

KERN COUNTY HOSPITAL AUTHORITY

Department of Radiology is sending out a Request for Proposal to provide teleradiology services for Kern Medical Center.

The Kern County Hospital Authority (KCHA), which owns and operates Kern Medical Center (“Kern Medical”) is seeking qualified consultants to provide preliminary radiology interpretations Monday through Friday 6pm to 8am and on Weekends and KCHA holidays from 5pm to 8am.

Proposers are specifically directed not to contact any KCHA personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any KCHA personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

KCHA- Radiology Department
Suzanne Knight, Manager of Radiology
1700 Mt. Vernon Ave.
Bakersfield, CA 93306
Telephone (661) 326-2534
suzanne.knight@kernmedical.com
jared.leavitt@kernmedical.com

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by KCHA upon notice to prospective proposers:

Issuance Date September 24, 2018
Proposal Due Date October 10, 2018
Proposal Due Time Before 5:00pm.

Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals.

TABLE OF CONTENTS

I.	GENERAL INFORMATION	Page	
	A.	Project Background and Description	1
	B.	Services Required of Successful Proposer	1
	C.	Services Provided by the KCHA	2
	D.	Selection Process	2
	E.	Solicitation Caveat	4
	F.	Time	5
	G.	Standard KCHA Agreement	5
	H.	Insurance Requirements	5
	I.	Modifications to Scope of Work	9
	J.	News Releases	9
	K.	Compensation	9
	L.	Statutes and Rules	9
	M.	Background Review	9
	N.	Organizational Conflict of Interest	9
II.	PROPOSAL INFORMATION AND REQUIREMENTS		
	A.	General Instructions	10
	B.	Business Address	10
	C.	Corrections and Addenda	11
	D.	Proposal Format and Contents	11
	E.	Post RFP Issuance	16
	F.	Proposal Submission	17
	G.	Withdrawal and Submission of Modified Proposal	17
	H.	Disposition of Proposals and Proprietary Data	18
	SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS	Exhibit A	
	STANDARD KCHA MASTER TERMS & CONDITIONS	Exhibit B	

I. GENERAL INFORMATION

A. Project Background

The KCHA owns and operates Kern Medical, a 222-licensed bed general acute care teaching hospital with a Level II Trauma Center and several outpatient clinics located in Bakersfield, California.

KCHA offers the only physician residency training in Kern County. As an academic teaching hospital affiliated with the UCLA School of Medicine, KCHA trains more than 100 residents and fellows per year in the fields of Emergency Medicine, Family Practice, Internal Medicine, Obstetrics and Gynecology, and Psychiatry. KCHA also provides training to over 100 medical students from Ross University School of Medicine.

Each year, KCHA provides care for approximately 12,000 inpatients, 45,000 Emergency Department visits, 4,000 surgeries, and 120,000 clinic visits at its hospital-based general and specialty clinics.

The Radiology Department (“Department”) is currently staffed with radiologists from 8:00 AM to 7:00 PM. During these hours, the Department conducts emergency interpretations of X-rays, computed tomography, MRIs, ultrasounds, and nuclear medicine studies. For the past year, KCHA has used a contracted service to interpret preliminary readings Monday through Friday 6:00 PM to 8:00 AM, Weekends and KCHA holidays 5:00 PM to 8:00 AM, to ensure continuity of patient care. KCHA radiologists then review the preliminary reads and dictate the final report in each case.

KCHA plans to continue using a contracted vendor for after-hours preliminary x-ray, computed tomography, magnetic resonance, ultrasound and nuclear medicine readings and will select a vendor for such services at the conclusion of the RFP process.

B. Services Required of Successful Proposer

The KCHA has developed the attached **Exhibit “A”** which fully describes the scope of work and services required, deliverables, benchmark requirements, and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

