations Aggregate $2,000,000
   3) Personal and Advertising Injury $1,000,000
   4) General Aggregate (BI, PD)* $2,000,000

   * (not applicable to comprehensive form)

However, if such insurance is written on a claims-made form following termination of this Agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

b. Business Auto Liability: (Minimum Limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than $1,000,000 per occurrence.

The above coverage must name The Regents of the University of California as an additional insured. This provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party and any person or persons under the non-University party's direct supervision and control.

c. Workers' Compensation as required under California State Law.

10. All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

   UNIVERSITY:  INDEPENDENT CONTRACTOR:
   Health System Contracts  XXXX
   Sherman Building, Room 2300
   2315 Stockton Boulevard
   Sacramento, CA  95817

Either party may change its address by written notice to the other during the term.

11. This Agreement shall be construed in accordance with the laws of the State of California.

12. To the extent required by applicable law, Independent Contractor shall make available, upon written request from University, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Independent Contractor’s books, documents and records. Independent Contractor shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If Independent Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose,
Independent Contractor shall notify University of the nature and scope of such request, and Independent Contractor shall make available, upon written request of University, all such books, documents or records. If Independent Contractor carries out any of the duties of this Agreement through a subcontract with a related organization (“Subcontractor”), with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the University, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and Subcontractor’s books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

13. Independent Contractor warrants that he/she/it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (http://exclusions.oig.hhs.gov/search.html) and the Federal Procurement and Nonprocurement Programs (http://epls.arnet.gov/PrivacyActProvisionsEPLS.html). This Agreement shall be subject to immediate termination in the event that Independent Contractor is excluded from participation in any federal healthcare or procurement program.

14. During the performance of this Agreement, Independent Contractor and any and all of its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental condition, marital status, age, sex, or sexual orientation. Independent Contractor and any and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Independent Contractor and any and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission, implementing Government Code, Section 12990, set forth in Chapter 5, Division 4, Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made apart hereof as if set forth in full. Independent Contractor and any and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

15. No form of the University name shall be used in promotional materials, signs, announcements or other forms of communication or advertising originated by Independent Contractor unless express written permission for such use has been obtained in advance.

16. Each party shall use their best efforts to keep confidential any information provided by the other party and marked “Confidential Information” or any oral information conveyed and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. Neither of the parties shall have an obligation to preserve the confidential or proprietary nature of any Confidential Information which:

1. was already known to the party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party as evidenced by written records prepared prior to such disclosure; or
2. is or becomes publicly known through no wrongful act of the party to which the Confidential Information was disclosed; or
3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation with respect to such Confidential Information; or
4. is independently developed by an employee, agent or contractor of the party, not associated with the Services and who did not have any direct or indirect access to the Confidential Information; or
5. is approved for release by written authorization of the disclosing party.
6. Disclosure is required by law.
Notwithstanding the above, Independent Contractor understands that University is a public institution and that any information received by University from Independent Contractor will be subject to the California Public Records Act (California Government Code Sections 6250 et.seq.).

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
Independent Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws and regulations as further outlined in Exhibit B, attached hereto and made a part hereof.

17. No party to this Agreement may assign this Agreement, assign rights under this Agreement, or delegate duties under this Agreement without prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party’s rights, claims, privileges, duties or obligations hereunder shall be null and void.

18. This Agreement contains all the terms agreed upon by both parties and supersedes all prior written or oral agreements with respect to the subject matter herein. This Agreement may not be amended except in writing and signed by both parties.

INDEPENDENT CONTRACTOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By__________________________________________  By__________________________________________

Name________________________________________ Name Annie Wong, Director

Title________________________________________  Title Health System Contracts

Date__________________________________________  Date__________________________________________

Taxpayer ID #_________________________________

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BA AGREEMENT") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UNIVERSITY"), on behalf of its University of California Davis Health System and Vendor TBD ("BUSINESS ASSOCIATE") and is effective as of 8/25/2014 ("Effective Date"). UNIVERSITY has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this agreement is binding on all other health care components of the UNIVERSITY.

RECITALS

A. UNIVERSITY and BUSINESS ASSOCIATE desire to protect the privacy and provide for the security of Protected Health Information (as that term is defined herein) used by or disclosed to BUSINESS ASSOCIATE in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), California Health and Safety Code §1280.15, California Civil Code §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA AGREEMENT is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR §164.504(e).

B. BUSINESS ASSOCIATE provides services to UNIVERSITY, or performs or assists in the performance of UNIVERSITY activities or functions, involving the use or disclosure of Protected Health Information in the course of such service or assistance.

C. UNIVERSITY wishes to disclose to BUSINESS ASSOCIATE certain information, some of which may constitute Protected Health Information or Medical Information (herein collectively referred to as “PHI”).

Therefore, intending to be legally bound hereby, the parties agree as follows:

1. EFFECT OF AGREEMENT. This BA AGREEMENT amends, supplements and is made a part of any and all agreements between UNIVERSITY and BUSINESS ASSOCIATE, regardless of whether the agreement(s) shall have been entered into before or after the Effective Date of this BA AGREEMENT. To the extent that the terms of the agreement(s) are inconsistent with the terms of this BA AGREEMENT, the terms of this BA AGREEMENT shall control.

2. DEFINITIONS.

   2.1 “Breach” means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including 45 CFR §164.402, as well as California Civil Code §§ 1798.29 and 1798.82.
2.2 “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including Section 13400(5).

2.3 “Electronic PHI” means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 160.103. For the purposes of this BA AGREEMENT, Electronic PHI includes all computerized data, as defined in California Civil Code §§ 1798.29 and 1798.82.

