



Purchasing Department
2323 North Broadway
Suite 109
Santa Ana CA 92706
714.480.7370

Request for Proposal (RFP) #1271

Student Health Services - Electronic Medical Record Software and Hosting Service

For

**Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706**

RFP Due:

2:00pm PDT, September 24, 2015

LATE PROPOSALS SHALL NOT BE CONSIDERED

Submit RFP To:

RSCCD Purchasing Department
2323 N. Broadway - Suite 109
Santa Ana, CA 92706

Attention: Tracey Conner-Crabbe
Director of Purchasing Services
Do not fax or email RFP responses

**Refer Questions or
Clarifications to:**

Tracey Conner-Crabbe
RSCCD Purchasing Department
Phone: (714) 480-7371
Email: conner_tracey@rsccd.edu

**Last Day for
Questions or
Clarifications**

5:00pm PDT, September 11, 2015

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NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)

The Board of Trustees of the Rancho Santiago Community College District is advertising for Request for Proposals to be received up to September 24, 2015 at 2:00pm in the Rancho Santiago Community College District, Purchasing Department, 2323 N Broadway – Suite 109, Santa Ana, CA 92706.

RFP #1271 - Student Health Services - Electronic Medical Record Software and Hosting Service

RFP documents are available at www.rscsd.edu/bidopportunities. Bidders are responsible to regularly check the District's website for addendums. For further information contact Tracey Conner-Crabbe at (714) 480-7371 or conner_tracey@rscsd.edu.

By: Tracey Conner-Crabbe
Tracey Conner-Crabbe
Director of Purchasing Services

Advertised: Orange County Register

September 1 & 8, 2015

SECTION I

BACKGROUND INFORMATION

- 1.0 Rancho Santiago Community College District resides in the heart of Orange County, home of one of the state's oldest community colleges, Santa Ana College (SAC), and also one of its newest, Santiago Canyon College (SCC). Centered in a growing and dynamic area, the District serves a population of more than 700,000 residents in the communities of Anaheim Hills, Orange, Santa Ana, Villa Park and portions of Anaheim, Costa Mesa, Irvine, Fountain Valley, Garden Grove and Tustin.
- 2.0 Encompassing 24 percent of Orange County's total area (193 square miles), the District maintains eight facilities. In addition to Santa Ana College and Santiago Canyon College, these include the Centennial and Orange Continuing Education Centers, the Digital Media Center, the Orange County Regional Fire Training Center, the Orange County Sheriff's Regional Training Academy and the District Operations Center.
- 3.0 Student Health and Wellness Services reside on each of the district's two college campuses. The Health Services are independent of one another, utilizing separate databases, and all data will be totally segregated. Santiago Canyon College and Santa Ana College provide a basic level of medical and short term mental health services to all credit enrolled students who have paid the mandated health fee. The Rancho Santiago Community College District currently has approximately 37,860 credit students per semester.

Between the two college campuses, Student Health Services treats over 11 thousand students each year (SCC 4000, SAC 7000). Both campus are currently utilizing two independent MedPro patient tracking software and Santa Ana College uses Titanium for Mental Health services. We will continue to use a stand alone program for each site. Current database size for SAC is 398mb and 346mb for SCC. The database is in Sybase SQL Anywhere v.8.0.3.5002.

The electronic medical record (EMR) will support students in the following ways; time savings for scheduling new patient and rescheduling existing patients, multiple providers will be able to access the patient chart simultaneously, enhanced capability to track demographics and data related to patient volume and characteristics, reduction in patient information redundancy, decreased space for storage of paper medical records. Electronic Patient charts are readily accessible as such will never be lost. Facilitation of tracking patient visits, aftercare compliance and requisite diagnostic follow up.

SECTION II

DEFINITION OF TERMS

- 1.0 The designation and reference of **District or RSCCD** refers to Rancho Santiago Community College District, a political subdivision of the State of California.
 - 1.1 **Bidder** refers to companies which choose to submit proposals for College Based Student Health Services Electronic Medical Record Software and Hosting.
 - 1.2 **Bidder, Contractor and Vendor** are used interchangeably within this document.

