UNIVERSITY OF CALIFORNIA, DAVIS

UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER

REQUEST FOR PROPOSAL

CONSULTING SERVICES
FOR STRATEGIC PLANNING FOR CANCER CARE
RFP # 15-01-27-BC

DATE MAILED: January 27, 2015

Buyer Contact: William Corbett
Tel # (916) 734-5951
Fax # (916) 734-7791
E-mail: william.corbett@ucdmc.ucdavis.edu

DUE DATE: March 13, 2015
By: 4:00 P.M., Pacific Time

Return Response to:
(In person, by mail or courier)
RFP# 15-01-27-BC
William Corbett
Buyer V-S
Purchasing Department
University of California, Davis, Medical Center
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/
REQUEST FOR QUOTATION CONTENTS

- I. Introduction
- II. Overview/Scope of Work
- III. Schedule of Events
- IV. Question and Answer Period
- V. Addendum or Supplements to Request for Proposal
- VI. Basis of Award
- VII. Required Submittals
- VIII. Proposal Conditions
- IX. Terms and Conditions
- X. General Information/Certification
- Tier 1 – Qualification Statement
- Tier 2 – Technical Proposal
- Tier 3 – Oral interviews
- Attachment 1 – Cost Proposal
- Attached Documents:
  - Independent Consultant Agreement
  - Description of UC Davis Cancer Care Network

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

The University of California, Davis, Health System (UCDHS) provides the organizational framework that enables the University of California Davis to fulfill teaching, research, patient-care and public service missions. It consists of the School of Medicine (UCDSOM), the UC Davis Medical Center (UCDMC), the UC Davis Medical Group and several specific centers such as the UC Davis Cancer Center, the UC Davis Children’s Hospital and the UC Davis M.I.N.D. Institute. Together they deliver primary, secondary and tertiary care throughout inland Northern California. The UC Davis Medical Group, the health system’s physician network, includes over 900 physicians and 150 areas of medical specialty geographically dispersed in 25 locations.

UCDMC is one of five teaching hospitals operated by The Regents of the University of California. UCDMC is a 619-bed, fully accredited hospital, which serves as the main clinical education site for the UCD School of Medicine. UCDMC is the sole Level 1 trauma center serving the Sacramento-Sierra area and the primary tertiary care referral center for a 32-county area of more than five million residents. Each year UCDMC admits approximately 32,000 inpatients, while its 150-plus clinics log more than 828,000 outpatients and emergency visits. UCDMC also operates a Cancer Care Network through two limited liability corporations and two affiliated sites.

II. OVERVIEW(SCOPE OF WORK

UCDMC wishes to strategically align its expansion plan for its Cancer Care Network with its evolving regional affiliations in northern California and western Nevada. The successful bidder for this project will offer facilitation of interactions with appropriate constituents and solicit input from existing cancer network partners and affiliates. The successful bidder will offer appropriate analysis and interpretations of factors such as local and regional market conditions, demographics, existing and emerging competition, trends in cancer care delivery and reimbursement, and potential capital, legal or other barriers to expansion. The questions that UCDMC seeks to answer include:

1. What are the appropriate ownership and governance structures to improve the return on our investment in the Cancer Care Networks?
2. How can the Cancer Care Network better align with UCDMC’s current and potential affiliations?
3. Does a continued combination of limited liability corporation joint ventures and fee-based affiliations allow for optimal management? Optimal growth?
4. What attributes should we be seeking in new affiliates?
5. Which geographic areas should we be seeking to expand into?
6. Are we offering the optimal scope of services at affiliate sites?
7. What changes in the delivery of oncology services, such as telemedicine or technology-enabled models of care, should we anticipate that will affect the Cancer Care Network?
8. What changes in the payments for oncology services should we anticipate that will affect the Cancer Care Network?
9. What organizational oversight changes should be made, if any, to provide for optimum growth of the Cancer Care Network and maximum collaboration with our NCI-designated Cancer Care Center?
10. How does this fit in with UC Health development and advancement?
11. How would our desired model need to change if the Cancer Center was no longer designated?

Based on the experience of the consultant, we encourage you to modify the proposed scope of engagement in your proposal, provided your suggested approach can be more efficient is assessing the key issues and creating a consensus on solutions.