2.4 "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.5 "Medical Information" means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental or physical condition, or treatment and shall have the meaning given to such term under California Civil Code § 56.05.

2.6 “Protected Health Information” ("PHI") means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental 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 (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR § 160.103. For the purposes of this BA AGREEMENT, PHI includes all medical information and health insurance information as defined in California Civil Code §§ 56.05 and 1798.82.

2.7 “Secretary” means the Secretary, Department of Health and Human Services, or his or her designee.

2.8 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.9 “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or decipherable to unauthorized individuals through the use of an Encryption or Destruction technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of the HITECH Act on the Health and Human Services Web site, as such guidance may be revised from time to time, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.402.

2.9.1 “Encryption” means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning
without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including 45 CFR § 164.304.

2.9.2 “Destruction” means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed. Redaction is inadequate for the purposes of destruction.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

3.1 Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may use, access, and/or disclose PHI received by BUSINESS ASSOCIATE solely for the purpose of performing a function or activity for or on behalf of the University. To the extent the BUSINESS ASSOCIATE carries out one or more of UNIVERSITY’s obligation(s) under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE must comply with the requirements of Subpart E that apply to the UNIVERSITY in the performance of such obligation(s).

3.1.1 Minimum Necessary. With respect to the use, access, or disclosure of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall limit such use, access, or disclosure, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, access, or disclosure. BUSINESS ASSOCIATE shall determine what constitutes the minimum necessary to accomplish the intended purpose in accordance with HIPAA, HIPAA Regulations and any applicable guidance issued by the Secretary.

3.1.2 Documentation of Disclosures. With respect to any disclosures of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall document such disclosures including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and the purpose of the disclosure.

3.1.3 Modification of PHI. Except as permitted under section 3.10.2 below, BUSINESS ASSOCIATE shall not modify any existing data to which it is granted access other than to correct errors, or derive new data from such existing data. BUSINESS ASSOCIATE shall record any modification of data and retain such record for a period of seven (7) years.

3.1.4 Electronic Transaction Standards. Where applicable, BUSINESS ASSOCIATE shall adhere to the transaction standards as specified in 45 CFR §§ Parts 160 and 162.

3.2 Other Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may, if necessary and only to the extent necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE's business, (ii) to provide data aggregation services relating to the health care operations of UNIVERSITY, or (iii) to carry out BUSINESS ASSOCIATE's legal responsibilities, subject to the limitation in section 3.3, below. BUSINESS ASSOCIATE shall obtain reasonable assurances from the person to whom the PHI is being disclosed that, as required under this BA AGREEMENT, the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. BUSINESS ASSOCIATE shall require that any Breaches or Security Incidents be immediately
reported to BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall then report the Breach or Security Incident to UNIVERSITY in accordance with section 3.7.

3.3 Nondisclosure of PHI. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose UNIVERSITY’s PHI other than as permitted or required under any agreement it has with University, including this BA AGREEMENT, or as required by law or regulation.

3.3.1 Disclosures Required by Law. In the event BUSINESS ASSOCIATE is required by law to disclose PHI, BUSINESS ASSOCIATE shall promptly notify UNIVERSITY of such requirement. BUSINESS ASSOCIATE shall give UNIVERSITY sufficient opportunity to oppose such disclosure or take other appropriate action before BUSINESS ASSOCIATE discloses the PHI.

3.3.2 Legal Process. In the event BUSINESS ASSOCIATE is served with legal process or a request from a governmental agency that may potentially require the disclosure of PHI, BUSINESS ASSOCIATE shall promptly, and in any case within two (2) business days of its receipt of such legal process or request, notify UNIVERSITY. BUSINESS ASSOCIATE shall not disclose the PHI without UNIVERSITY’S consent unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

3.4 Prohibition on Sale of PHI for Remuneration. Subject to the limitations set forth in Section 13405(d)(2) of the HITECH Act, BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for any of UNIVERSITY’s PHI unless BUSINESS ASSOCIATE first obtains authorization from UNIVERSITY. UNIVERSITY shall not grant such authorization unless the subject of the PHI has granted UNIVERSITY a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the individual’s PHI.

3.5 Security Standards. BUSINESS ASSOCIATE shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of UNIVERSITY’s Electronic PHI information that it creates receives, maintains, or transmits on behalf of the UNIVERSITY and (ii) to prevent any use or disclosure of UNIVERSITY’s PHI other than as provided by the Agreement and this BA AGREEMENT. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in the HIPAA Security Rule (the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164).

3.6 Security Documentation. BUSINESS ASSOCIATE shall maintain the policies and procedures implemented to comply with section 3.5 in written form (paper or electronic). If an action, activity or assessment is required to be documented, BUSINESS ASSOCIATE shall maintain a written record (paper or electronic) of the action, activity, or assessment, shall retain the documentation for six (6) years from the date of its creation or the date when it last was in effect, whichever is later, make documentation available to those persons responsible for implementing the procedures to which the documentation pertains, and review documentation periodically, and update as needed, in response to environmental or operational changes affecting the security of the PHI.
3.7 Notification of Breaches and Security Incidents. BUSINESS ASSOCIATE shall notify UNIVERSITY in writing as soon as possible, but in no event more than two (2) business days, after BUSINESS ASSOCIATE becomes aware of any Breach of or Security Incident involving UNIVERSITY's PHI. BUSINESS ASSOCIATE shall be deemed to be aware of any Breach or Security Incident as of the first day on which such Breach or Security Incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. BUSINESS ASSOCIATE shall identify as soon as practicable each individual whose unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, or disclosed during such Breach or Security Incident. BUSINESS ASSOCIATE shall cooperate in good faith with UNIVERSITY in the investigation of any Breach or Security Incident.

