

REQUEST FOR PROPOSAL (RFP# 2024-25)  
FOR  
ELECTRONIC HEALTH RECORDS SYSTEM

NOTICE IS HEREBY GIVEN that the Merced County Office of Education (MCOE) calls for RFPs to be received in the Facilities Department, 2100 Cooper Ave, Suite B, Merced, CA 95348 by **Monday, December 16, 2024 @ 2:00PM**. All proposals will be evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Vendors must comply with the instructions contained in the proposal package. It shall be the full responsibility of all Vendors to ensure that proposals are delivered to the above office by the time and date stated. Facsimile (FAX) copies or E-mail of the proposal will not be accepted. MCOE will not be responsible for late deliveries by U.S. mail or any other means.

MCOE reserves the right to accept or reject all proposals and to waive any irregularities or informalities in any RFP or in the proposal process. No RFP, or any portion thereof, may be withdrawn for a period of sixty (60) days after RFP opening.

**Contact Information:**

**General Information**

Katherine Weimer  
Director, Business Services  
2100 Cooper Avenue, Suite B  
Merced, CA 95348  
Ph.: 209-381-4036  
kweimer@mcoe.org

**Technical Questions**

Domingo Flores, III  
Director, Information Technology  
Services  
2100 Cooper Avenue, Suite C  
Merced, CA 95348  
Ph.: 209-381-6697  
dflores@mcoe.org

**1. PROJECT SUMMARY**

**1.1. Overview**

- 1.1.1. Merced County Office of Education (MCOE) is looking to retain an Electronic Health Record (EHR) platform to be used across Merced County schools. MCOE will participate in and assist other Local Education Agencies in billing claims to the upcoming Statewide Multi- Payer Medi-Cal Fee Schedule. The vendor will provide the MCOE with an EHR that supports the tracking and documentation of services provided within our county's school sites. The platform will also support student eligibility and billing cycle management for successful claims submission. The platform will be accessed by providers, administrators, and billing staff.

## 1.2. Scope of Services

### 1.2.1. Implementation

- 1.2.1.1. Vendor will work with MCOE staff to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to program leads. This implementation process will be designed to identify areas of documentation for claims submission, charting, and reporting for the purposes of reimbursement of services on or near school sites.

### 1.2.2. Training and Materials

- 1.2.2.1. Vendor will provide training and support to billing and providers on the development and implementation of the EHR.
- 1.2.2.2. Vendor will provide training and support to Local Education Agency (LEA) consortia staff and MCOE staff, including but not limited to, billing staff, technical staff, providers, and administrators.
- 1.2.2.3. Vendor will provide MCOE staff and LEA consortia with all necessary training around the EHR platform on all the requested features listed under the Electronic Health Records functionality section.

## 1.3. Electronic Health Record Functionality

### 1.3.1. Clinical features

- 1.3.1.1. Showcase the ease of use for the day-to-day clinical documentation including the ability to document and track group services.
- 1.3.1.2. Demonstrate the ability to use the platform to easily select diagnosis and treatment plan resources such as Wiley Treatment Library.
- 1.3.1.3. Highlight the ability to create a referral through a web link and referral tracking capabilities.
- 1.3.1.4. Provide information on the ability to easily upload forms and/or create forms within the EHR.
- 1.3.1.5. Demonstrate the ability to have an assessment service capability to monitor progress of treatment plans

### 1.3.2. Customizability and Patient Engagement

- 1.3.2.1. Highlight the customizability of your EHR system and showcase its patient/guardian engagement abilities, patient portals and ability to easily share and track consent forms.
- 1.3.2.2. Demonstrate the ability for clinicians, parents, and patients to electronically sign documents or consent forms.

### 1.3.3. Data Integration and Reporting

- 1.3.3.1. Highlight the ability of reporting within your EHR system including AD HOC reporting tools and dashboard capabilities.
- 1.3.3.2. Demonstrate the ability to track services and to use reports for productivity and utilization for all services rendered by staff.
- 1.3.3.3. Provide information on whether your system is cloud hosted.
- 1.3.3.4. Demonstrate the capability to receive an automated nightly file from referral database (Bonterra) to update students' enrollment and demographic information.