The Project Actions and Deliverables
The successful consultant may participate as follows:
- Conduct or actively participate in regularly scheduled meetings with UCDMC management, with major sessions identified below.
- Present to UCDMC management and furnish copies of the initial findings.
- Present to UCDMC management your initial strategic recommendations.
- Present the Final Report and furnish an unbound original copy and one (1) electronic copy one CD or memory stick on the Final Report.
UCDMC anticipates that it will enter into an Agreement with an Independent Consultant for professional consulting services for a period of three (3) months or less, depending upon the mutually-agreed upon cycle of time for producing acceptable deliverables pursuant to a contract award of this RFP. UCDMC anticipates that the contract period will begin May 01, 2015 and continue through July 31, 2015.

III. SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposal</td>
<td>January 27, 2015</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions Or Request for Clarification</td>
<td>February 6, 2015</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>March 13, 2015</td>
</tr>
<tr>
<td>Oral Presentations, if deemed necessary</td>
<td>*March 23 to March 27, 2015</td>
</tr>
<tr>
<td>Completion of Proposal Evaluation/Award</td>
<td>*April 10, 2015</td>
</tr>
</tbody>
</table>

* Approximate date only

IV. QUESTION AND ANSWER PERIOD

Questions or requests for clarification must be submitted to UCDMC, William Corbett, via email no later than February 6, 2015. 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 potential responder of record and posted on the UCDMC Purchasing web site at: http://www.ucdmc.ucdavis.edu/matmgmt. The identity of the submitter of any particular question will not be disclosed. Inquiries and questions regarding this RFP will not be entertained after the February 6, 2015 date.

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 or overnight courier to known prospective bidders. Amendments will be posted on the UCDMC Materiel Management web site. 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 WILLIAM CORBETT, UNIVERSITY OF CALIFORNIA, DAVIS, HEALTH SYSTEM, PURCHASING DEPARTMENT. CHANGES BY ANY OTHER INDIVIDUAL ARE NOT AUTHORIZED.

VI. BASIS OF AWARD

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 UCDMC, 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 the second tier, 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.

To determine the lowest cost per quality point each bidder’s quoted fee, as specified in the Cost Proposal, Attachment 1, 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. To be eligible to participate in Tier 2, Cost per Quality point evaluation, a bidder must receive an average of at least 70% of the available Tier 2 Technical Proposal points.

The bidder with the lowest cost per quality point shall be given the opportunity to enter into negotiations with UCDMC 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 UCDMC and bidder are unable to come to satisfactory terms, UCDMC 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. UCDMC reserves the right to set the criteria for and make this determination independently in each case.

UCDMC 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.

VII. REQUIRED SUBMITTALS

Copies of Proposals

Bidder is required to submit one (1) signed original, five (5) hard copies. Responses must be received by March 13, 2015, 4:00 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 Consulting Services, Strategic Planning clearly marked on the outside, referencing the Request for Proposal number (RFP 15-01-27-BC) located on the cover page.

Submit responses to:
(In person or by courier/mail)
RFP # 15-01-27-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, UCDMC reserves the unqualified right to reject any or all proposals for any reason.

2. UCDMC 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. UCDMC, 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. UCDMC 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 UCDMC.

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 UCDMC's responsibility and its judgment shall be final.
6. UCDMC 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.

UCDMC 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 UCDMC 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 UCDMC'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 UCDMC for any purpose other than evaluation of the Bidder's eligibility, each sheet of such information must be marked with the designation "Confidential." UCDMC 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 UCDMC to Bidders hereunder shall remain the property of the UCDMC 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 UCDMC.

IX. TERMS AND CONDITIONS

1. The final contract will be prepared by the Health Systems Contract Office and the University of California, Davis Health System Independent Consultant Agreement, as attached, shall be the resulting agreement upon award.

2. Any remittances under the contract for these services will not be subject to late fees.

3. University of California, Davis, Medical Center, HIPAA Business Associate Amendment, as attached, is a requirement of any resulting contract.

4. Invoices are to be rendered only if the items and services have been furnished. Invoices must be itemized; all applicable discounts identified, and must reference the contract number.

5. 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 UCDMC, and shall contain an endorsement requiring not less than thirty (30) days written notice to UCDMC prior to any cancellation or modification thereof. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to UCDMC 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.

6. Final acceptance: UCDMC will agree to final acceptance and payment only after services are in compliance with all published and implied performance specifications, and is considered by UCDMC to be ready acceptable.

7. UCDMC retains the right to cancel any contract that results from your offer, at any time, for convenience, at the option of and without penalty to the University.
8. UCDMC is not liable for any cost incurred by Bidders prior to the issuance of an agreement, contract or purchase order.