3.8 Prompt Corrective Actions. In addition to the notification requirements in section 3.7 above, and with prior notice to the UNIVERSITY, BUSINESS ASSOCIATE shall take (i) prompt corrective action to remedy any Breach or Security Incident, (ii) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by BUSINESS ASSOCIATE, and (iii) take any other action required by applicable federal and state laws and regulations pertaining to such Breach or Security Incident.

3.8.1 Notification of Corrective Action and Provision of Policies. BUSINESS ASSOCIATE will provide written notice to UNIVERSITY as soon as possible but no later than twenty (20) calendar days after discovery of the Breach or Security Incident of (i) the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of such Breach or Security Incident and (ii) the corrective action BUSINESS ASSOCIATE has taken or shall take to prevent future similar Breaches or Security Incidents. Upon UNIVERSITY's request, BUSINESS ASSOCIATE will also provide to UNIVERSITY a copy of BUSINESS ASSOCIATE's policies and procedures that pertain to the Breach or Security Incident involving UNIVERSITY's PHI, including procedures for curing any material breach of this BA AGREEMENT.

3.8.2 Lost or Indecipherable Transmissions. BUSINESS ASSOCIATE agrees to make reasonable efforts to trace lost or translate indecipherable transmissions. BUSINESS ASSOCIATE shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of BUSINESS ASSOCIATE.

3.9 RIGHTS and RESPONSIBILITIES of UNIVERSITY.

3.9.1 Right of UNIVERSITY to Accounting or Audit. Within fifteen (15) calendar days of UNIVERSITY's request, BUSINESS ASSOCIATE shall provide, at BUSINESS ASSOCIATE's expense, an audit or written accounting of the uses and disclosures of UNIVERSITY's PHI made by BUSINESS ASSOCIATE and its Agents, if: (i) UNIVERSITY receives credible information that there has been a Breach or Security Incident involving UNIVERSITY's PHI, or (ii) if UNIVERSITY determines that the written notice provided in section 3.8.1 does not provide sufficient assurances that the Breach or Security Incident involving UNIVERSITY's PHI has been remedied.

3.9.2 UNIVERSITY's Right to Terminate. If BUSINESS ASSOCIATE fails to provide the accounting or audit in a timely manner, or if UNIVERSITY is not satisfied that the corrective action is sufficient to reasonably prevent similar Breaches or Security Incidents in the
future, UNIVERSITY may terminate its applicable agreements with BA in accordance with section 5, below

3.9.3 Costs Related to Inappropriate Use, Access or Disclosure of PHI. If BUSINESS ASSOCIATE fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BA AGREEMENT or any other agreement it has with UNIVERSITY or if there is a Security Incident or Breach of PHI in BUSINESS ASSOCIATE's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, BUSINESS ASSOCIATE agrees to pay and reimburse UNIVERSITY for any and all costs, direct or indirect, incurred by UNIVERSITY associated with any Security Incident or Breach notification obligations. BUSINESS ASSOCIATE also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the UNIVERSITY of the Breach or Security Incident as required by this BA AGREEMENT.

3.9.4 Regulatory Compliance. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use, disclosure or security of PHI received from UNIVERSITY (or created or received by BUSINESS ASSOCIATE on behalf of UNIVERSITY) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining UNIVERSITY's and/or BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations

3.9.5 Inspection of Records. Within thirty (30) calendar days after UNIVERSITY's written request, BUSINESS ASSOCIATE shall make available to UNIVERSITY and its authorized agents, during normal business hours, all facilities, systems, procedures, records, books, agreements, policies and procedures relating to the use and/or disclosure of UNIVERSITY's PHI for purposes of enabling UNIVERSITY to determine BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations

3.10 Rights of Individuals.

3.10.1 Individual's Right to Request Restrictions of PHI. BUSINESS ASSOCIATE shall notify UNIVERSITY in writing within five (5) business days after receipt of any request by individuals or their representatives to restrict the use and disclosure of the PHI BUSINESS ASSOCIATE maintains for or on behalf of UNIVERSITY. Upon written notice from UNIVERSITY that it agrees to comply with the requested restrictions, BUSINESS ASSOCIATE agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of UNIVERSITY.

3.10.2 Individual's Request for Amendment of PHI. BUSINESS ASSOCIATE shall inform UNIVERSITY within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that BUSINESS ASSOCIATE maintains for or on behalf of UNIVERSITY. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to UNIVERSITY as may be required to fulfill UNIVERSITY's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526. BUSINESS ASSOCIATE shall, as directed by UNIVERSITY, incorporate any amendments to UNIVERSITY's PHI into copies of such PHI maintained by BUSINESS ASSOCIATE.
3.10.3 Individual's Request for an Accounting of Disclosures of PHI. BUSINESS ASSOCIATE shall document all disclosures of PHI and, within twenty (20) calendar days after receipt of a written request, make available to UNIVERSITY, and, if authorized in writing by UNIVERSITY, to the subject of the PHI, such information maintained by BUSINESS ASSOCIATE or its agents as may be required to fulfill UNIVERSITY's obligations to provide an accounting for disclosures of UNIVERSITY's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR § 164.528, and the HITECH Act, including, but not limited to Section 13405(c).

3.10.4 Electronic Health Records. If BUSINESS ASSOCIATE, on behalf of UNIVERSITY, uses or maintains Electronic Health Records with respect to PHI, UNIVERSITY may provide an individual, upon the individual's request, with the name and contact information of BUSINESS ASSOCIATE so that the individual may make a direct request to BUSINESS ASSOCIATE for an accounting of disclosures made by BUSINESS ASSOCIATE during the three (3) years prior to the date on which the accounting is requested or as otherwise provided under the HITECH Act Section 13405(c)(4)(A) or Section 13405(c)(4)(B).