- 1.3.3.5. Our Office of Education would create charts by downloading all district student information from our referral database (Bonterra) into our EHR regardless of if the student received any services. If available, showcase the ability to dynamically look up students in a separate database (Bonterra) and source information to create new records in the EHR.
- 1.3.3.6. Demonstrate the ability for staff to get a snapshot overview of a patient's progress and services provided within their caseload.

#### 1.4. Billing Functionality

- 1.4.1. Showcase the day-to-day billing capabilities including but not limited to; claim generation, electronic batch submissions, and claim scrubbing.
- 1.4.2. Demonstrate the ability to track denied claims and resubmit to payor with corrections.
- 1.4.3. Discuss the current support for LEA BOP billing and any collaboration with other school districts on fee schedule billing.
- 1.4.4. Demonstrate the capability to integrate into another EHR system for billing services and what that will look like for the end user.
- 1.4.5. Provide insight on how your platform can support the billing to Carelon as a Third-Party Administrator for the Department of Health Care Services (DHCS).
- 1.4.6. Showcase features for automated bulk eligibility verification and any capabilities to verify eligibility with and without member ID.
- 1.4.7. Share day to day operations of ERA payment posting and reconciliation reports for financials.
- 1.4.8. Demonstrate the EDI Claim Interchange-Options for FTP connection between applications, Carelon/Availity and EHR system.

#### 1.5. Administrative Considerations

- 1.5.1. Demonstrate how your EHR system supports potential expansions into physical health services within educational settings.
- 1.5.2. Provide detailed information on the monthly cost, start-up cost, and length of contract associated with your EHR solution.
- 1.5.3. Outline the implementation timeline and demonstrate an understanding of the barriers that Local Education Agencies (LEA) may encounter during implementation.

## CYBHI Fee Schedule Claiming and Billing Solutions

DHCS has contracted with Carelon Behavioral Health (CBH) as the Third-Party Administrator (TPA) for the CYBHI statewide multi-payer fee schedule. Below are CBH's system requirements and consideration for software solutions to assist LEAs.

### System Requirements

- » Secure File Transfer Protocol (SFTP) Software for secure data transfers
- » Consider CBH batch provider proprietary layout template requirements and systems that could populate that template directly from an export (see provider roster management below)
- » Consider Member Batch student registration template requirements and systems that could populate that template directly from an export (see student information management below)
- » Microsoft Access – can help with member batch registration file creation.
- » Availability Compatibility
  - Availability is the claims clearinghouse used by CBH for all claims administration
- » Availability Internet Requirements
  - High speed internet connection
  - Google Chrome, Microsoft Edge, or Firefox browsers (Availability supports the current version and the three previous versions)
  - The ability to enable pop-up windows, allow JavaScript, and allow images to load automatically.
  - 1024 x 768 pixels or greater screen resolution
  - Up-to-date antivirus software
  - The latest version of Adobe® Reader to view PDF forms

- Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

## **Considerations for a software solution**

As the TPA for the CYBHI fee schedule, CBH will be responsible for management of the provider network of eligible practitioners, assist in verifying student health information, including health insurance coverage, and claims administration between LEAs and multiple payers (e.g., Medi-Cal Managed Care Plans, Medi-Cal Fee for Service, commercial health insurance, and disability insurers). CBH has compiled a list of capabilities for LEAs to consider when looking for an EHR system to support the CYBHI fee schedule utilization.

### **Student information management**

- » Ability to manage student information, including all required data elements for CBH batch registration.
- » Ability to extract student information and create file per CBH batch registration guide proprietary layout.
- » Ability to transmit batch registration file to CBH via SFTP.
- » Ability to ingest CBH batch registration proprietary response files.
  - Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

### **Provider roster management**

- » Ability to manage provider information, including all required data elements for CBH batch provider proprietary layout.
- » Ability to extract provider information and create file per CBH batch provider proprietary layout.
- » Ability to transmit batch provider file to CBH via SFTP.
- » Ability to ingest CBH batch provider proprietary response files.
  - Low priority, however, automatically updating the student record with the CBH provider ID may be useful for customer service inquiries (CBH provider ID not required for claiming)

### **Claims management**

- » Ability to create claims for services provided, including all standard and required data elements for a valid outpatient claim.

