REQUEST FOR PROPOSAL

Consulting Services
in support of the UC Davis Health System’s

Clinical Services 2025 Master Plan

RFP # 15-81715-BC

DATE MAILED: August 31, 2015

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

DUE DATE: September 30, 2015
By: 4:00 P.M., Pacific Time

Return Response to:

(In person, by mail or courier)
RFP# 15-81715-BC
William Corbett
Buyer
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/
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- Independent Consultant Agreement

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, the Betty Irene Moore School of Nursing 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 33,500 inpatients, while its 150-plus clinics log more than 1,000,000 outpatients and emergency visits. UCDMC also operates a Cancer Care Network including two limited liability corporations at two affiliated sites, and several regional partnerships.

II. OVERVIEW/SCOPE OF WORK

The UC Davis Health System is requesting proposals from qualified consultant teams to assist with preparing a 2025 Clinical Services Master Plan for inpatient and outpatient facilities. This effort will provide a roadmap to:

- Address California’s seismic safety mandates for 2030 (this will require the development of replacement space for functions housed in the East Wing portion of the hospital)
- Expand inpatient and outpatient capacity to support marketplace needs and the organization’s vision and goals
- Provide new and remodeled facilities that optimize care delivery, outcomes and the patient experience
- Enhance operational efficiency and improve financial performance through improved work flow, sustainable design and technological advances

Overall Approach

The 2025 Master Plan will:

- Assess the current UCDHS market position and evaluate the strategies and tactics of our competitors
- Analyze the current and projected demographics of our primary, secondary and tertiary service area
- Identify and evaluate potential marketplace forces related to healthcare reform and other factors that will influence the demand for services and the future evolution of UCDHS
- Evaluate and quantify the need to expand or reconfigure inpatient beds and services and outpatient facilities to support the vision and goals for the organization and the changing marketplace
- Provide a framework for facility investment and allocation decisions in a dynamic environment that ties population demographics, regional healthcare resources, outpatient primary and specialty service demands, imaging and ancillary services, ambulatory and inpatient operating room capacity, and inpatient bed needs at multiple acuity levels
- Identify and evaluate the feasibility and appropriateness of alternative facility design and project delivery strategies (Phase 2)

The planning effort will build on the 2010 Long Range Development Plan, the 2010 Physical Design Framework, the 2011-2016 Strategic Plan, the Utility Master Plan for the UC Davis Sacramento Campus and other relevant planning studies. The consultant team must have substantial experience working with academic medical centers.

The team should include strategic planning experts and individuals that have substantial experience in hospital and outpatient facilities planning and design. Team members should be intimately familiar with current trends and emerging technology that will influence the delivery of healthcare in the future. The consultant team should also have sufficient experience regarding information technology to forecast trends and project approximate per square foot IT cost range for new hospital facilities. These estimates would be prepared in consultation with the UCDHS Information Technology Division.
Phasing

As currently envisioned, the 2025 Clinical Services Master Plan will consist of three separate phases:

- The Phase 1 planning effort will provide recommendations on the number of inpatient beds, operating rooms and inpatient support services needed to achieve the organization’s vision and goals. It will also provide guidance on the size, scope and configuration of the Health System’s Primary Care Network, hospital-based primary care and specialty clinics, specialty outreach services, and other UCDHS outpatient programs. Phase 1 will also provide conceptual space program and a preliminary cost model regarding alternative development strategies.

- Phase 2 will develop a detailed Business Case Analysis that documents the financial and strategic implications of alternatives under consideration.

- Phase 3 will finalize the space program, design documents, and construction documents required to successfully implement and complete the project. This phase will include site visits to other hospitals and full scale mock-ups to test design solutions for key room types. This phase includes construction, commissioning, transition planning and move-in. The scope of work included in Phase 3 is not part of this RFP.

The cost, schedule and consultant work plan for Phase 2 shall be clearly separated from the information pertaining to Phase 1. Phase 2 will be treated as an “additive alternate.” Upon completion of Phase 1 work, the University retains the right to terminate the contract without cause and reject the additive alternate regarding the Phase 2 scope of work.