C. Services Provided by the KCHA

The KCHA will provide a Contact Person as a primary contact, who will arrange for staff assistance by other KCHA staff as may be required. KCHA will also provide whatever information as may be available. KCHA will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed. After the initial scoring, the selection committee may select those firms deemed most qualified for this project for further evaluation. The selection committee may select proposers for one or both parts of the RFP. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that KCHA, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration.
2. The following is a list of general criteria that may be used by the Evaluation Committee in determining its recommendation to the Board of Governors. **Please note that the Evaluation Committee may consider any information they deem relevant in determining a recommendation to the Board of Governors, and may give each of the criteria considered as little or as much weight as they consider appropriate.**
 - a. Proposer's understanding of the RFP requirements and end result.
 - b. Proposer's proposed approach to tasks.
 - c. Proposer's experience in similar projects.
 - d. Fee or proposed rates.
 - e. Estimated completion date(s) or proposer's specific understanding of any legal time-frame mandates that may be required by law, statute or responsible KCHA department.
 - f. Client references.
 - g. Qualifications of proposer's staff for the project.
 - h. Any other factors the Evaluation Committee deems relevant.
3. The KCHA reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the KCHA, resulting in rejection of the Proposal.
4. The KCHA may, during the evaluation process, request from any proposer additional information which the KCHA deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
5. An error in the Proposal may cause the rejection of that Proposal; however, the KCHA may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the KCHA will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the KCHA may, at its sole option, correct an error based on that established content. The KCHA may also correct obvious clerical errors. The KCHA may also request

clarification from a proposer on any item in a Proposal that KCHA believes to be in error, and make corrections accordingly.

6. The KCHA reserves the right to select the Proposal which in its sole judgment best meets the needs of the KCHA. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Governors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
7. All Proposers responding to this RFP will be notified of their selection or non-selection in writing after the selection committee has completed the selection process.
8. KCHA employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a KCHA employee who may be involved in the selection process shall advise the Contact Person of the name of the KCHA employee in the Proposal.
9. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to KCHA employees, will be disqualified from the selection process.
10. The process, procedures and evaluation criteria used by KCHA staff and the selection committee in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the CEO and/or Board of Governors shall be determined in the sole discretion of the KCHA. Potential Proposers shall have no rights whatsoever regarding the processes and procedures used by KCHA relating to this RFP or the manner in which a Proposer is selected by either the selection committee or the CEO and/or Board of Governors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of KCHA, and KCHA shall not pay for costs incurred in the preparation or submission of Proposals. **KCHA reserves the right to reject any or all Proposals or portions thereof if the KCHA determines that it is in the best interest of the KCHA to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the KCHA. The KCHA may waive **any** deviation in a Proposal. The KCHA's waiver of a deviation shall in no way modify the RFP requirements nor

excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Standard KCHA Master Terms & Conditions

No agreement with KCHA is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the standard KCHA Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the KCHA to be necessary prior to its execution by the parties.

The standard KCHA master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard KCHA master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard KCHA master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the KCHA, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the KCHA for the services requested within 60 days of the award. If agreement on the terms and conditions of the contract that are acceptable to the KCHA including, but not limited to, compensation, cannot be achieved within that timeframe, the KCHA reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and KCHA.

H. Insurance Requirements

KCHA has developed the attached **Exhibit "B"** which fully describes the insurance requirements KCHA expects Consultant(s) to secure and maintain while contracted with KCHA.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the KCHA. The KCHA may also, from time-

to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the KCHA and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Chief Executive Officer of Kern Medical.

K. Compensation

Compensation shall be agreed upon by KCHA and Vendor to be included in the final agreement for services.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The KCHA reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the KCHA the proposer consents to such an inquiry and agrees to make available to the KCHA such books and records the KCHA deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining KCHA's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify KCHA, and attempt to present a suitable mitigation plan. KCHA may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective

assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. Only e-mailed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the KCHA, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the KCHA.
4. All Proposals shall remain firm for three hundred and sixty-five (365) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street, mailing, and email address. Any communication directed to the Proposer will be through their email address.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the KCHA interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the KCHA Radiology Department, Suzanne Knight, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the KCHA's designated Contact Person or any other KCHA staff member concerning this RFP is not binding on the KCHA and shall in no way modify this RFP or the obligations of the KCHA or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle KCHA to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the KCHA shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six (6) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, address and phone number
- b. Description of education
- c. General experience

- d. Experience or education related to the RFP project
- e. Letters of reference, if available. At least two reference letters must be from similar sized hospitals with comparable services doing business in the state of California.

List consultant firms, if any, that you plan to use for this project and their relevant experience.

4a. Subcontractors:

KCHA will consider proposed agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the KCHA.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

Provide a detailed description of the methodology proposed to perform all required services. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the KCHA. Provide specific information and details.

Include any additional information and options that you feel may be advantageous to the KCHA. Label options clearly and specify all costs and fees associated with each option.

Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before November 15, 2018,. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of KCHA personnel involvement deemed necessary, including key decision points at each stage of the project.

Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the KCHA, provide a copy of any software license agreements that the KCHA would be required to execute.

Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the KCHA.

6. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the KCHA prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by KCHA.