- 1.3 **Bid, Proposal and RFP** shall be used interchangeably within this document.
- 1.4 **Contract and Agreement** shall be used interchangeably within this document.
- 1.5 **EMR - Electronic Medical Record**
- 1.6 **UPS – Uninterrupted Power source**
- 1.7 **Ellucian-Colleague – Ellucian** is the name of the software company and **Colleague** as the name of the software.
- 1.8 **Hosted Software** in this document refers to contracted support and maintenance of Electronic Medical Records (EMR), all servers with Protected Health Information (PHI) and data to be stored on servers maintained and managed and protected by the vendor.
- 1.9 **HIPAA - Health Insurance Portability and Accountability Act** is a Federal Law. The HIPAA Privacy Rule provides federal protections for individually identifiable health information held by covered entities such as a Student Health Service and their business associates and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of health information needed for patient care and other important purposes. HIPAA Security Rule specifies a series of administrative, physical, and technical safeguards for covered entities and their business associates to use to assure the confidentiality, integrity, and availability of electronic protected health information.

SECTION III

SCOPE OF SERVICE

- 1.0 Rancho Santiago Community College District (hereinafter, “District”) is seeking proposals from qualified Bidders who offer a turnkey remotely *hosted*, Electronic Medical Record (EMR) for College based Student Health and Wellness Services at Santiago Canyon College (SCC) and Santa Ana College (SAC). Bidders EMR System shall meet the following:
 - 1.1 Optimize patient flow and professional customer service levels while ensuring a secure EMR product for confidential student/client medical and mental health care.
 - 1.2 Each campus would require their own ‘College Branding’ (school colors/logo etc) for each chart page.
 - 1.3 Improve operational efficiency by migrating existing MedPro our current Medical Office Management Program and all records from inception into a full service paperless EMR.
 - 1.4 Offer fully hosted software services including but not limited to; program training, remote and as appropriate onsite support for uninterrupted student health service during program hours of operation. Specify the timeframe for hosted service response and what your EMR operational turnaround time will be at a minimum.

- 1.5 Offer students flexibility through online alternatives in scheduling appointments for nursing evaluation, medical assessment and management, mental health services and lab appointments.
- 1.6 Ability to provide secure online portal for students to obtain follow-up appointments, messages from providers and lab results.
- 1.7 Ability to scan both the student ID barcode in addition to a credit card reader with potential of reading EMV microchips. PCI 4.x compliance required.
- 1.8 Ability to use electronic signature pads.
- 1.9 Ability to provide EMR interface and data migration for existing *Ellucian-Colleague* Student and Employee Information System.
- 1.10 Mental Health Counseling shall include DSM 5 codes.
- 1.11 Ability to provide quote for a “Third Party” billing interface for California’s Family PACT Program.
- 1.12 Ability to provide interface for Pharmedix or other pharmacy product vendor for ordering and inventory control.
- 1.13 Ability to provide EMR templates and support for customization as required, medical and mental health chart documents, assist and support SCC and SAC design of Student Health Services patient forms customization.
- 1.14 Ability to provide templates and the opportunity to modify as required, for patient education and written information specific to patient’s discharge diagnosis.
- 1.15 To ensure program compliance with the Federal HIPAA laws and privacy encryption for highest level of protection for patient’s protected health information (PHI).
- 1.16 To ensure a “Failsafe Mechanism” is in place for loss recovery of patient information and data recovery; suggest battery back-up uninterrupted power source (UPS) of patient chart to ensure data is captured prior to any unanticipated loss of power.
- 1.17 Ability to provide a project plan which guarantees all Patient and Client Private Medical Information shall remain the property of Santiago Canyon College and Santa Ana College. If for any reason the EMR contract is severed, Bidder will state and describe local mechanism for transfer of all stored and active PMI to colleges in a useable format.
- 1.18 Ability to deliver a project plan with specific training time frame, which fully supports training for all Student Health Services users and if any training of onsite administrative “Super-user”, in addition to software project implementation and start-up verification of fully functional EMR operations.

SECTION IV

REQUIREMENTS

- 1.0 This section provides specification for services outlined in this RFP, as well as requested information from the Bidder that is **REQUIRED INFORMATION** and must be included with the Bidder's RFP response.
- 2.0 **Company Background & Experience**
 - 2.1 Indicate how long the Bidder has been performing the services required by this RFP and include the number of years in business. How many campuses do you currently support for the proposed services including:
 - How many are in California?
 - How many are California Community Colleges/Districts?
 - 2.2 Provide a narrative description of the company leadership. List members, and include brief bios for each.
 - 2.3 Briefly describe your company's culture.
 - 2.4 Include clients, preferably California Community Colleges, which the District may contact for reference purposes. Provide the client entity name, years serviced, primary contact name and title, phone number, email and mailing address. Bidder is required to submit a copy of its annual Department of Education compliance exam.
 - 2.5 Please identify key elements which differentiate your company and product from other potential companies submitting qualifications.
 - 2.6 Bidder must demonstrate at least 2 years' experience in the design, development, implementation and ongoing support of commerce solutions specifically for the higher education marketplace in order to be considered.
 - 2.7 A description of the organization, including any subsidiaries, with an organization chart, which identifies key positions, duties and present personnel in place.
 - 2.8 The District prefers not to deal with multiple Bidders during either the deployment or operation of the system. We understand some companies rely on business partners to implement their systems. If applicable, please submit your partner(s) complete contact information as well as a description of their services.
 - 2.9 Has the Bidder implemented their EMR system with Ellucian-Colleague and if so where?
 - 2.10 Bidder must identify a local mechanism to transfer all PMI in a transferable format to the district colleges if the EMR business contract is severed for any reason. All Patient and Client Protected Medical Information shall remain the property of Santiago Canyon College and Santa Ana College.
 - 2.11 List and describe any claims or lawsuits that have been made against or settled by your business organization in this particular area of contracted service in the last five years for:
 - Non-performance