9. It is understood and agreed by UCDMC and vendor that in the performance of this agreement, vendor shall be, and act as an independent contractor and not as an agent or employee of UCDMC. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between UCDMC and vendor. Vendor is not an employee of UCDMC and is not entitled to the benefits provided by UCDMC to its employees, including but not limited to, group insurance, pension plans, worker's compensation or unemployment insurance. Vendor shall be solely responsible for the conduct and control of the work to be performed by vendor under this agreement. Vendor's services for UCDMC shall be performed in accordance with currently approved methods and ethical standards applicable to vendor's professional capacity.

10. 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.

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

12. Bidders shall furnish all personnel travel, accommodations, facilities and any other supplies and material which may be required to perform the services proposed within this agreement.

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

14. In the event that an Agreement cannot be negotiated with the first prospective Awardee, UCDMC reserves the right to negotiate with the next prospective Awardee in succession, and so forth, until an Agreement is awarded or the RFP process is canceled by UCDMC.

15. The openings of sealed RFP submittal responses will not be made public. An announcement of probable award summary will be made prior to final execution of an Agreement.

16. UCDMC may reject a proposal of any party who has been delinquent or unfaithful in any former Agreement with UCDMC. UCDMC reserves the right to re-solicit information or proposals.

17. UCDMC reserves the right to negotiate minor exceptions, irregularities, or errors taken by Proposer in this RFP. These errors may be corrected by the Proposer involved provided that, in the judgment of the Contract Administrator, such action will not negate fair competition and will permit proper comparative evaluations of proposals submitted.

18. If the solicitation does not result in UCDMC obtaining reasonable prices in the opinion of UCDMC, when considering all the price and cost factors associated with the acquisition of services, UCDMC shall reject all proposals. All participating Proposers shall be notified of the rejections. UCDMC is the sole judge in determining if the pricing offered is reasonable or not.

19. UCDMC reserves the right to disqualify any respondent for cause including, but not limited to, the following:

- Misrepresentation and/or omission of facts in respondent's submittal, or in any other communication from respondent in connection with this submittal request.

- Submission of a submittal deviating from an acceptable range of credible proposals or quotes, which places the respondent excessively high or excessively low and indicates an unrealistic appraisal of the
costs of Agreement performance, and which may indicate a lack of understanding of Agreement requirements, and which the respondent cannot substantiate, indicating an inability to perform as specified.

- Seeking or causing the intervention of third parties in the submittal process, where the purpose is deemed by UCDMC to achieve special advantage in the awarding of the Agreement.

- Evidence of collusion among the respondents.

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

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
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
   a. Provide profiles or resumes of principal staff to be implementing and managing the project. Include a description of experience, qualification, training and supervision of support staff that would be providing service to UCDMC.  
      Changes in key staff assignments will not be allowed without prior approval of the University. The University reserves the right to terminate the agreement at any time if any of the staff assignments are unacceptable to the University.  
      Unless otherwise indicated in the proposal response, the successful bidder will perform all work. Any work, which is subcontracted out by the bidder, must be indicated and will be subject to the terms and conditions of this RFP and any resultant contracts awarded. UCDMC would prefer that work is not subcontracted out. By department, identify key personnel, their job descriptions and years with the company, specifying which personnel will be assigned to the UCDMC account.

3. Company Experience
   a. Describe your firm's area of expertise and prior experience with similar projects as specified in the RFP. Identify any expertise or special skills.  
   b. Does your company have health care experience?  
   c. Does your company have experience with cancer or oncology service lines?  
   d. Does your company have experience with building networks of providers?  

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

4. References
   Each bidder must provide a reference list of at least three (3) clients for whom similar services have been performed within the past two (2) years. The references may be from current or prior clients. The references may 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 UCDMC 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. Business Information Form

Each bidder is required to submit a completed Supplier Information Form (Attached) with its written proposal.

7. 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).

8. 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. UCDMC may terminate this 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, 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.

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

2. Provide an outline of your firm’s approach to the project including:
   a. A description of specific methods, techniques used to conduct your review. Demonstrate your firm’s ability to be innovative and creative in accomplishing the goals.
   b. How your firm will interact with UCDHS staff.
   c. Description of resources UCDHS is required to provide.
   d. Approach to handling confidential patient information, complying with HIPAA patient confidentiality regulations.