- » Ability to transmit claim to CBH claims clearinghouse, Availity (preferred method), OR ability to create standard X12 837 file for batch submission to a claim's clearinghouse or CBH directly via SFTP.
- » Ability to ingest standard X12 response files (999, 277CA)
- » Ability to ingest standard X12 remittance file (835)

## **Electronic Health Records (EHR) Systems**

Electronic Health Record (EHR): an electronic version of a patient's medical history, that is maintained by the provider over time, and may include all the key administrative clinical data relevant to that person's care under a particular provider, including demographics, progress notes, problems, medications, vital signs, and past medical history.

The use an EHR could benefit Local Educational Agencies (LEAs) who are using the CYBHI fee schedule and are in need to a system that can securely capture, store and transmit sensitive protected health information (PHI) of students. All PHI, whether electronic, written, and oral, is subject to privacy protections under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Certified EHRs can offer protection to PHI when properly developed with security in mind.

## 2. CONTRACT AND SUBMISSION INFORMATION

### 2.1. Proposal Schedule

November 6, 2024 and November 13, 2024	Advertisement
December 9, 2024	Deadline to submit questions
December 16, 2024	Proposal due
December 23, 2024	RFP Review

### 2.2. Additional Information

2.2.1. Inquiries regarding this RFP shall be in written form only. Responses to questions will be provided to all known prospective respondents. The MCOE reserves the right to amend the RFP. Addenda to this RFP will be posted on the MCOE's website at:

<https://www.mcoe.org/departments-programs/business-services/doing-business-with-mcoe/open-bids>. It is the responsibility of prospective respondents to check the website for any possible addenda.

2.2.2. General questions should be submitted to:

#### **General Information**

Katherine Weimer  
Director, Business Services  
2100 Cooper Avenue Suite B  
Merced, CA 95348  
Ph.: 209-381-4036  
kweimer@mcoe.org

#### **Technical Questions**

Domingo Flores, III  
Director, Information Technology Services  
2100 Cooper Avenue, Suite C  
Merced, CA 95348  
Ph.: 209-381-6697  
dflores@mcoe.org

### 2.3. Preparation and Submission of Proposal

2.3.1. Please submit three (3) hard copies of the proposal. Proposals shall be submitted in a sealed envelope and labeled **Electronic Health Record System (RFP 2024-25)** and addressed to:

Katherine Weimer  
Director, Business  
Services  
2100 Cooper Avenue  
Suite B  
Merced, CA 95348



2.3.2. All proposals must be delivered to the above office on or before **Monday, December 16, 2024 @ 2:00PM**, and there will not be a formal RFP opening for these proposals.

2.3.3. Proposals received after the announced time and date for submission will not be considered. However, nothing in this RFP precludes the MCOE from requesting additional information at any time during the proposal evaluation period. The MCOE is under no obligation to return proposals. All costs associated with a proposal will be borne by each proposer. See Section 4 for proposal format.

#### 2.4. Time and Location of Proposer's Presentation

2.4.1. Upon completion of the review period, the MCOE may invite finalists to make a presentation demonstrating the merits of their proposal or provide references from other clients who have received similar studies. Finalists will be notified to arrange specific times. The MCOE will not be responsible for any costs associated with the proposer's presentation.

#### 2.5. Right to Reject Proposals

2.5.1. The MCOE reserves the right to reject all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the MCOE. Further, notwithstanding any other provisions of this RFP, the MCOE reserves the right to award a contract to the proposal that best meets the requirements of the RFP and not necessarily to the lowest Vendor.