- Deceptive marketing

Please do not curb the response by saying currently we have no claims or lawsuits as upon discovery it will immediately disqualify you for any future considerations.

3.0 **Implementation**

- 3.1 Please submit a detailed timeline for implementation of your services. Bidder must provide a project plan illustrating major milestones and deliverables.
- 3.2 Describe the nature of the support team that will assist the District in implementing the program.
- 3.3 What role(s) would you expect the District to play regarding your EMR installation?
- 3.4 Describe the project management to be provided by the Bidder and quantify how staff and time are to be allocated to the project. (Include roles of Bidder staff and experience level for each.)

4.0 **Technology & Support**

- 4.1 The District requires Bidder to detail all hosted functions with specific time frame for EMR support as well as keeping the Health Service Personnel informed of repair, estimated down time, and full function estimations concurrently.
- 4.2 The District requires that all sensitive PHI data be transmitted securely. Please describe how this requirement will be met.
- 4.3 The District requires the ability for convenient online management of permissions to Bidder's administrative support website. Please indicate how permissions are managed. Bidders are required to submit a business continuity plan that would address contingencies for providing services in the event of a natural disaster or other occurrence.
- 4.4 What measures does the Bidder have in place to protect program data? Please describe your information security policies and infrastructure. Including password complexity and re-use rules?
- 4.5 Describe how the Bidder will ensure compliance associated with the protection of personal information.
- 4.6 The security of our student data is important. Therefore, please provide a list of every material data security breach or violation within the past two years, including a description of the data breached and the number of customers or accounts affected.
- 4.7 Describe how system upgrades are handled.
- 4.8 How long will District information be retained by the Bidder and how will this PHI data be transferred and disposed of once the retention period or service contract ends?
- 4.9 What type of data backup and recovery "Fail-safe" mechanisms are in place?
- 4.10 Can you deactivate records and ultimately purge records from the database? How is this done?

- 4.11 Does your system allow for cross reference for legacy records from MedPro or Titanium?
- 4.12 What capabilities will your software provide for drag and drop of legacy data; i.e. pharmacy, referrals and/or lab results.
- 4.13 Can you merge duplicate patients?
- 4.14 Do you have protection for creation for duplication of names with same birthdate & gender or alias?
- 4.15 Does your software provide population/editing tools?
- 4.16 Does your software allow to drag & drop, copy or mark for no show appointments?
- 4.17 Can you see the full modification of an appointment for any patient?
- 4.18 How does your software create a waiting list?
- 4.19 Does your software allow users to copy & paste schedules? Can you edit multiple provider appointments simultaneously?
- 4.20 Does your software support automated email/text appointment reminders?
- 4.21 Does your software allow for the provider to toggle back and forth from the appointment schedule to the clinical note?
- 4.22 Does your software allow for the provider to text students directly from the EMR? i.e test results.
- 4.23 Does your software allow for providers to print physicians order locally? i.e. Quest labs to be drawn at an outside facility.
- 4.24 Would this quote include specific number of changes/customization of chart forms? i.e. conversion of ICD 9 to ICD 10 if not included what are the terms for customization?
- 4.25 Bidder to make recommendation for optional hardware to support the EMR software.
- 4.26 In reference to Section III, Scope of Service, Item #1.13, how many (quantity) customization documents (EMR, Chart forms, Custom forms) are being offered and is there a limited number of form customizations, if so, what is the limit (number)?

SECTION V

RFP RESPONSE CONTENT & FORMAT

- 1.0 All materials submitted in response to the RFP shall be on 8-1/2"x11" paper, preferably in portrait orientation. A brief letter of introduction on Bidder's letterhead expressing interest in providing professional services, Bidder's principal contacts in connection with this RFP including telephone, fax numbers and email address.
- 2.0 All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP response which correspond to the information requested in this RFP under the heading *Requirements*.
- 3.0 Bidders are not prohibited, but are discouraged, from submitting additional materials, not required in the RFP Contents/Format. However, if a Bidder elects to submit additional

materials, this documentation should be separately bound from the information requested and labeled, "Additional Information".