3. Provide a detailed description of deliverables, including plans for reporting results and discussions with UCDHS.

4. Provide a proposed timetable for completion of tasks related to the project.

5. Describe any value added services your firm provides.

TIER 3
ORAL INTERVIEWS

In Phase III of the interview process, UCDMC may, at its sole option, conduct Interview Sessions with the apparent Highest Quality Proposers (HQP). If necessary, only the top two or three HQPs will move into Phase III, whereby, UCDMC may opt to conduct interview sessions to further evaluate the Proposers’ qualifications, experience, performance capabilities, and other areas of interest to UCDMC. If this option is exercised, the information obtained from these interviews will be used by UCDMC in award determination.
ATTACHMENT 1
COST PROPOSAL

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

1. A detailed cost proposal outlining all costs for this project including:
   - Professional fees
   - Labor costs
   - 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. UCDHS has a hotel on site, Courtyard by Marriott. The Courtyard is our preferred hotel. If you choose other accommodations, the University will only reimburse you up to the amount of the current rate for standard accommodations at the Courtyard.

3. A description of additional charges for any extra services – including a not to exceed amount.

If a bidder’s fee proposal is not clear, the proposal will be considered non-responsive and the proposal will be disqualified from further consideration.

Prices shall remain firm throughout the initial contract period or one (1) year whichever is longer. Price increases will be subject to review and approval prior to any subsequent renewal period and upon sixty (60) days advance written notice.

An Agreement shall be entered into only after UCDMC has determined that proposal prices, rates, charges, or fees to be paid are reasonable. UCDMC reserves the right to have Proposer provide supporting documentation or other evidence justifying Proposer's pricing and Proposer's ability to satisfy the terms of an Agreement with UCDMC prior to issuance of an award or Agreement. UCDMC reserves the right to reject any proposal that it deems to be unresponsive as a result of “low ball” pricing or pricing that is deemed to be unreasonably low. Conversely, UCDMC reserves the right to reject any proposal that it deems to be unresponsive as a result of being cost-prohibitive or containing pricing that is deemed to be unreasonably high or non-asseritable. UCDMC retains sole rights and authority for determining reasonableness of costs and pricing under this RFP.
UNIVERSITY OF CALIFORNIA
INDEPENDENT CONSULTANT AGREEMENT

THIS AGREEMENT to furnish certain consultant services is made by and between The Regents of the University of California, a public corporation, (“University”) on behalf of its University of California Davis Health System, and ~ (“Consultant”).

I. NATURE AND PLACE(S) OF SERVICE

A. In accordance with Consultant’s proposal to the University dated ____________, which is incorporated herein by this reference, and made a part hereof, Consultant shall furnish to University the following services:

B. Consultant shall provide reports as described below:

C. Place(s) of performance of such services shall be:

D. University shall provide working space, equipment, furniture, utilities, and services as follows:

E. If applicable, the services of Consultant shall assist University in the performance of Contract or Grant No. ~ Dated ~ with~. Consultant acknowledges having read contract or grant (copies of which are attached) and agrees to comply with all restrictions and conditions which relate to the performance of this Agreement.

F. If the Consultant is an entity other than an individual, the University requires that be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

G. Consultant shall produce or provide specified material or perform consulting services on the following time schedule:

II. TERM OF AGREEMENT

A. The term of this Agreement shall be from _____ through _____.

B. Either Consultant or University may terminate this Agreement at any time by giving the other party 30 days’ prior written notice.

C. If one party gives the other 5 days’ written notice of a breach of the Agreement and the breaching party fails to cure or commence cure within the 5-day period, this Agreement may be immediately terminated by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT FOR EXPENSES

A. University shall pay Consultant for services performed on the following basis:

1. Fee of $_____ per hour, for not to exceed ____ hours $

2. Per Diem at $____ per day for ____ days* $

3. Travel expenses (specify)* $

4. Other expenses (specify) $

MAXIMUM TO BE PAID UNDER THIS AGREEMENT $

* Reimbursement for travel and per diem shall be in accordance with established University rates and policies.
B. Payments shall be made upon Consultant's submission of invoices indicating the Agreement Number and setting forth charges in accordance with rates detailed in paragraph III-A. Each invoice shall include Consultant's taxpayer identification number (Social Security or employer identification number). Schedule of payments shall be:

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.

IV. NOTIFICATION

A. In performing consulting services under this Agreement, Consultant shall be accountable to:

B. Notices concerning this Agreement shall be addressed as follows:

TO UNIVERSITY:    TO CONSULTANT:
Health System Contracts
University of California Davis Medical Center
2315 Stockton Boulevard
Sherman Building, Suite 2300
Sacramento, CA 95817

And

_________________________
_________________________
_________________________

V. TAXES

The compensation stated in Article III includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax or as the result of any change in the Consultant's tax liabilities. Consultant acknowledges that compensation payable hereunder may be subject to withholding of state and federal income tax, including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661-18677.