3.10.5 Access to PHI by the Individual. If UNIVERSITY determines that a an individual's PHI is held solely by BUSINESS ASSOCIATE or if BUSINESS ASSOCIATE is acting on behalf of UNIVERSITY to provide access to or a copy of an individual's PHI, BUSINESS ASSOCIATE shall, within five (5) calendar days after receipt of a written request, make available to UNIVERSITY, and, if authorized in writing by UNIVERSITY, to the subject of the PHI, such information as may be required to fulfill UNIVERSITY's obligations to provide access to or provide a copy of the PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.524.

3.10.6 Access to Certain Information in Electronic Format. If BUSINESS ASSOCIATE uses or maintains Electronic Health Records with respect to PHI on behalf of UNIVERSITY, BUSINESS ASSOCIATE shall, upon request of UNIVERSITY, provide UNIVERSITY with the requested Electronic Health Record in an electronic format.

3.11 Compliance with Law. In connection with all matters related to this BA AGREEMENT, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations, 45 CFR §§ Parts 160, 162 and 164, and the HITECH Act, Subtitle D, part 1, California Civil Code §1798.29 and California Health and Safety Code §1280.15, as they may be amended from time to time.

4. BUSINESS ASSOCIATE'S AGENTS. Other than as expressly authorized herein, BUSINESS ASSOCIATE will provide UNIVERSITY's PHI only to persons or entities, including subcontractors, that have an agency relationship to BUSINESS ASSOCIATE and that have been approved in advance by UNIVERSITY ("Agents"). BUSINESS ASSOCIATE will provide PHI to Agents solely for the purposes of carrying out the Agreement.

4.1 BUSINESS ASSOCIATE shall require such Agents to agree to the same restrictions and conditions that are imposed on BUSINESS ASSOCIATE by this BA AGREEMENT, and to provide written assurance of such agreement, including, but not limited to, sections 3.5 ("Security Standards"), 3.6 ("Security Documentation") and 3.7 ("Notification of Breaches and Security Incidents).
5. TERMINATION AND OTHER REMEDIES.

5.1 Material Breach. A breach by either party of any material provision of this BA AGREEMENT shall constitute a material breach of the agreement(s) between UNIVERSITY and BUSINESS ASSOCIATE. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

5.1.1 Terminate all applicable agreements, including this BA AGREEMENT, immediately if the other party has breached a material term of this BA AGREEMENT

5.1.2 Terminate the applicable agreement(s), including this BA AGREEMENT, unless the other party, within five (5) business days, provides a plan to cure the breach and, within fifteen (15) business days, cures the breach;

5.1.3 In the case of a material breach of the BA AGREEMENT, if termination is not feasible, upon the non-breaching party’s request, the breaching party shall:

(a) at its expense, provide a third-party review of the outcome of any plan implemented under section 5.1.2. to cure the breach;

(b) at its expense, submit to a plan of monitoring and reporting to demonstrate compliance with the BA AGREEMENT.

5.2 Effect of Termination - Return or Destruction of PHI held by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE’s Agents. Upon termination, expiration or other conclusion of the BA AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or, at the option of UNIVERSITY, provide for the Destruction of all PHI received from UNIVERSITY, or created and received by BUSINESS ASSOCIATE on behalf of UNIVERSITY in connection with the BA AGREEMENT, that BUSINESS ASSOCIATE or its Agents still maintains in any form, and shall retain no copies of such PHI. Within thirty (30) calendar days after the termination of this BA AGREEMENT, BUSINESS ASSOCIATE shall both complete such return or Destruction and certify in writing to UNIVERSITY that such return or Destruction has been completed.

5.3 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to UNIVERSITY that return or Destruction of UNIVERSITY’s PHI is not feasible, BUSINESS ASSOCIATE must provide UNIVERSITY with a written statement of the reason that return or Destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If UNIVERSITY determines that return or Destruction is not feasible, this BA AGREEMENT shall remain in full force and effect and shall be applicable to any and all of UNIVERSITY’s PHI held by BUSINESS ASSOCIATE or its Agents.

5.4 Other Remedies. Notwithstanding the foregoing rights to terminate the Agreement, UNIVERSITY shall have such other remedies as are reasonably available at law or equity, including injunctive relief.

5.5 Civil and Criminal Penalties. BUSINESS ASSOCIATE understands and agrees that it is subject to civil or criminal penalties applicable to BUSINESS ASSOCIATE for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act.
6. **CHANGES TO THIS BA AGREEMENT.**

6.1 Compliance with Law. The parties acknowledge that state and federal laws and regulations relating to electronic data security and privacy are rapidly evolving and that additional obligations and responsibilities may be imposed on BUSINESS ASSOCIATE to ensure compliance with the new laws and regulations. The parties specifically agree to comply with all applicable laws and regulations and take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI, without need to amend or modify this BA AGREEMENT.

7. **INSURANCE AND INDEMNIFICATION.**

7.1 Insurance. In addition to any general and/or professional liability insurance coverage required of BUSINESS ASSOCIATE under the Agreement, BUSINESS ASSOCIATE agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the security, privacy, or confidentiality obligations of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors, under this BA AGREEMENT. Such insurance coverage shall be maintained for the term of the Agreement, and a copy of such policy or a certificate evidencing the policy shall be provided to UNIVERSITY at UNIVERSITY’s request.