SECTION VI

INFORMATION FOR BIDDERS

1.0 Preparation of RFP

1.1 Proposals shall be submitted as described in the RFP and completed in full. All proposal items and statements shall be properly and legibly filled out. The signature(s) of all person(s) shall be in longhand and in ink.

1.2 Bidders shall use the RFP Price Form provided in this RFP (refer to Section VIII).

2.0 Signature

2.1 Any signature required on RFP Documents must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. All proposals submitted must be signed by a person or persons duly authorized to sign on behalf of the Bidder's company.

3.0 Erasures, Inconsistent or Illegible Proposals

3.1 The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the Proposal in the margin immediately adjacent to the correction. In the event that District determines that any Proposal is unintelligible, illegible or ambiguous, District may reject such Proposal as being nonresponsive.

4.0 Examination of RFP Documents

4.1 Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

5.0 Withdrawal of RFPs

5.1 Any Proposal may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of Proposals. No Bidder may withdraw any Proposal for a period of ninety (90) days after the date set for the opening of Proposals.

6.0 Interpretation of RFP Documents

6.1 Any interpretation or correction of the RFP Documents will be made solely at District's discretion and only by written addendum duly issued by District, and a

copy of such addendum will be hand delivered or mailed or faxed or electronically submitted to each Bidder known to have received a set of the RFP Documents.

6.2 No person is authorized to make any oral interpretation of any provision in the RFP Documents, nor shall any oral interpretation of RFP Documents be binding on District. If there are discrepancies of any kind in the RFP Documents, the interpretation of District shall prevail.

6.3 Submittal of a Proposal without a request for clarifications shall be incontrovertible evidence that the Bidder has determined that the RFP documents are acceptable and sufficient for bidding and performing the service; that Bidder is capable of reading, following and performing the service in accordance with the RFP documents; and that Bidder agrees that the project can and will be performed according to RFP.

7.0 **Award of Contract**

7.1 District reserves the right to reject any or all Proposals to accept or reject any one or more items of the Proposal, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any Proposals or in the RFP process. The award of the contract, if made by District, will be by action of the Governing Board and awarded to the one responsible Bidder which is judged to offer the most advantages to the District. In the event an award of the contract is made to a Bidder and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, District may award the contract to the second preferred Bidder or reject all Proposals.

8.0 **Failure to Provide Requested Information**

8.1 Failure of a Bidder to provide any required documentation or information requested in this RFP package may result in the rejection of their proposal.

9.0 **Anti-Discrimination**

9.1 In connection with all work and services performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractors employed on the Project by such Bidder.

10.0 **Hold Harmless and Indemnification**

10.1 The successful Bidder awarded the contract agrees to defend, indemnify, and hold

harmless District, its officers, agents, employees, and volunteers from all loss, cost, and expense (including but not limited to attorney fees and court costs) arising out of any liability of claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Company, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Company shall pay for any and all damage to the property of District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for property placed on the premises. The Company further agrees to waive all rights of subrogation against District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of District or any of its agents or employees.

11.0 Non-Collusion Declaration

11.1 In accordance with the provisions of Section 7106 of the Public Contract Code, each Proposal must be accompanied by a Non-Collusion Declaration. This form is included with the RFP package as Exhibit “A”.

12.0 Debarment

12.1 Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that District will be notified of any change in this status.

SECTION VII

GENERAL CONDITIONS

1.0 Timelines

1.1 Below is a timeline chart showing key dates and information. However, the District reserves the right to deviate from schedule.

Event	Date and Time
RFP Notice	September 1 & 8, 2015
Last Day to Submit Questions	September 11, 2015 at 5:00pm PDT
RFPs Due	September 24, 2015 at 2:00pm PDT
RFP Evaluation Period	September 25 through October 9, 2015
Board Approval	October 26, 2015
Award Letter	October 27, 2015
Commencement of Services	To Be Determined

2.0 **Term of Agreement**

- 2.1 The term of this Agreement shall be for five (5) years, beginning upon the completion of a fully executed Agreement. Actual dates will be determined after District and the Bidder have reached agreement in writing. There shall be no cost escalation during the entire term of the agreement.