#### 2.6. Award of Project and Approval of Agreement

2.6.1. The selected proposer shall be required to enter into a written contract with the MCOE in a form approved by legal counsel and/or Contracts department for the MCOE. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The MCOE reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

2.6.2. The award of a contract is subject to funding approved by the MCOE.

#### 2.7. Proposals are Public Records

2.7.1. Each Proposer is hereby notified that, upon submission of its proposal to the MCOE in accordance with this RFP, the proposal becomes the property of the MCOE and is a public record subject to disclosure in accordance with Public Records Act, Government Code Section 6250-6270.

### 3. **EVALUATION AND AWARD CRITERIA**

3.1. Selection of a proposal will be based on the following criteria:



Criteria	Value
Financial	25
Platform Operability and Functionality	20
Addresses the needs and criteria of RFP	20
Ability to integrate with other EHR platforms for billing purposes	15
Staff qualifications and experience for supportive purposes	10
Implementation timeline	10

## 4. PROPOSAL FORMAT

### 4.1. Proposal Summary

4.1.1. Include an executive summary that discusses the highlights, key features, and distinguishing points of the proposal. The summary should be specifically tailored to the scope of services requested herein.

4.1.2. Include all the following information:

- a) A brief introduction of the Contractor and its leadership;
- b) A description of the Contractor's understanding of the needs and goals in regard to the project;
- c) A summary of how the Contractor will establish a comprehensive program to meet the needs and achieve the goals of the Project;
- d) A summary of the key points of the Proposal and how those relate to accomplishing the goals for the project;
- e) A brief description of the characteristics, if any, that distinguish the Contractor from others, including, among other information, the Contractor's experience with the requirements of the RFP; and
- f) A description of the roles and qualifications of the personnel who will be providing services in connection with the Project, including, if applicable, personnel of entities that would be subcontractors to the Contractor.

4.1.3. Background Information – Appendix A

4.1.4. Statement of Qualifications and Experience

4.1.4.1. Include a narrative describing the proposer's experience with County or School districts like the one proposed in this RFP. Include background information on the project manager or implementation team along with **references for at least three** of the Contractor's clients for which the Contractor has provided services, like those described in the RFP. Reference information should include: (i) the name of the client; (ii) the name, address and telephone number of the client's contact person for purposes of the Contractor's services to the client; (iii) a description of the type and scope of services provided to the client; (iv) the date(s) the Contractor provided the services to the client.

4.1.5. Scope of Services and Functionality – Appendix B

4.1.6. Timeline

4.1.6.1. Include a detailed timeline describing the major milestones from award of contract to post- implementation follow-up.

4.1.7. Cost Proposal

- 4.1.7.1. Provide an itemized description of the price associated with each task described in the Scope of Work.

## **5. RFP GENERAL CONDITIONS**

### **5.1. Time of Delivery**

- 5.1.1. Time of submission is a part of the RFP and must be adhered to.

### **5.2. Signing of RFP**

- 5.2.1. The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Vendor's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

### **5.3. Taxes, Charges, and Extras**

- 5.3.1. Full contract price as RFP to include Sales Tax, Use Tax, or other taxes as identified on the RFP Form.
- 5.3.2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the Merced County Office of Education, will be paid unless expressly included and itemized on the RFP.
- 5.3.3. The Merced County Office of Education does not pay Federal Excise Taxes. Do not include these taxes in your RFP price; however, do indicate on the RFP the amount of any such tax. The Merced County Office of Education will sign an Exemption Certificate in lieu of such a tax.

### **5.4. Qualifications**

- 5.4.1. All vendors may be required to furnish evidence of their technical ability, experience, and financial responsibility. No RFP will be accepted from, or a contract awarded to, any party or firm in arrears to the Merced County Office of Education, or who is a defaulter as surety, contractor or otherwise within the past twelve (12) months.