7.2 Indemnification by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to defend at UNIVERSITY’s election, indemnify, and hold harmless UNIVERSITY, its officers, agents or employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys’ fees), or claims for injury or damages that are caused by or result from the acts or omissions of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors with respect to the use and disclosure of UNIVERSITY’s PHI.

7.3 Indemnification by UNIVERSITY. UNIVERSITY agrees to defend at BUSINESS ASSOCIATE’s election, indemnify, and hold harmless BUSINESS ASSOCIATE, its officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys’ fees), or claims for injury or damages that are caused by or result from the acts or omissions of UNIVERSITY, its officers, agents or employees with respect to the use and disclosure of UNIVERSITY’s PHI.

8. **MISCELLANEOUS PROVISIONS.**

8.1 Assistance in Litigation or Administrative Proceedings. BUSINESS ASSOCIATE shall make itself, and any employees or agents assisting BUSINESS ASSOCIATE in the performance of its obligations under this BA AGREEMENT, available to UNIVERSITY at no cost to UNIVERSITY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against UNIVERSITY, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy.
8.2 Independent Contractor. BUSINESS ASSOCIATE is an independent contractor and nothing in this BA AGREEMENT is intended to create or imply an agency or employment relationship between UNIVERSITY and BUSINESS ASSOCIATE.

8.3 No Third-Party Beneficiaries. Nothing express or implied in this BA AGREEMENT is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than UNIVERSITY, BUSINESS ASSOCIATE and its respective agents, successors or assigns.

8.4 Number. Where the context admits, words in the plural include the singular, and the singular includes the plural.

8.5 Survival. The obligations of BUSINESS ASSOCIATE under Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 5.2, 5.3, 5.5, 7.2, 7.3, and 8.1 of this BA AGREEMENT shall survive the termination of any agreement between UNIVERSITY and BUSINESS ASSOCIATE.

8.6 Notices. Any notices to be given to either party shall be made via U.S. Mail or express courier to the address given below and/or via facsimile to the facsimile telephone numbers listed below.
If to BUSINESS ASSOCIATE, to: With a copy (which shall not constitute notice) to:

___________________________ _______________________________
___________________________ _______________________________
___________________________ _______________________________
Attention: __________________ Attention: ______________________
Fax: ______________________  Fax: __________________________

If to UNIVERSITY, to: With a copy (which shall not constitute notice) to:

__________________________ ______________________________
__________________________ ______________________________
__________________________ ______________________________
Attention: _________________ Attention: ______________________
Fax: _____________________  Fax: __________________________

Each party may change its address and that of its representative for notice by giving notice in the manner provided above.
IN WITNESS WHEREOF, the parties hereto have duly executed this BA AGREEMENT.

The Regents of the University of California on behalf of its University of California Davis Health System

Vendor:

___________________________________ ______________________________
Signature      Signature

William Corbett

Printed Name

Buyer V - Supervisor

Title

Date

Signature

Printed Name

Title

Date
ARTICLE 1 – GENERAL. The materials, supplies or services (together, the “Services”) covered by the Agreement will be furnished by Supplier are governed by all the terms and conditions set forth herein. No other terms or conditions will be binding upon the parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent it specifies the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – INSPECTION. The Services furnished will be exactly as specified in the Agreement free from all defects in Supplier’s performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require delivery of such Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such items within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 – CHANGES. UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC’s written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder.
Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the materials and supplies furnished.

ARTICLE 4 – TERM AND TERMINATION

A. If applicable, the initial term of the Agreement will be stated on the UC Purchase Order (PO) (Initial Term) and subject to earlier termination as provided below. Following the Initial Term, the Agreement may be extended by written mutual agreement.

B. UC may, by written notice stating the extent and effective date, cancel and/or terminate the Agreement for convenience in whole or in part, at any time. UC will pay Supplier as full compensation for performance until such termination:

1. the unit or pro rata Agreement price for the performed and accepted portion; and

2. a reasonable amount approved by UC that Supplier may not otherwise recover from other sources, with respect to the unperformed or unaccepted portion of the Agreement, provided compensation under this Article will in no event exceed the total Agreement price.

C. UC may by written notice terminate the Agreement for Supplier's default, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to supply the Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby. If, after notice of termination for default, UC determines that Supplier was not in default or that the failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of Supplier (including, but not restricted to, acts of God, acts of UC, acts of Government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather), termination will be deemed for the convenience of UC, unless UC determines that the Services were obtainable by Supplier from other sources in sufficient time to meet the required performance schedule.

D. If Supplier prompts requests an extension and UC determines that Supplier has been delayed in the work due to causes beyond the control and without the fault or negligence of Supplier, UC may extend the time for supplying the Services; any extension granted will be effective only if given in writing. If the delay in supplying the Services is caused by UC, and not caused or contributed to by Supplier, the time and price of the Agreement will be subject to change under the Changes Article. Supplier's sole remedy in the event that a delay in supplying the Services was caused by UC, however, will be limited to any money Supplier actually and necessarily expended, solely by reason of the delay, in supplying the Services during the period of delay. No allowance will be made for Supplier's anticipated profits.
E. UC’s rights and remedies provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
F. As used in this Article, the word "Supplier" includes Supplier and its subsuppliers at any tier.

ARTICLE 5 – LIABILITY FOR UC-FURNISHED PROPERTY. Supplier assumes complete liability for any tooling, articles or material furnished by UC to Supplier in connection with the Agreement and Supplier agrees to pay for all such tooling, articles or material Supplier damages, spoils or otherwise is not able to account for to UC’s satisfaction. UC furnishing to Supplier any tooling, articles, or material in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 6 – DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC’s account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

ARTICLE 7 – TITLE. Title to the material and supplies purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC’s right to reject upon inspection.