VI. INDEPENDENT CONTRACTOR STATUS

A. Both parties agree that in the performance of this agreement the Independent Consultant shall not be an agent or employee of University, shall not be covered by University’s Worker’s Compensation Insurance or Unemployment Insurance, shall not be eligible to participate in University’s retirement programs, and shall not be entitled to any other University benefits.

B. Consultant shall be solely responsible for the conduct and control of the work to be performed by Consultant under this Agreement, except that Consultant is accountable to the individual designated in paragraph IV-A, above, for the results of such work. Consultant's services for University shall be performed in accordance with currently approved methods and ethical standards applicable to Consultant's professional capacity.

VII. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this Agreement, or any interest or claim, or subcontract any portion of the work, without the prior written approval of the University. The withholding or granting of such approval is totally discretionary with the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

VIII. PROPERTY RIGHTS, INCLUDING PATENTS AND COPYRIGHTS

A. General: All information developed by Consultant pursuant to performance of services under this Agreement shall be the sole property of University without University's payment of additional consideration, and shall be
furnished to University on the earlier of either (I) completion or termination of each project, or (2) upon earlier termination of Consultant's services under this Agreement.

B. Intellectual Property (Patents, Copyrights): In the event Consultant makes any invention or discovery or creates any trade secret (hereinafter collectively referred to as "Intellectual Property Discovery") in the course of performance of this Agreement, Consultant shall furnish University with complete information with respect thereto and University shall have the sole right, title, and interest in such Intellectual Property Discovery without payment of additional consideration. In the event that University, in its sole discretion, shall determine to apply for any patent, copyright or other protection with respect to such Intellectual Property Discovery, Consultant agrees, at University's request and expense, to execute all documents and do all acts reasonably necessary and proper to facilitate the University's application for such patent, copyright or other protection.

The parties hereto agree that any copyrightable work(s) developed under this agreement constitute work(s) made for hire under the United States Copyright Laws and that all right, title and interest therein; including copyright shall vest in the University. In the event that any such work is determined by a court of competent jurisdiction not to be a work made for hire under the United States Copyright laws, or for any other reason does not constitute a work made for hire, the Consultant, by this agreement, hereby assigns all right, title, and interest, including copyright, in said work(s) to the University, in perpetuity.

IX. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

A. Consultant agrees to defend at University's election, indemnify, and hold harmless University, its officers, agents, and employees from and against all claims, losses, and expenses (including costs and reasonable attorney's fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, employees, or agents.

B. Consultant shall furnish a Certificate of Insurance or statement of self-insurance (contractual liability included) showing minimum coverage as follows:

1. General Liability: Comprehensive or Commercial Form (Minimum Limits)
   
   (I) General Aggregate (BI, PD)* $1,000,000
   (ii) Products, Completed Operations Aggregate $1,000,000
   (iii) Personal and Advertising Injury $1,000,000
   (iv) Each Occurrence $500,000

   * (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.

2. 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.

3. Workers' Compensation: as required under California State Law.

4. Professional Liability Insurance with a limit of $_______ per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

5. Other insurance in amounts as from time to time may reasonably be required by the mutual consent of University and Consultant against such other insurable hazards relating to performance.

Certificate(s) shall name The Regents of the University of California as an additional insured under 1, 2 and 4 above, obligate the insurer to notify University at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with
nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the
University. Premiums on all insurance policies shall be paid directly by the Consultant.

X. RECORDS ABOUT INDIVIDUALS

A. Consultant acknowledges that the creation and maintenance of records pertaining to individuals is subject to
certain requirements set forth by the California Information Practices Act (Civil Code 1798, et seq.) and by
University policy. Such requirements include provisions governing the collection, maintenance, accuracy,
dissemination, and disclosure of information about individuals, including the right of access by the subject
individuals.

B. If Consultant creates confidential or personal records about an individual, as defined by the Information
Practices Act, including notes or tape recordings, the information shall be collected to the greatest extent
practicable directly from the individual who is the subject of the information. When collecting the information,
Consultant shall inform the individual that the record is being made and the purpose of the record.