### **5.5. Award of Contract**

- 5.5.1. RFPs will be evaluated on the basis of price, compliance to Specifications, and completion date.
- 5.5.2. The MCOE reserves the right to award this RFP by section, line item, or by total, whichever is in the best interest of the MCOE.
- 5.5.3. A written purchase order mailed or otherwise furnished to the successful vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

### **5.6. Termination of Contract**

- 5.6.1. If the contract is terminated, the successful vendor will work with the MCOE to transition the project to another vendor or will assist with moving the data to an in-house based system.

### **5.7. Alteration or Variation of Terms**

- 5.7.1. It is mutually understood and agreed that no alteration or variation of the terms of this RFP or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

## 5.8. Assignability

- 5.8.1. A contract is not assignable by vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

## 5.9. OSHA

- 5.9.1. All material, equipment, or labor shall comply with the required standards of OSHA and CAL OSHA 1973 as last revised.

## 5.10. Software And Services Warranty

- 5.10.1. Vendor warrants to the MCOE that the EHR platform will substantially conform to the specifications set forth Scope of Services attached as Appendix B of this RFP; the platform will maintain 99.9% uptime during normal business hours, excluding scheduled maintenance; all services will be performed in a professional manner consistent with industry standards; the platform will maintain compatibility with MCOE's designated third-party systems, including but not limited to Bonterra and Carelon; the platform will comply with all applicable healthcare privacy and security regulations, including HIPAA and FERPA; and all data integration, storage, and transmission will meet current industry security standards. The contractor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials or discovered and made known to contractor within one (1) year from the filing of the Notice of Completion shall be made good by contractor without additional expense to the Owner.
- 5.10.2. Vendor shall correct any non-conformance with the above warranties reported during the subscription term at no additional cost to MCOE. If Vendor cannot correct a non-conformance within thirty (30) days after receiving written notice from MCOE, MCOE may terminate this Agreement and receive a prorated refund of fees paid for the non-conforming platform or services.

## 5.11. Rights and Remedies for Default

- 5.11.1. If the EHR platform fails to conform to the specifications set forth in this Agreement or Vendor's response to the RFP, MCOE shall provide written notice to Vendor describing the non-conformance in reasonable detail. Upon receipt of such notice, Vendor shall promptly investigate and respond to MCOE within three (3) business days; use commercially reasonable efforts to correct the non-conformance within ten (10) business days or provide a written plan for correction; provide MCOE with regular updates on the progress of the correction. If Vendor fails to correct a material non-conformance within thirty (30) days of receiving notice, MCOE shall have the right to; withhold payment for the non-conforming portion of the platform or services; engage a third-party to provide temporary alternative solutions at Vendor's expense; and/or terminate this Agreement for cause and receive a pro-rated refund of fees paid.

## 5.12. Price, Term, and Conditions

- 5.12.1. The price, terms, and conditions of this RFP are considered valid for ninety (90) days, from date of RFP opening, unless the offering party in writing allows for a longer period of time.
- 5.12.2. Any cash discounts given to the Merced County Office of Education must be so stated on the RFP.
- 5.12.3. Cash discounts taken by the Merced County Office of Education, unless otherwise stated on the RFP form shall be computed from the total invoice amount. This amount may include material, labor, taxes, shipping, storage and other related costs.
- 5.12.4. Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty

(30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

- 5.12.5. In connection with any discount offered, the time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

5.13. Payment

- 5.13.1. Payments to the vendor will only be made upon successful completion of the services and the receipt of an itemized invoice. No prepayments for services or materials not received will be made.

5.14. Modifications

- 5.14.1. Changes in or additions to the RFP Form, recapitulations of the work RFP upon alternative proposals, or any other modifications of the RFP Form which is not specifically called for in the contract documents may result in the rejection of the RFP as not being responsive to the RFP. No oral or telephonic modification of any RFP submitted will be considered, and a telegraphic modification may be considered only if the postmark evidence that a confirmation of the telegram duly signed by the Vendor was placed in the mail prior to the RFP opening.

5.15. Erasures

- 5.15.1. The RFP submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the RFP.

5.16. Withdrawal of RFP

- 5.16.1. Vendors may withdraw their RFP either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of RFPs.