ARTICLE 8 – PAYMENT, EXTRA CHARGES. Supplier will be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. UC will not pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 9 – CHARACTER OF SERVICES. Nothing in the Agreement will create any association, partnership, joint venture or agency relationship between the parties. Supplier, as an independent contractor, will furnish all equipment, personnel and material sufficient to provide the Services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as UC may so require and designate.

ARTICLE 10 – FORCED, CONVICT, AND INDENTURED LABOR.
A. By accepting the Agreement, Supplier certifies that no foreign-made equipment, materials, or supplies furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
B. UC may impose either or both of the following sanctions on any Supplier contracting with UC who knew or should have known, when entering into the Agreement with UC, that the foreign-made equipment, materials, or supplies furnished to UC were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction:
   (1) The Agreement under which the prohibited equipment, materials, or supplies were provided may be voided at UC’s option.
(2) Supplier may be removed from consideration for UC contracts for a period not to exceed one year.

ARTICLE 11 – INDEMNITY.
A. General. Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of this Agreement, including Supplier’s performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Supplier's direction and control.
B. Proprietary Rights. Supplier will defend, indemnify, and hold harmless UC, its officers, employees and agents, from and against all losses, expenses (including but not limited to reasonable attorneys' fees), damages, and liabilities of any kind resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Supplier’s supplying UC with the Services under the Agreement or UC's use of the Services under the Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing will not apply unless UC has informed Supplier as soon as practicable of the suit or action alleging such infringement. Supplier will not settle such suit or action without UC's consent. UC retains the right to participate in the defense against any such suit or action.
C. Products. Supplier will defend, indemnify, and hold harmless UC, its officers, employees and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind, for injury, death, and property damage, arising out of the dispensing or use of any of the Services. In addition to the liability imposed by law on Supplier for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Supplier or its agents, which liability is not impaired or otherwise affected hereby, Supplier hereby assumes liability for and agrees to save UC harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of Supplier.

UC agrees to provide Supplier with prompt notice of any such claims and to permit Supplier to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 12 – WARRANTY. Supplier agrees that the Services furnished under the Agreement will be covered by the most favorable commercial warranties Supplier gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement. Such warranties will be effective notwithstanding UC’s prior inspection and/or acceptance of the Services.
ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING. The Agreement is assignable by UC. Except as to any payment due hereunder, the Agreement may not be assigned or subcontracted by Supplier without UC’s written approval. In case such consent is given, it will not relieve Supplier from any of the obligations of the Agreement and any transferee or subcontractor will be considered the agent of Supplier and, as between the parties hereto, Supplier will be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375, and where applicable, Supplier will abide by the requirements set forth in 41 CFR 60-1.4. Where applicable, Supplier will abide by 41 60-741.5(a), incorporated by reference with this statement: “This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.” Where applicable, Supplier agrees to abide by 41 CFR 60-300.5(a), incorporated by reference with this statement: “This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.” With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 15 – FEDERAL ACQUISITION REGULATIONS. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated by reference:

FAR 52.222-04 Contract Work Hours and Safety Standards Act
FAR 52.222-26 Equal Opportunity
FAR 52.223-02 Clean Air and Water (If Agreement exceeds $100,000)
FAR 52.204-11 American Recovery and Reinvestment Act - Reporting Requirements (if funded by a federal contract with Recovery Act funds)

ARTICLE 16 – WORK ON UC OR GOVERNMENT PREMISES. If Services involve performance by Supplier at UC or United States Government owned sites or facilities, the following provisions will apply:

A. Liens. Supplier agrees that at any time upon request of UC, Supplier will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and materialmen, and the amount due and to become due to each, and that before the final payment called for under the
Agreement, will upon UC’s request submit to UC a complete set of vouchers showing what payments have been made for the Services.

Supplier will:

1. In accordance with Article 11, indemnify and hold harmless UC, its officers, employees and agents, from and against any and all losses, expenses (including, without limitation, reasonable attorneys’ fees and costs), damages, and liabilities of any kind, arising out of the services, labor and materials furnished by Supplier or its subcontractors under the Agreement, and from all laborers’, materialmen's and mechanics' liens upon the real property upon which the work is located or any other property of UC;

2. Promptly notify UC in writing, of any such claims, demands, causes of action, or suits brought to its attention. Supplier will forward with such notification copies of all pertinent papers received by Supplier with respect to any such claims, demands, causes of action or suits and, at the request of UC will do all things and execute and deliver all appropriate documents and assignments in favor of UC of all of Supplier’s rights and claims growing out of such asserted claims as will enable UC to protect its interest by litigation or otherwise. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys’ fees.

b. Cleaning Up. Supplier will at all times keep UC premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; will remove all rubbish from and about the building and all its tools, scaffolding, and surplus materials, and will leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its subcontractors as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

c. Employees. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such person from work under the Agreement and he or she will not again, without UC’s written permission, be assigned to work under the Agreement.

If UC employees perform any acts for the purpose of discharging Supplier’s responsibility in this Article, whether requested to perform such acts by the Supplier or not, such UC employees while performing such acts will be considered Supplier’s agents and servants subject to the exclusive control of Supplier.

d. Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Services to protect the health and safety of UC employees and members of the public.
and to minimize danger from all hazards to life
and property, and will comply with all UC
health, safety, and fire protection regulations
and requirements (including reporting
requirements). In the event that Supplier fails to
comply with UC’s regulations and requirements,
UC may, without prejudice to any other legal or
contractual rights of UC, issue an order
stopping all or any part of the work; thereafter a
start order for resumption of work may be issued
at UC’s discretion. Supplier shall not be entitled
to make a claim for extension of time or for
compensation or damages by reason of or in
connection with such work stoppage.