The project costs should include all expenses that will be charged to the KCHA including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure not to clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.**

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with KCHA. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by KCHA's Workers Compensation & Liability Manager. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Confidential Information is defined as follows:

Technical Information

- (i) Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- (ii) Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

- (i) financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;
- (ii) this Agreement and all documents and materials relating thereto and to the negotiation and execution thereof, including, without limitation, the existence of this Agreement and the fact of negotiations taking place between the parties; and

Business Development-Related Information

- (i) All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- (ii) Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- (iii) Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

Proposers are cautioned that because the KCHA is a public entity materials designated as “confidential” may nevertheless be subject to disclosure. Proposers are advised that the KCHA does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

1. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A “CONFIDENTIAL” WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED “CONFIDENTIAL”.
2. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“ _____ (legal name of proposer) shall indemnify, defend and hold harmless the Kern County Hospital Authority, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of,

concerning or in any way involving any materials or information in this Proposal that _____ (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By: _____ Date: _____

E. Post RFP Issuance

1. Questions

- a. Any and all questions must be submitted by email prior to Friday, September 28th.
- b. By Tuesday, October 2nd, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit “A.” Questions with content about the RFP process, where to send a response or other information not related to Exhibit “A” may be answered by the KCHA Contact Person as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. KCHA will accommodate these last minute questions, but will not guarantee that they will be answered, if not submitted timely.

F. Proposal Submission

Please submit all Proposals to: Suzanne.knight@kernmedical.com

Proposals must submit their proposals via email to the listed KCHA Contact person. The virus free attachment must be a standard Microsoft Windows (Word, Adobe, Excel, etc.) format readable by KCHA. Proposer agrees to be fully responsible for any damage caused by any materials submitted to KCHA. **ALL PROPOSALS MUST BE RECEIVED BEFORE 11:00 A.M. on Oct 5, 2018.** Proposals submitted after the above deadline will not be accepted.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

G. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A

Proposal may not be changed after the designated deadline for submission of Proposals.

H. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the KCHA. Any and all Proposals received by the KCHA shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The KCHA will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

Exhibit A

I. BACKGROUND

Kern Medical- Radiology Department is currently staffed with Radiologists from 8:00 AM to 7:00 PM M-F 8AM-5PM Weekends and holidays. During those hours all of the normal business of the department is conducted to include elective and emergency interpretations of x-rays, CT scans, MRI's, ultrasounds, and nuclear medicine studies. For approximately five years in order to assure continuity of care for our patients, KCHA has used contracted services to provide preliminary readings M-F 6:00 PM to 8:00 AM, weekends and KCHA holidays from 5PM-8AM. KCHA's radiologists then review the preliminary reads and dictate the final report.

KCHA plans to continue using a contracted vendor for after-hours preliminary x-ray, computed tomography, magnetic resonance, ultrasound and nuclear medicine readings and will make a selection for such services at the conclusion of the RFP process.

II. DESIRED OBJECTIVE(S)

The following is a general outline of the Objectives specific to this request to provide teleradiology services for KCHA.

1. Coverage will be to provide only a preliminary report.
2. Reports will be sent to the ER, radiology department, as well as other locations upon request. Reports will also be made available online.
3. For all critical results, a phone call will be made to the ordering physician, as well as, sending a report in accordance with turn-around times listed in #5.
4. For all stroke protocol patients, the report must be provided within 20 minutes of receiving the images.
5. Report turnaround time shall insure that all reports are faxed within 20 minutes or less on average, but not to exceed 45 minutes from the time the complete study is received by the vendor.

III. ESTIMATED VALUE/COST

The vendor shall clearly break out all fees and charges for each preliminary readings for the following exams: Computed Tomography, Computed Tomography Angiography, Magnetic Resonance, Magnetic Resonance Angiography, Ultrasound, Nuclear Medicine and plain radiology images.

An example of 2017-2018 Annual After hour Exams Readings

CT Exams	10,472
MR Exams	239
US exams	8
X-ray	21
NM Exams	<u>0</u>
TOTAL	10,740

IV. BUSINESS AND/OR WORK ENVIRONMENT

The following is a general outline of the Business and Work Environment of the Teleradiography services that will be required.

- A. The services required are remote preliminary interpretations of images.
- B. Many of the images will be of patients who have sustained massive trauma.
- C. The vendor will provide a monthly statement which includes a breakdown of the Patients' names, exams and charges.

V. DESCRIPTION AND SCOPE OF WORK

The following is a general outline of the Description and Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from KCHA and the selected vendor.