5.17. Interpretation of Plans and Documents

- 5.17.1. If a vendor for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, vendors may submit to the Purchasing Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any vendor.

5.18. Evidence of Responsibility

- 5.18.1. Upon the request of the Owner, a vendor whose RFP is under consideration for award shall submit promptly to the Owner's satisfaction evidence showing the vendor's financial resources, experience, and organization for the performance of the contract.

## APPENDIX A Background Information

Company Name	
Headquarters Address	
Contact Person (for questions regarding this proposal)	
Title	
Office Location	
Telephone Number	
Email Address	
Project Manager	
Office Location	
Telephone Number	
Email Address	

1. How many years has the company been in business?
2. Is the company private or publicly traded?
3. The full company name of the Contractor, the state in which the Contractor was organized, the date the Contractor was formed, the entity number assigned to the Contractor by California Secretary of State, if applicable, and the Contractor's federal taxpayer identification number;
4. A description of the Contractor's organizational structure, any anticipated changes to the Contractor's business and/or marketing strategies, whether public or non-public, that may impact the Contractor's ability to provide services in connection with the any or all phases of the Project;
5. A description of any existing business relationships the Contractor, any of its parent and/or affiliate companies have with the Board, Superintendent or any of the school districts or community college districts in Merced County;
6. A description of any and all claims and judicial or administrative actions filed against the Contractor and/or its parent or affiliate companies in the last five years and the outcome of those claims and actions, including, without limitation, decision adverse to the Contractor and/or its parent or affiliate companies;
7. A description of any and all disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Contractor and/or its parent or affiliate companies and/or any of their respective owners or principals;
8. A list and summary of any and all judicial or administrative proceedings involving the Contractor's sourcing activities and anti-trust actions to which the Contractor and/or its parent or affiliate companies have been a party with the last five years.

## APPENDIX B

### Scope of Services

#### A. Overview

- a. The Merced County Office of Education (MCOE) is looking to retain an Electronic Health Record (EHR) platform to be used across Merced County. The MCOE will assist other Local Education Agencies in billing their claims to the upcoming Statewide Multi- Payer Medi-Cal Fee Schedule. The agency will provide the MCOE with an EHR that supports the tracking and documentation of services provided within our school sites. The platform will also support student eligibility and billing cycle management for successful claims submission. The platform will be accessed by providers, administrators, and billing staff.

#### B. Scope of Services

- a. Implementation
  - i. The contractor will work with MCOE staff to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to program coordinator(s). This implementation process will be designed to identify areas of documentation for claims submission, charting, and reporting for the purposes of reimbursement of services on or near school sites.
- b. Training and Materials
  - i. Will provide training and supports to billing and providers and administrative staff on the development and implementation of the EHR.
  - ii. Will provide training and supports to Local Education Agency (LEA) staff and MCOE staff, including but not limited to, billing staff, technical staff, providers, and administrators.
  - iii. Will provide MCOE and LEA consortia staff with all necessary training around the EHR platform on all the requested features listed under the Electronic Health Records functionality section.

#### C. Electronic Health Record Functionality

- a. Clinical Features
  - i. Showcase the ease of use for the day-to-day clinical documentation including the ability to document and track group services.
  - ii. Demonstrate the ability to use the platform to easily select diagnosis and treatment plan resources such as Wiley Treatment Library.
  - iii. Highlight the ability to create a referral through a web link and referral tracking capabilities.
  - iv. Provide information on the ability to easily upload forms and/or create forms within the EHR.
  - v. Demonstrate the ability to have an assessment service capability to monitor progress of treatment plans.
  - vi. Have integrated screening tools that are billable.
  - vii. Have templates for clinical forms including behavioral health intakes, assessments, progress notes, treatment plans.
- b. Customizability and Patient Engagement
  - i. Highlight the customizability of your EHR system and showcase its patient/guardian engagement abilities, patient portals and ability to easily share and track consent forms.