The safety of all persons employed by Supplier
and its subcontractors on UC premises, or any
other person who enters upon UC premises for
reasons relating to the Agreement, will be the
sole responsibility of Supplier. Supplier will at all
times maintain good order among its employees
and all other persons who come onto UC’s
premises at Supplier’s request and will not
engage any unfit or unskilled person to provide
the Services. Supplier will confine its employees
and all other persons who come onto UC’s
premises at Supplier’s request or for reasons
relating to the Agreement and its equipment to
that portion of UC’s premises where the work
under the Agreement is to be performed or to
roads leading to and from such work sites, and
to any other area which UC may permit Supplier
to use. Supplier will take all reasonable
measures and precautions at all times to
prevent injuries to or the death of any of its
employees or any other person who enters
upon UC premises at Supplier’s request. Such
measures and precautions will include, but will
not be limited to, all safeguards and warnings
necessary to protect workers and others
against any conditions on the premises which
could be dangerous and to prevent accidents of
any kind whenever work is being performed in
proximity to any moving or operating
machinery, equipment or facilities, whether such
machinery, equipment or facilities are the
property of or are being operated by, Supplier,
its subcontractors, UC or other persons.

E. Tobacco-free Campus. UC is a tobacco-free
institution. Use of cigarettes, cigars, oral
tobacco, electronic cigarettes and all other
tobacco products is prohibited on all UC owned
or leased sites.

ARTICLE 17 -
INSURANCE
Supplier, at its sole cost and expense, will insure
its activities in connection with providing the
Services and obtain, keep in force, and maintain
the following insurance with the minimum limits
set forth below, unless UC specifies otherwise:

A. Comprehensive or Commercial Form
General Liability
Insurance (contractual liability included) with
limits as follows:

To the extent compliance is required, Supplier
will comply with all UC safety rules and
regulations when on UC premises. Such
measures and precautions will include, but will
Each Occurrence $ 1,000,000.00

Products/Completed Operations Aggregate $ 2,000,000.00

Personal and Advertising Injury to the Comprehensive Form) $ 2,000,000.00

Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance.

If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (REQUIRED ONLY IF SUPPLIER DRIVES ON UC PREMISES OR TRANSPORTS UC EMPLOYEES, OFFICERS, INVITEES, OR AGENTS IN THE COURSE OF SUPPLYING THE SERVICES TO UC.)

c. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

d. Workers’ Compensation as required by applicable state law and Employer’s Liability with limits of $1,000,000 per occurrence.

e. If applicable, Supplier will be responsible for loss of UC and UC’s customers’ property, directly or indirectly, and will maintain Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000.00). Supplier will endorse such policy to include a “Regents of the University of California Coverage or Joint Payee Coverage” endorsement. UC and, if so requested, UC’s customers will be named as “Loss Payee, As Their Interest May Appear” in such Fidelity Bond.

It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier’s liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will (1) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage
referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.

(2) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 18 – PERMITS. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the Services are provided. Supplier will be liable for all damages and, in accordance with Article 11, will defend, indemnify and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including but not limited to reasonable attorneys' fees), damages, and liabilities of any kind arising out of Supplier's failure to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 19 – COOPERATION. Supplier and its subcontractors, if any, will cooperate with UC and other Suppliers and contractors on the premises and will so carry on their work that other cooperating Suppliers and contractors will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 20 – TAXES. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in providing Services under the Agreement, and all applicable, excise, transportation, privilege, occupational and other taxes applicable to the Services. Where applicable, Supplier will pay all sales and use taxes imposed on the Supplier.

ARTICLE 21 – USE OF UC NAME AND TRADEMARKS. Supplier will not use the UC name, abbreviation of the UC name, trade name(s) and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC’s prior written approval. Supplier agrees to comply at all times with California Education Code, Section 92000.

ARTICLE 22 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS.

A. Seller acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered a "work made for hire" under U.S. copyright law and all title, interest, and rights to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all
rights, title, and interest to and in such Deliverables and any copyrights or trademarks thereto. Supplier further agrees to promptly execute any additional documents or forms that may be required by UC in order to effectuate said assignment and to allow UC to register the works with the U.S. Copyright Office or the U.S. Patent and Trademark Office. Supplier also hereby assigns any potentially patentable inventions made by Supplier in the performance of the Agreement.

b. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC’s prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with this Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. Supplier will, at UC expense, execute all documents and do all things necessary or proper with respect to such patent applications. Supplier is specifically subject to an obligation to assign all right, title and interest in any such patent rights to UC as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

ARTICLE 23 – CANRA. Supplier represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act ("CANRA"). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

ARTICLE 24 – EXPENSE REIMBURSEMENT. Supplier agrees that any of its expenses that UC agrees to reimburse will be reimbursed under UC’s Meal and Travel Expense Policy, which may be obtained upon request.