C. Records containing confidential or personal information about individuals are the property of the University of
California and subject to University policies and applicable federal and state laws. Consultant agrees to deliver
all such records, including originals and all copies and summaries, to the University upon termination of this
agreement.

D. Consultant shall not use recording devices in discussion with University employees without notifying all parties
to the discussion that the discussion is being recorded.

XI. EXAMINATION OF RECORDS

The University and, upon University's approval, the contractor or grantor under government contracts or grants, or its
authorized representative, shall have access to and the right to examine any pertinent books, documents, papers, and
records of Consultant involving transactions and work related to this Agreement until the expiration of five years after the
final payment hereunder. Consultant shall retain project records for a period of five years from the date of final payment.

XII. CONFLICT OF INTEREST

A. Consultant will not hire any officer or employee of the University to perform any service covered by this
agreement. If the work is to be performed in connection with a federal or state contract or grant, Consultant will
not hire any employee of the government concerned to perform any service covered by this agreement.

B. Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between
Consultant's family, business or financial interest and the services provided under this agreement, and in the
event of change in either private interests or service under this agreement, any question regarding possible
conflict of interest which may arise as a result of such change will be raised with the University.

C. Consultant shall not be a reporting relationship to a University employee who is a near relative, nor shall the
near relative be in a decision-making position with respect to the Consultant.

XIII AFFIRMATIVE ACTION

The Consultant recognizes that as a federal and state government contractor or subcontractor, the
University of California is obligated to comply with certain laws and regulations of the federal and
state government regarding equal opportunity and affirmative action. When applicable, the
Consultant agrees that, as a government subcontractor, the following are incorporated herein as
though set forth in full: the non-discrimination and affirmative action clauses contained in Executive
Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for
all persons without regard to race, color, religion, sex or national origin, and the implementing rules
and regulations contained in Title 41, part 60 of the code of Federal Regulations, as amended; the
non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination ad affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Consultant, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

XIV. CONFIDENTIALITY

The Consultant shall use his or her best efforts to keep confidential any information provided by the University and marked “Confidential Information,” or any information conveyed orally to the Consultant by the University with oral notification of its confidentiality, and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Consultant; or
3. Is obtained lawfully from a third party.

XV. APPLICABLE LAW

The laws of the State of California shall govern this Agreement.

XVI. TERMS TO BE EXCLUSIVE

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any prior understanding between the parties, oral or written, regarding the same subject matter.

XVII. WAIVER OR MODIFICATION OF TERMS

No waiver, amendment or other modifications of the terms of this Agreement shall be binding upon either party unless expressed in writing and signed by both parties hereto.

XVIII. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant’s reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.
XIX. EXCLUSION. Independent Consultant warrants that 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 Consultant is excluded from participation in any federal healthcare or procurement program.

INDEPENDENT CONSULTANT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Signature Date Annie Wong Date
Health System Contracts Manager

Taxpayer Identification Number

Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is mandatory. Disclosure of the Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and 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 to verify your identity. The principal uses of the Social Security number shall be to report payments you have received to the Federal and State governments.
UC Davis Cancer Care Network

Affiliates and Locations

**Rideout Cancer Center**
Rideout Cancer Center provides oncology services on the campus of Rideout Hospital in Marysville. The 42,000 square-foot cancer center offers medical and radiation oncology and clinical trials with board certified physicians; chemotherapy-certified nurses, and certified radiation therapists.

**Mercy Cancer Center**
Mercy Cancer Center provides oncology services on the campus of Mercy Medical Center in Merced. The 16,000 square-foot cancer center offers medical and radiation oncology and clinical trials with board certified physicians, chemotherapy-certified nurses, and certified radiation therapists.

**AIS Cancer Center**
AIS Cancer Center provides oncology services on the campus of San Joaquin Community Hospital in Bakersfield. The new 60,000 square-foot cancer center offers medical, radiation, and surgical oncology with board certified physicians, chemotherapy-certified nurses, and certified radiation therapists.

**Gene Upshaw Memorial Tahoe Forest Cancer Center**
Based on the campus of Truckee’s Tahoe Forest Hospital, the Gene Upshaw Memorial Tahoe Forest Cancer Center offers medical and radiation oncology and clinical trials with board certified physicians, chemotherapy-certified nurses, and certified radiation therapists.

**UC Davis Comprehensive Cancer Center**
Located at UC Davis Medical Center in Sacramento, UC Davis Comprehensive Cancer Center uses collaborative partnerships and telemedicine technology to extend the benefits of academic medicine across Northern and Central California.

Cancer Care Network Map