The vendor will provide remote preliminary readings of computed tomography, nuclear medicine, ultrasound, magnetic resonance and other radiology images. They will provide a web based tracking and management system and a QA program.

- A. The ordering physician (often from the emergency or surgical departments) will decide which imaging exams will be sent for teleradiology.
- B. The vendor shall guarantee and maintain quality night call teleradiology services for KCHA.
- C. The vendor will provide turnaround times that include prioritization and a mechanism that evaluates and measures the reporting timeliness process.
- D. The vendor will ensure a reporting process that addresses the errors and discrepancies in teleradiology interpretations.
- E. The vendor will provide radiologists that are certified by the American Board of Radiology (ABR) and/or the American Osteopathic Board of Radiology (AOBR).
- F. The vendor will have a peer review process similar to the E-RadPeer® that is sponsored by the American College of Radiology.
- G. The vendor will achieve connectivity and ensure that HIPAA standards are maintained.
- H. The vendor will define their process that addresses any disruptions in service
- I. Vendor to present applicable experience and practice with similar hospital based teleradiology services.

VI. DELIVERABLES

- A. Provide preliminary radiology reads from Monday-Friday 6 P.M. to 8:00 A.M., weekends and KCHA holidays from 5PM-8AM, 365 days per, as needed.
 - i. *All KCHA holidays can be found on the KCHA web site.
- B. For all stroke protocol patients the report must be provided within 20 minutes of receiving the images
- C. Report turnaround time shall insure that all reports are sent within 20 minutes or less on average, but not to exceed 45 minutes from the time the complete study is received by the vendor.
- D. The preliminary interpretation will be sent to the ER, radiology department or other hospital areas as requested.
- E. Critical results must be called to the ordering physician.
- F. Reports will also be made available online.
- G. Provide a web based tracking and management system.
- H. Services will be performed by vendor remotely.

- I. Describe the training you will provide to KCHA staff. Include who will provide the training, the numbers of staff/trainees who will participate and the hours required.
- J. Vendor shall provide KCHA with a Daily Shift log and a daily summary report. A “shift log” of the previous evening’s patients will be faxed or network printed to the Radiology Department
- K. Vendor shall provide KCHA with a detailed monthly invoice that includes each patient’s name, identification number, exam type and the associated charges, Included will be a summary total of each modality read.
- L. Provide procedure fees broken down by modality used and body parts.
- M. Provide discounts based on volume.

VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

The following is a general outline of the Contractor Licensing, Certifications, and Qualifications that will be required.

- 1. All radiologists serving KCHA will be certified by the American Board of Radiology and/or the American Osteopathic Board of Radiology, California Licensed, and reside within the United States.
- 2. Vendor will be responsible for assembling a complete credentialing file, as determined by KCHA, for each of the radiologists providing services. The credentialing file for each radiologist will be forwarded to KCHA for credentialing by the KCHA medical staff office.

VIII. CONSTRAINTS TO PROPOSER’S APPROACH AND METHODOLOGY

The following is a general outline of the constraints to the approach and methodology that the teleradiography service consultant will need to consider as part of this proposal.

- A. The vendors understanding of the RFP requirements and the expected outcomes and end results
- B. The vendors approach to work tasks and assignments including pre, during and after initiation on the project.
- C. The vendors demonstration of applicable experience and practice in hospital settings, especially with similar projects.
- D. The vendors total costs and fees
- E. The vendors starting and completion date timeline.
- F. The vendors evidence of good organization and management practices
- G. The vendors client references and reputation for consistent client satisfaction.
- H. The vendors documentation of the quality of its staff involved in this project.
- I. The vendor to identify a point person(s) for KCHA to communicate with 24/7.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The following is a general outline of the Performance Standards and Quality Assurance required as part of this proposal. For additional standards, see Section II – Objectives.

- 1. KCHA shall have direct access to the radiologists providing services via toll free number, facsimile and internet.
- 2. The successful vendor shall be accredited by The Joint Commission.
- 3. Vendor shall have a designated quality assurance officer.
- 4. Vendor shall conduct a quarterly comprehensive Quality Assurance improvement program to monitor its performance as it pertains to this agreement;

this will include a thorough review of discrepancies. The quarterly results will include a monthly breakdown of exams by number and charges. A summary of all services by type and number will also be provided yearly. The data shall be forwarded to the radiology department within three weeks of the completion of the quarter and year.