ARTICLE 25 – PRICE DECREASES. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

ARTICLE 26 – CONFLICT OF INTEREST. Supplier affirms that, to the best of Supplier’s knowledge, no UC employee who has participated in UC’s decision-making concerning the Agreement has an “economic interest” in the Agreement or the Supplier. A UC employee’s “economic interest” means (a) an investment worth $2,000 or more in the Supplier or affiliate, (b) a position as director, officer, partner, trustee, employee or manager of the Supplier or affiliate, (c) receipt during the past 12 months of $500 in income or $440 in gifts from the Supplier or affiliate, or (d) a personal financial benefit from the Agreement in the amount of $250 or more. In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes.
Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 27 – SEVERABILITY. If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the validity or the enforceability of any other provision of the Agreement or the validity or the enforceability of any portion of the invalidated provision that remains legal, valid, or enforceable. Waiver or non-enforcement by either party of a term or condition of the Agreement will not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

ARTICLE 28 – GOVERNING LAW. California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction for any and all actions arising out of or brought under the Agreement is in a court of competent jurisdiction, federal or state, situated in the county in the State of California in which the UC campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

ARTICLE 29 – OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

UCDMC ARTICLE 1 – Medicare Books, Documents and Records. To the extent required by applicable law, Seller shall make available, upon written request from University, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Seller’s books, documents and records. Seller shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of the Agreement. If Seller is requested to disclose books, documents or records pursuant to the Section for any purpose, Seller shall notify University of the nature and scope of such request, and Seller shall make available, upon written request of University, all such books, documents or records. If Seller carries out any of the duties of this Agreement through a subcontract with a related organization (“Subcontractor”), with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period. Such subcontract shall contain a clause to the effect that until the expiration of four (4)
years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the University, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and Subcontractor’s books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
RECI PROCA L NON DISCLOSURE AGREEMENT

THIS AGREEMENT, effective August 26, 2014 is between Vendor and The Regents of the University of California, on behalf of the University of California, Davis Health System (“University”).

The parties agree as follows:

1. In connection with ongoing discussions between the parties concerning the registry reporting (“Project”), either party may find it beneficial to disclose to the other party certain confidential or proprietary information in written, oral or other tangible or intangible forms which may include, but is not limited to, data for hospital or professional services, patient information systems and development, patient statistics, patient outcome information, policy and procedures, business contacts, financial information, information regarding services, discoveries, ideas, concepts, know-how, techniques, designs, diagrams, data, computer programs, service development, accounting information and policies, telephone line usage, business plans, marketing and advertising information or other documents prepared by either party or their representatives containing or based in whole or in part on any information furnished to them by the other party or its representative (“Confidential Information”). Such Confidential Information if in written form will be marked to indicate its confidential nature, and if oral, the disclosing party shall indicate orally its confidential nature and summarize it in writing and send it to the receiving party within 30 (thirty) days.

2. Each party understands that, except as otherwise agreed in writing, the Confidential Information which it may receive concerning the other party's future plans with respect to the Project is tentative and is not intended to represent firm decisions by the other party concerning the implementation of such plans. Confidential Information provided hereunder, by one party to the other, does not represent or imply any commitment beyond the express terms of this Agreement.

3. Unless otherwise required by law, one party and its representatives will use best efforts to not, without the prior written consent of the other parties, disclose to any person (other than those actively and directly participating in the Project) any Confidential Information.

Vendor understands that University is a public institution and that any Confidential Information received by University from Vendor will be subject to the California Public Records Act (California Government Code Sections 6250 et seq.).

4. With respect to Confidential Information received from the disclosing party under this Agreement, the other party shall:
   a. hold such Confidential Information in confidence with the same degree of care with which it protects its own respective confidential and proprietary information;
   b. restrict disclosure of the Confidential Information solely to its respective (i) employees, agents and contractors with a need to know such Confidential Information and advise those persons of their obligations hereunder with respect to such Confidential Information; or (ii) to the extent such disclosure is required (but redacted to the greatest extent possible) to comply with applicable law or legal process provided that the disclosing party shall seek confidential treatment of such Confidential Information;
   c. use the Confidential Information only as needed for the purposes of the Project;
   d. except for the purposes of the Project, not copy or otherwise duplicate such Confidential Information or knowingly allow anyone else to copy or otherwise duplicate such Confidential Information, and any and all copies shall bear the same notices or legends, if any, as the originals; and
   e. on request, promptly return to the disclosing party all Confidential Information in a tangible form or certify to the disclosing party that it has destroyed such Confidential Information.

5. Neither of the parties shall have an obligation to preserve the confidential or proprietary nature of any Confidential Information which:
   a. was already known to the party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party as evidenced by written records prepared prior to such disclosure; or
   b. is or becomes publicly known through no wrongful act of the party to which the Confidential Information was disclosed;
c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation with respect to such Confidential Information; or

d. is independently developed by an employee, agent or contractor of the party, not associated with the Project and who did not have any direct or indirect access to the Information; or

e. is approved for release by written authorization of the disclosing party.

6. This Reciprocal Nondisclosure shall apply to all Confidential Information relating to the Project disclosed by one party to the other party under this Agreement, the term of which shall be 4 (Four) years from the effective date hereof unless extended by the parties. At the completion of the term of this Agreement, all information in tangible form shall be returned to the disclosing party. The duty to keep the Confidential Information confidential shall continue beyond the term of this Agreement for a period of 1 (one) year.

7. Nothing contained in this Reciprocal Nondisclosure shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

8. This Reciprocal Nondisclosure shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

10. Any notice required to be given hereunder shall be mailed to the parties as follows:

For Vendor

For University: William Corbett
UC Davis Purchasing Department
4800 2nd Ave
Sacramento, CA 95817

11. If any party to this Agreement shall take any action to enforce this Agreement or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing such suit or arbitration and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action or arbitration is prosecuted to judgment. Any judgment or order entered in such action or arbitration shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs incurred in enforcing such judgment. For purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees and costs incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

12. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
13. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by telecopy or facsimile transmission) and which together shall constitute one and the same agreement.

Vendor: 

BY:  
TILE:  
DATE:  

REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH SYSTEM

BY:  
TILE:  Buyer V  
DATE:  08/25/14