3.0 **Communication and Clarification**

- 3.1 Questions both technical and general regarding the RFP, or the intent thereof, or any discrepancies, omissions or inconsistencies in the RFP documents shall be submitted in writing via fax, email, US mail, or private courier service by **Friday, September 11, 2015 at 5:00pm PDT.**

Tracey Conner-Crabbe, Director of Purchasing Services
Rancho Santiago Community College District
2323 N. Broadway - Suite 109, Santa Ana, CA 92706
Fax: (714) 796-3907
Email: conner_tracey@rsccd.edu
All inquiries after that time will not be considered.

- 3.2 Bidders are advised that District reserves the right to amend this RFP at any time. Addendum providing clarifications or corrections will be done formally by providing written addendum and issued electronically to each Bidder.
- 3.3 Bidders are to acknowledge receipt of any and all RFP addendum. This shall be done by signing the actual addendum form and returning the form with the Bidder's proposal. Failure to acknowledge in writing the receipt of any amendments may result in RFP rejection.
- 3.4 During this RFP period, Bidders are strictly prohibited from contacting District representatives, employees or members of the Governing Board regarding this project other than those listed in this RFP.

4.0 **Submission of Proposals**

- 4.1 Bidders who are interested in securing a copy of the RFP for the purpose of preparing and submitting a Proposal for this project may do so by going to the District's website at www.rsccd.edu/bidopportunities. All addendums will be available on this website and Bidders are responsible to regularly check the website for addendums.
- 4.2 The RFP must conform and be responsive to all RFP documents. Bidder shall provide one original and four (4) copies of their proposal along with a complete electronic copy on a compact disk (CD) in a PDF format and submitted in a sealed envelope and/or package and delivered no later than **Thursday, September 24, 2015 at 2:00pm PDT to 2323 N. Broadway - Suite 109, Santa Ana, CA 92706.**
- 4.3 All proposals must be clearly marked on the outside of the envelope with the Bidder's company name, address, RFP number and name of project, "Student

Health Services - Electronic Medical Record Software and Hosting Service”. It is the Bidder’s responsibility to ensure that their proposal is received at the location and date and time stated above. Any proposal received after the date and time will be considered non-responsive and returned unopened to Bidder. **Do not fax or email RFP responses.** District is not responsible for late or misdirected RFPs.

4.4 Proposals shall not be read publicly but will be available for viewing after the award.

5.0 **Evaluation/Selection /Award of Contract Process**

5.1 The selection committee reserves the right to establish the method of evaluating the contents of the proposals; obtain clarification of a point in a Bidder’s submittal or to obtain additional information deemed necessary to complete the evaluation of the proposals; cancel this solicitation at any time without any obligation for service provided. The Bidder’s inability to respond to this request may be cause of disqualification of their proposal.

5.2 The selection committee shall evaluate all submittals based upon the organization, clarity, completeness and responsiveness as requested in the RFP.

5.3 The selection committee will select the shortlist of “Bidders” that may be invited for phone conference interviews. The interviews may be up to one hour in length; the “Bidder” will have 30 minutes for a presentation followed by a 30-minute session of questions and answers from the Committee.

5.4 After all interviews have been conducted; the selection committee will make a recommendation to the District’s Governing Board for an award of contract.

5.5 This Request for Proposal does not commit the District to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response.

5.6 The District retains the right to negotiate the proposed price schedule prior to recommending any Bidders to the District’s Governing Board for a contract award.

6.0 **Non-Liability of District**

6.1 The District shall not be liable to the Bidder for personal injury or property damage sustained in the performance of these services, however caused.

7.0 **Assignment of Contract**

7.1 The contract entered into for the performance of these specification may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the other, nor shall the Bidder assign any money due or to become due without the prior written consent of the District.

8.0 **Termination**

8.1 This agreement may be canceled by either party with or without cause, without penalty, at any time by providing a written notice of termination at least thirty (30) calendar days in advance.

9.0 **Sample Contract Documents**

- 9.1 Bidder shall submit their **sample** contract documents including proposed terms and conditions with their response to this RFP. All submissions will be subject to the District's approval and may be negotiated before acceptance.
- 9.2 The requirements, instructions, terms and conditions described in this RFP, in addition to the accepted components of the selected Bidder's offer, shall constitute the basis of an agreement between the parties. A written contract will confirm this agreement.

10.0 **Public Records Act**

- 10.1 Responses to the RFP shall become the exclusive property of the District. At the time Bidder is selected and the decision is made public, all documents shall be considered public records.
- 10.2 Exceptions to this policy will be those elements in each proposal that are defined by the Bidder's firm as business or trade secrets and marked "PROPRIETARY", "TRADE SECRET" or "CONFIDENTIAL". The District shall not be held responsible for the disclosure of any business or trade secrets that are not clearly identified.