Phase 1 and 2 will include high level assessment of program requirements, facility needs and costs. They will not include detailed facilities assessments nor will they require detailed engineering studies typically prepared by HVAC, civil, or electrical engineers. The Utilities Master Plan provides substantial information regarding infrastructure requirements required to accommodate future growth.

No budget has been established for Phase 1 and 2. Proposals should include a detailed work plan and budget that describes the approach to the project and the names and qualifications of each team member. The preliminary schedule for Phase 1 and 2 projects that it could take approximately 10-12 months to complete this work products and deliverables described below.

Prior to contract award, requests for additional information shall be limited to questions or clarifications regarding the scope of work, deliverables and requirements associated with completing Phase 1 and 2. Electronic copies of the 2010 Long Range Development Plan, the 2010 Physical Design Framework, the 2011-2016 Strategic Plan are available on-line at [http://www.ucdmc.ucdavis.edu/](http://www.ucdmc.ucdavis.edu/) (use the search feature on the web site to locate specific documents). The Utility Master Plan is available upon request. Upon contract execution, the University will provide access to detailed information regarding its facilities, utilization, previous planning studies and other information that may be required to complete the scope of work and deliverables outlined below.

**Phase 1 Deliverables**

The consultant team shall provide the following deliverables in conjunction with Phase 1:

1. Provide market assessment that includes:
   - Inpatient market share and outmigration study by product line and geographic region
   - Current and projected population growth by age group for the UCDHS primary, secondary and tertiary service area (2015, 2025 and 2030)
   - An analysis of the relative strengths and weaknesses of UCDHS and its major competitors (Kaiser, Dignity Health, Sutter Health, UCSF and Stanford)
   - An analysis of how changes in healthcare policy, reimbursement, technology and new approaches to diagnosis, treatment and prevention will influence the future demand for care and how, when and where healthcare services are delivered - this should include a high level assessment of anticipated changes in inpatient admission rates, ALOS, inpatient and outpatient surgery, clinic visits, emergency room visits and home health visits
   - An assessment of the program growth opportunities for UCDHS that align with its existing clinical and research strengths, marketplace dynamics and the organization’s fiscal objectives

2. Develop inpatient and outpatient volume projections for 2030 that take into consideration the market assessment described above and discussions with UCDHS leaders, faculty and staff

3. Provide an overview innovative inpatient and outpatient space planning and design concepts that should be considered in conjunction with the 2025 Clinical Services Master Plan and facility goals

4. Document major inpatient and outpatient facility deficiencies that adversely affect operations and patient satisfaction (hospital, PCN and Specialty Clinics)
5. Estimate 2030 facility resource requirements (inpatient bed need forecast by program and license category, inpatient and outpatient ORs, outpatient exam rooms) taking into consideration the above and information regarding best practices and utilization benchmarks
6. Analyze alternative strategies to address future inpatient and outpatient service needs and facility services goals
7. Analyze current outpatient referral dynamics and service utilization trends and model the implications of alternative growth and development strategies on inpatient services provided by UCDHS.
8. Provide preliminary recommendations regarding the size, scope and location of programs and services provided at on-site and off-site outpatient satellites
9. Assess opportunities to consolidate / expand selected services in conjunction with other healthcare provider organizations
10. Develop conceptual space program and cost model for inpatient services replacement / expansion
11. Provide recommendations for how new and developing technologies influence building design / IT infrastructure
12. Identification of major infrastructure improvements that will have to accompany expanded healthcare facilities on the UC Davis Sacramento Campus (based on information and data included in the Utility Master Plan)
13. Stacking and massing diagrams regarding viable on-site inpatient and outpatient facility alternatives

When preparing the above deliverables, the consultant team will work closely with UCDHS leaders and other key stakeholders. The 2025 Master Plan Executive Committee will provide broad oversight and direction to the Task Force and its workgroups (see Exhibit 1). This group includes the UC Davis Medical Center’s Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Medical Officer and Chief Patient Care Services Officer.