5. If KCHA radiologists identify a significant discrepancy, a form will be sent from KCHA to the vendor's identified QA officer. The vendor's QA officer is to review the discrepancy and respond via facsimile with his impression within 48 hours to the chairman of the department of radiology. Vendor shall use ACR RadPeer or other agreed format when responding to a discrepancy.

X. SECURITY REQUIREMENTS

The following is a general outline of the Security and Information Technology Requirements required as part of this proposal

1. Vendor shall provide a highly available connection to the KCHA network to exceed 99% uptime.
2. The vendor will be proactive in responding to technical issues.
3. Vendor agrees to provide 24/7 support for supplied services.
4. Vendor shall only transmit or store all PHI or PII data with HIPAA compliant encryption.
5. Vendor shall provide contingency plans to KCHA in the event of disaster or other unplanned circumstances that cause interruption in service.
6. Vendor agrees to provide on-site installation and education when appropriate to ensure smooth startup.
7. Vendor agrees to provide KCHA with an online tracking and management tool of all reports.
8. Vendor shall comply with KCHA's change control policy regarding any changes to the system.
9. Vendor shall provide on-site installation and education if necessary.
10. Vendor shall provide KCHA with online reporting and management tools.

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide teleradiography radiology reading services for the Department of Radiology.

- A. To implement and sustain high quality teleradiography services.
- B. Provide HIPPA compliant connectivity between KCHA and your facility.
- C. Radiologists need to be certified by the American Board of Radiology.
- D. Maintain a QA program on your radiologists and also with appropriate management of discrepancies between your radiologists and KCHA radiologists.
- E. Turnaround time must be rapid in order for KCHA to optimize medical treatment for its very sick patients and to meet stroke protocol requirements.

EXHIBIT B
SAMPLE MASTER TERMS AND CONDITIONS

1. Insurance

Consultant, in order to protect KCHA and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with KCHA. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Consultant shall promptly deliver to KCHA a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to KCHA prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or KCHA as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:

- (1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically

concerning the indemnity provisions of this Agreement with the KCHA), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the KCHA and KCHA's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to KCHA and must be approved by the KCHA Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the KCHA Risk Manager.
- e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. KCHA will not accept such coverage unless KCHA determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by KCHA. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against KCHA.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude KCHA from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. KCHA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, KCHA may purchase such required insurance coverage, and without further notice to Consultant, KCHA shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by KCHA for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse KCHA for the premiums and any associated costs, Consultant agrees to reimburse KCHA for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by KCHA to take this alternative action

shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. Indemnification

Consultant agrees to indemnify, defend and hold harmless KCHA and KCHA's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of KCHA Counsel and counsel retained by KCHA, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of KCHA; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

3. Compensation

As compensation for Consultant's satisfactory performance of services, KCHA agrees to pay Consultant the sum of _____ dollars (\$ _____) per month. Payment for Consultant's services shall be promptly processed by KCHA upon Consultant's presentation of claim identifying the services rendered for the period covered by the claim.

4. Term

The term of this Agreement shall be for the period commencing January 1, 2018, and terminating December 31, 2018.

5. Termination

KCHA and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the KCHA. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. Assignment

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the KCHA.

7. Audit, Inspection and Retention of Records

Consultant agrees to maintain and make available to KCHA accurate books and records relative to all its activities under this Agreement. Consultant shall permit KCHA to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit,

whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon KCHA herein.

8. Authority to Bind KCHA

It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind KCHA to any agreements or undertakings.

9. Captions and Interpretation

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

11. Compliance with Law

Consultant shall observe and comply with all applicable county, state, and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

12. Confidentiality

Consultant shall not, without the written consent of KCHA, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Conflict of Interest

Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the KCHA relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the KCHA may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Enforcement of Remedies

No right or remedy herein conferred on or reserved to KCHA is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. Non-waiver

No covenant or condition of this Agreement can be waived except by the written consent of KCHA. Forbearance or indulgence by KCHA in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. KCHA shall be entitled to invoke any remedy available to KCHA under this Agreement or by law or in equity despite said forbearance or indulgence.

17. Representations

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Consultant does not have any actual or potential interests adverse to KCHA nor does Consultant represent a person or firm with an interest adverse to KCHA with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

18. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. Signature Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

20. Sole Agreement

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

21. Compliance with IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the KCHA, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant’s employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant’s subcontractor(s).

22. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to KCHA and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of KCHA and Consultant that any such person or entity, other than KCHA or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

23. Amendments

This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

24. Communications

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

Kern County Hospital Authority