11.0 **Insurance Requirements**

- 11.1 It is required that every Bidder and contractor working for the Rancho Santiago Community College District meet the following insurance requirements. The Bidder and contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the Bidder and contractor.
- 11.2 The Rancho Santiago Community College District shall be named as an *additional insured* on the Commercial General Liability and Comprehensive Automobile Liability policies, documented by a written endorsement, and the policy must carry a 30-day cancellation clause.
- 11.3 Prior to commencing work, and continuing during the life of the project, Bidder and contractor shall take out, and require all subcontractors, if any, to take out and maintain:
- 11.3.1 **Commercial General Liability**
Each vendor and contractor shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The insurance shall be primary and non-contributory.
- 11.3.2 **Workers' Compensation and Employers Liability**
Each vendor and contractor shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The

Employers Liability limits shall be at least \$1,000,000 each item. The vendor/contractor shall provide a waiver of subrogation.

11.3.3 Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII and be admitted in California. This can be amended by separate agreement by the District.

12.0 **Business Enterprises**

- 12.1 This form is included in the RFP as Exhibit "B" and submitted (if applicable) with Bidder's response.

SECTION VIII

RFP PRICE FORM

- 1.0 This portion of the RFP will be used to identify the detail of the Bidder's proposal, as well as associated costs per unit including any and all taxes if applicable. If there are items Bidder would include or exclude from this RFP Price Form, clearly identify and provide a rationale for the additions, deletions or modifications in the space provided.
- 2.0 Bidder to provide fixed pricing for a five (5) year term with no cost escalation. There are two separate RFP Price Form for each college. Bidder shall provide pricing & quantity for each college independently due to variations in both student volume and Student Health Service personnel on the RFP Price Form.
- 3.0 Proposals shall be submitted on the prescribed RFP Price Form, completed in full, legibly filled out and signed on the last page (page #18) by a person or persons only authorized to sign on behalf of the Bidder's company and shall be in long hand and in ink.

**Section VIII
RFP Price Form
Santiago Canyon College (SCC)**

Santiago Canyon College (SCC)				Annual Cost: 5-Year Term							Taxable
Category / Description				Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost	Yes/No
#	QTY	U/M	Programming Interface								
1			Student Interface with Colleague Registration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2			Employee Interface Registration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3			Accounts Receivable Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4			Maxient Incident Reporting Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5			Bursar Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6			Student Health 101 Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7			Quest Diagnostics Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8			Pharmedix Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9			If applicable, bidder to list additional Programming Interfaces not listed above:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
#	QTY	U/M	Initial Migration	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost	Yes/No
13			MedPro Migration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14			Quantify specific Form Adoption is included in the EMR purchase price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15			Custom Data Report Migration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16			If applicable, bidder to list additional Data Migration not listed above:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
#	QTY	U/M	Software Updates	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost	Yes/No
20			Frequency/Methodology of Patches/Software Updates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21			If applicable, bidder to list additional Software Updates not listed above:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
24				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
#	QTY	U/M	EMR Practice Management Licenses	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost	Yes/No
25			Remote Server License	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
26			Medical Workstations (7) SCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27			Mental Health Counseling Work Stations (2) SCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

**Section VIII
RFP Price Form
Santiago Canyon College (SCC)**

Santiago Canyon College (SCC)

Category / Description				Annual Cost: 5-Year Term							Taxable			
28			Medication Dispensary module	\$	-	\$	-	\$	-	\$	-	\$	-	
29			Medication Inventory Module	\$	-	\$	-	\$	-	\$	-	\$	-	
30			If applicable, bidder to list additional EMR Practice Management Licenses not listed above:	\$	-	\$	-	\$	-	\$	-	\$	-	
31				\$	-	\$	-	\$	-	\$	-	\$	-	
32				\$	-	\$	-	\$	-	\$	-	\$	-	
33				\$	-	\$	-	\$	-	\$	-	\$	-	
#	QTY	U/M	Client Training	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost	Yes/No			
34			Onsite and or Web-based Training for Clinical & Front Office Support Staff for specific time before "Go live"	\$	-	\$	-	\$	-	\$	-	\$	-	
35			Additional Client Training not listed above:	\$	-	\$	-	\$	-	\$	-	\$	-	
36				\$	-	\$	-	\$	-	\$	-	\$	-	
37				\$	-	\$	-	\$	-	\$	-	\$	-	
38				\$	-	\$	-	\$	-	\$	-	\$	-	

Sub-Total Costs (SCC)	\$	-
CA Sales Tax (8%)		
Shipping/Delivery (If any)		
Total (SCC)	\$	-