The consultant team will work directly with the 2025 Clinical Services Master Plan Task Force and associated work groups to prepare findings and recommendations for the Executive Committee’s consideration. In addition to meetings with the Medical Center’s 2025 Master Plan Executive Committee and Task Force, it is anticipated that selected faculty and staff will be asked to participate in the planning process via focus groups, one-on-one meetings and the UCDHS intranet. Work groups will be established as necessary to compile information required to inform decisions by the Task Force. For estimating purposes, consultant teams should assume that the engagement will require multiple meetings with the Task Force as well as several focus group sessions conducted throughout the course of the planning effort.

During the course of the work, the consultant team may need to coordinate with key UCDHS staff and other consultants engaged in planning activities associated with the UC Davis Medical Group Practice Management Group, the School of Medicine, the School of Nursing and the UC Davis campus as a whole.
Phase 2 - Analyze Alternatives & Complete Business Case Analysis

Phase 2 of the 2025 Master Plan effort will produce a business case analysis (BCA) that evaluates the cost and feasibility of alternative program, design and delivery strategies. This work product would refine preliminary planning studies completed in conjunction with Phase 1. Phase 2 will provide decision makers with a thorough assessment of project alternatives and also provide cost and volume projections that are essential to preliminary financial feasibility studies. The BCA provides leaders with all of the tools needed to make thoughtful, well-informed decisions about the project scope and delivery strategy.

Phase 2 Deliverables

The consultant team shall provide the following deliverables in conjunction with Phase 2:

**Inpatient Replacement and Expansion Strategy:**

1. A refined space program for each inpatient facility alternative being considered
2. A conceptual cost model for each alternative under considered
3. A preliminary assessment of the capital and operating costs associated with each inpatient alternative under consideration
4. An analysis of site options and building massing for each alternative under consideration
5. An analysis of alternative project delivery strategies
6. Recommendations on preferred scenario and delivery strategy
7. Draft Business Case Analysis consistent with the format provided by the University – this would include a summary of the cost and feasibility of alternatives considered.

**Outpatient Services Strategy**

1. A refined space program for each outpatient facility alternative under consideration
2. A conceptual cost model for each alternative under consideration
3. Recommendations regarding the size, scope and location of off-site outpatient facilities
4. Recommendations on the reconfiguration of existing outpatient facilities
5. Preliminary estimates of UCDHS costs and infrastructure required to support on-site outpatient expansion
6. Recommendations regarding long-term strategy regarding the existing leased facilities

**Planning Principles**

The 2025 Master Plan will align decisions and facilities resources with the following general principles:
1. Support patient and family centered care that is focused on the patient experience, cost, quality, safety and outcomes
2. Integrate demonstrated evidence-based best practices and promote innovative team-based care delivery.
3. Separate high-risk outpatients and inpatients when feasible, cost effective and medically appropriate.
4. Help ensure the efficient use of our most important resource, the faculty and staff of the organization
5. Locate office and patient care support functions in non-hospital space when feasible and appropriate
6. Allocate hospital space to foster patient safety, financial sustainability and patient / visitor satisfaction
7. Link design decisions to volume projections and benchmarks that are endorsed by the Health System’s leadership.
8. Reuse existing space when feasible and financially prudent.
9. Evaluate total life-cycle costs and opportunity costs when making decisions.
10. Provide flexible solutions that can be adapted over time in response to growth, program changes and/or advances in healthcare.
11. Support teaching and research initiatives that foster continuous learning, discovery and improved patient outcomes.
12. Fully engage the patient care team leaders and other stake-holders in the planning process
13. Integrate Health Sciences Advancement early in the planning process to help identify and support potential fund raising opportunities
14. Make program and design decisions on a timely basis
15. Make choices that closely align with University’s commitment to sustainable architecture and efficient use of resources.

The successful consultant shall:

- 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 the Phase 1 Agreement with an Independent Consultant for professional consulting services for a period of up to 12 months, 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 in December of 2015 and continue through October 30, 2016.

III. SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tr>
<td>Release of Request for Proposal</td>
<td>August 31, 2015</td>
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<tr>
<td>Deadline for Submission of Written Questions or Request for Clarification</td>
<td>September 14, 2015</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>September 30, 2015</td>
</tr>
<tr>
<td>Finalists selected</td>
<td>October 16, 2015</td>
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<tr>
<td>Oral Presentations, if deemed necessary</td>
<td>November 9 – 13, 2015</td>
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<tr>
<td>Contract award</td>
<td>November 25, 2015</td>
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IV. QUESTION AND ANSWER PERIOD

Questions or requests for clarification must be submitted to UCDMC, William Corbett, via email no later than September 14, 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 September 14, 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. Several members of the 2025 Master Plan Task Force will evaluate RFP responses. 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.

VII. REQUIRED SUBMITTALS

Copies of Proposals

Bidder is required to submit one (1) signed original, five (5) hard copies. Responses must be received by September 30, 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 15-81715-BC) located on the cover page.

Submit responses to:
(In person or by courier/mail)
RFP # 15-81715-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
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. Demonstrate that your team has experience working with other UC medical centers or other academic health centers in the United States.  
   c. Describe your team’s experience with building provider networks?  
   d. Demonstrate that your proposed team includes individuals with substantial experience in strategic planning and facility programming and design regarding inpatient and outpatient facilities.  
   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. 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. 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 complete the deliverables for Phase 1 and 2 described earlier in the RFP. Demonstrate your firm’s ability to be innovative and creative in accomplishing the goals.
   b. How your firm will interact with UCDHS staff and faculty.
   c. Description of resources UCDHS is required to provide.

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.
Exhibit 1

2025 Clinical Services Master Plan Task Force

TASK FORCE EXECUTIVE COMMITTEE:

Vincent Johnson, Chief Operating Officer, UC Davis Medical Center (CHAIR)

J. Douglas Kirk, Chief Medical Officer, UC Davis Medical Center

Timothy Maurice, M.B.A., Chief Financial Officer, UC Davis Health System

Carol Robinson, Chief Patient Care Services Officer, Hospital & Clinics, Patient Care Services

David Wisner, M.D., Professor and Vice-Chair, Department Of Surgery, Associate Director, Practice Management Board (CO-CHAIR)

Joel Swift, Interim Executive Director, Facilities Planning and Development, UC Davis Health System

OTHER TASK FORCE MEMBERS:

Joseph Antognini, M.D., Director, Perioperative Services

Ralph W. deVere White, M.D.
Associate Dean for Cancer Programs
Director, UC Davis Comprehensive Cancer Center, Codman-Radke Chair in Cancer Research, Distinguished Professor in Urology

Mike Condrin, Director Clinical Operations
UC Davis Medical Center

Diana Farmer, M.D., Pearl Stamps Stewart Professor and Chair, Chair, Department Of Surgery, UC Davis School of Medicine, Surgeon-In-Chief, UC Davis Children's Hospital

Jim Goodnight, M.D., Ph.D., Executive Director, UC Davis Medical Group and Associate Dean, Clinical Affairs, School Of Medicine

Fred Gorin, M.D., Ph.D., Professor and Chair, Department Of Neurology

Reggie Low, M.D., Chief of Cardiovascular Medicine, Director of the Heart Center, Professor

Fredrick Meyers, M.D., M.A.C.P., Vice Dean, School of Medicine, Professor of Internal Medicine

Michael Minear, Chief Information Officer, UC Davis Health System

Susan Murin, M.D., M.Sc, Professor of Clinical Internal Medicine, Chief, Division of Pulmonary and Critical Care Medicine, Vice-Chair for Clinical Affairs Department Of Internal Medicine

Kurt Slapnik, M.D., Medical Director, UC Davis Primary Care Network,

Noel Sousa, Director of Finance, UC Davis Health System

Task Force Staff Support Team

Kimberlie Brooks | Manager
Budget Services / Capital Finance

Keith Kanda
Planner, Facilities Planning Kim Turner
Manager, Facilities Planning
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-assentable. UCDMC retains sole rights and authority for determining reasonableness of costs and pricing under this RFP.
Agreement No.

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.

Check if Professional Liability is needed

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.).

**Applicable if Independent Contractor has access to PHI**

**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**

By______________________________________
Name ________________________________
Title ________________________________
Date______________________________

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By______________________________________
Name Annie Wong, Director
Title Health System Contracts
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.