**Section VIII
RFP Price Form
Santa Ana College (SAC)**

Santa Ana College (SAC)			Annual Cost: 5-Year Term								Taxable
Category / Description			Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost	Yes/No	
#	QTY	U/M	Programming Interface								
1			Student Interface with Colleague Registration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2			Employee Interface Registration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3			Accounts Receivable Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4			Maxient Incident Reporting Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5			Bursar Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6			Student Health 101 Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7			Quest Diagnostics Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8			Pharmedix Interface	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9			If applicable, bidder to list additional Programming Interfaces not listed above:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
#	QTY	U/M	Initial Migration								
13			MedPro Migration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
14			Quantify specific Form Adoption is included in the EMR purchase price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
15			Titanium Migration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
16			Custom Data Report Migration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
17			If applicable, bidder to list additional Data Migration not listed above:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
18				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
19				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
20				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
#	QTY	U/M	Software Updates								
21			Frequency/Methodology of Patches/Software Updates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
22			If applicable, bidder to list additional Software Updates not listed above:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
23				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
24				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
25				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
#	QTY	U/M	EMR Practice Management Licenses								
26			Remote Server License	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
27			Medical Workstations (10) SAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
28			Mental Health Counseling Work Stations (6) SAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

**Section VIII
RFP Price Form
Santa Ana College (SAC)**

Santa Ana College (SAC)				Annual Cost: 5-Year Term							Taxable
Category / Description											
29			Medication Dispensary module		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
30			Medication Inventory Module		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
31			If applicable, bidder to list additional EMR Practice Management Licenses not listed above:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
32					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
33					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
34					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
#	QTY	U/M	Client Training	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost	Yes/No
35			Onsite and or Web-based Training for Clinical & Front Office Support Staff for specific time before "Go live"		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
36			Additional Client Training not listed above:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
38					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
39					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
40					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Sub-Total Costs (SAC)	\$ -
CA Sales Tax (8%)	
Shipping/Delivery (If any)	
Total (SAC)	\$ -
Grand Total for SCC & SAC	\$ -

Bidder agrees to furnish the Electronic Medical Record Software and Hosting Service at the prices and terms stated, subject to the terms and conditions in the RFP documents.

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Exhibit "A"

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Print Name

Signature

Exhibit "B"

BUSINESS ENTERPRISES

Rancho Santiago Community College District has always been committed to providing an equal opportunity for all business enterprises to participate in its purchasing and contracting activities. To assist us in measuring our compliance with this commitment, we are asking all bidders to provide us with additional information.

Using the criteria printed on the following pages, please check all spaces that apply to your business enterprise.

Small Business Enterprise (SBE) _____

Women Owned Business Enterprise (WBE) _____

Minority Owned Business Enterprise (MBE) _____

Disabled Veteran Business Enterprise (DVB) _____

Disadvantaged Business Enterprise (DBE) _____

Bidders are required to provide a copy of their certification with their bid proposal.

The undersigned on behalf of the bidder named below, certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name _____

Name _____

Signature _____

Title _____

Date _____

Minority Business Enterprise (MBE) Certification

A Minority Business Enterprise is a for-profit enterprise, regardless of size, physically located in the U. S. or its trust territories, which is 51% owned, managed, operated and controlled by an ethnic minority or a group of ethnic minorities on a day-to-day basis.

An ethnic minority is an individual whose origin or heritage is of or from:

- Any of the Black racial groups of Sub-Sahara Africa (African-Americans)
- Any of the Spanish speaking countries of Latin America, Mexico, Central America, South America, the Caribbean and Brazil (Afro-Brazilian and Brazilian Indians only) (Hispanic-Americans)
- American Indian, Eskimo, Aleut or Native Hawaiian (Native Americans). Native Americans must be documented members of a North American tribe, band or organized group of native people indigenous to the continental U.S.
- Bangladesh, Cambodia, China, Guam, India, Indonesia, Japan, Korea, Laos, Malaysia, Pakistan, the Philippines, Samoa, Thailand, Sri Lanka, Taiwan, the U.S. Trust Territories of the Pacific or the Northern Marianas and Vietnam. (Asian Americans, Pacific Islanders, Asian Indian Americans).

Information on MBE certification may be obtained from: Southern California Minority Supplier Development Council (SCMSDC). Visit <http://www.scmsdc.org/> , or call (213) 689 - 8097 or e-mail: info@scmsdc.org .

Woman Business Enterprise (WBE) Certification

Criteria for Certification:

- Applicant company must be at least fifty-one percent (51%) owned and controlled by one or more women who are U.S. citizens or lawful permanent residents, or in the case of any publicly-owned business, at least fifty-one percent (51%) of the equity of which is owned and controlled by one or more women who are U.S. citizens or lawful permanent residents; and
- Whose management and daily operation is controlled by one or more of the women owners.

Information on WBE certification may be obtained from: Women Business Enterprise Council (WBEC) - West. Visit <http://www.wbec-west.com/> , or call (213) 265-5398.

Small Business (SB) Certification

The Department of General Services, Procurement Division's, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) is the state's certifying agency that administers the Small Business (SB) Program. Non-profit Veteran Service Agencies receive certification upon application approval. Non-profit organizations will only receive a registration upon application approval.

In order for a small business to be eligible for SB certification, the small business must meet the following requirements:

- Be independently owned and operated;
- Not dominant in field of operation;
- Principal office located in California;
- Owners (officers, if a corporation) domiciled in California; and,
- Including affiliates, be either,
 - A business with 100 or fewer employees; an average annual gross receipts of \$14 million or less, over the last three tax years;
 - A manufacturer* with 100 or fewer employees; or,

- A microbusiness. A small business will automatically be designated as a microbusiness, if gross annual receipts are less than \$3,500,000; or the small business is a manufacturer with 25 or fewer employees.
- * For Small Business Certification purposes, a manufacturer is a business that is both of the following:
 1. Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 2. Classified between Codes 31 to 339999, inclusive, of the North American Industrial Classification System (NAICS) Manual, published by the United States Census Bureau, 2007 edition.

Information on SB certification can be obtained from: California Department of General Services (DGS). Visit <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> , or call Office of Small Business and DVBE Services at (916) 375 – 4940, or e-mail OSDSHelp@dgs.ca.gov .

Disabled Veteran Business Enterprises (DVBE) Certification

The Department of General Services, Procurement Division's, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) is the state's certifying agency that administers the DVBE Certification Program. Non-profit Veteran Service Agencies receive certification upon application approval. Non-profit organizations will only receive a registration upon application approval.

For DVBE certification purposes, a "disabled veteran" is:

- A veteran of the U.S. military, naval, or air service;
- The veteran must have a service-connected disability of at least 10% or more; and
- The veteran must reside in California.

To be certified as a DVBE, your firm must meet the following requirements:

- Your business must be at least 51% owned by one or more disabled veterans;
- Your daily business operations must be managed and controlled by one or more disabled veterans

NOTE: The disabled veteran who manages and controls the business is not required to be an owner of the applicant business; and

- Your home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based business).
- All existing and all new DVBE applicants must submit to the Office of Small Business and DVBE Services (OSDS) complete copies of the DVBE's federal income tax returns for the previous three years. DVBEs who have been in business for less than three years shall submit the federal tax returns for each year they've been in business.
- A DVBE applicant that is not a sole proprietorship and rents equipment to the state must provide the federal income tax returns for each of their disabled veteran owners or your firm will be deemed to be an equipment broker.
- DVBE limited liability companies must be wholly owned by one or more disabled veterans.

Information on DVBE certification can be obtained from: California Department of General Services (DGS). Visit <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> , or call Office of Small Business and DVBE Services at (916) 375 – 4940, or e-mail OSDSHelp@dgs.ca.gov .

Disadvantaged Business Enterprises (DBE) Certification

In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm must meet the following eligibility criteria stated in 49 CFR Part 26:

- The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of a socially and economically disadvantaged group as defined in the Code of Federal Regulation 49 CFR Part 26.67. Presumptive groups include Women, Black Americans, Hispanic Americans, Native Americans, Asian-

Pacific Americans, Subcontinent Asian-Americans, or any individual found to be socially and economically disadvantaged on a case-by-case basis.

- The disadvantaged individual applying must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from personal net worth calculation include an individual's ownership interest in the applicant firm and his or her equity in their primary. Also, if an individual demonstrates that he/she is able to accumulate substantial wealth, the individual's claim of economic disadvantage may be denied, even though the individual's PNW is less than \$1.32 million.
- Depending on the primary business activity, a firm (including its affiliates) must not have average annual gross receipts over the firm's previous three fiscal years in excess of \$23,980,000 (\$56,420,000 for airport concessionaires in general with some exceptions). Lower size standards may apply depending on business activity determination.
- The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest, and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.
- The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.
- If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential.

Information on DBE certification can be obtained from: California Department of Transportation (Caltrans) Office of Business & Economic Opportunity Certification Unit. Visit http://www.dot.ca.gov/hq/bep/business_forms.htm , or download the brochure at: http://www.dot.ca.gov/hq/bep/documents/dbe_brochure.pdf , or call (916) 324-1700, or e-mail dbe.certification@dot.ca.gov .