- ii. Demonstrate the ability for clinicians, parents, and patients to electronically sign documents or consent forms.
- c. Data Integration and Reporting
  - i. Highlight the ability of reporting within your EHR system including AD HOC reporting tools and dashboard capabilities.
  - ii. Demonstrate the ability to track services and to use reports for productivity and utilization for all services.
  - iii. Provide information on whether your system is cloud hosted.
  - iv. Demonstrate the capability to receive an automated nightly file from the referral database (Bonterra) to update students' enrollment and demographic information.
  - v. Our Office of Education will create charts by downloading all district student information from our referral database (Bonterra) into our EHR regardless of if the student received any services at our school sites. If available, showcase the ability to dynamically look up students in a separate database (Bonterra) and source information to create new records in the EHR.
  - vi. Demonstrate the ability for staff to get a snapshot overview of a patient's progress and services provided within their caseload.
- D. Billing Functionality
  - a. Showcase the day-to-day billing capabilities including but not limited to; claim generation, electronic batch submissions, and claim scrubbing.
  - b. Demonstrate the ability to track denied claims and resubmit to payor with corrections.
  - c. Discuss the current support for LEA BOP billing and any collaboration with other school districts on fee schedule billing.
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  - e. Provide insight on how your platform can support the billing to Carelon as a Third-Party Administrator for the Department of Health Care Services (DHCS).
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  - h. Demonstrate the EDI Claim Interchange-Options for FTP connection between applications. Carelon/Availity and EHR system.
- E. Administrative Considerations
  - a. 1. Demonstrate how your EHR system supports potential expansions into physical health services within educational settings.
  - b. Provide detailed information on the monthly cost, start-up cost, and length of contract associated with your EHR solution.
  - c. Outline the implementation timeline and demonstrate an understanding of the barriers that Local Education Agencies (LEA) may encounter during implementation.





## SYSTEM REQUIREMENTS FOR CLAIMING from Caredon Behavioral Health

### CYBHI Fee Schedule Claiming and Billing Solutions

DHCS has contracted with Caredon Behavioral Health (CBH) as the Third-Party Administrator (TPA) for the CYBHI statewide multi-payer fee schedule. Below are CBH's system requirements and consideration for software solutions to assist LEAs.

#### System Requirements

- » Secure File Transfer Protocol (SFTP) Software for secure data transfers
- » Consider CBH batch provider proprietary layout template requirements and systems that could populate that template directly from an export (see provider roster management below)
- » Consider Member Batch student registration template requirements and systems that could populate that template directly from an export (see student information management below)
- » Microsoft Access – can help with member batch registration file creation.
- » Availity Compatibility
  - Availity is the claims clearinghouse used by CBH for all claims administration
- » Availity Internet Requirements
  - High speed internet connection
  - Google Chrome, Microsoft Edge, or Firefox browsers (Availity supports the current version and the three previous versions)
  - The ability to enable pop-up windows, allow JavaScript, and allow images to load automatically.
  - 1024 x 768 pixels or greater screen resolution
  - Up-to-date antivirus software
  - The latest version of Adobe® Reader to view PDF forms

April 2024 | 1

- Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

## **Considerations for a software solution**

As the TPA for the CYBHI fee schedule, CBH will be responsible for management of the provider network of eligible practitioners, assist in verifying student health information, including health insurance coverage, and claims administration between LEAs and multiple payers (e.g., Medi-Cal Managed Care Plans, Medi-Cal Fee for Service, commercial health insurance, and disability insurers). CBH has compiled a list of capabilities for LEAs to consider when looking for an EHR system to support the CYBHI fee schedule utilization.

### **Student information management**

- » Ability to manage student information, including all required data elements for CBH batch registration.
- » Ability to extract student information and create file per CBH batch registration guide proprietary layout.
- » Ability to transmit batch registration file to CBH via SFTP.
- » Ability to ingest CBH batch registration proprietary response files.
  - Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

### **Provider roster management**

- » Ability to manage provider information, including all required data elements for CBH batch provider proprietary layout.
- » Ability to extract provider information and create file per CBH batch provider proprietary layout.
- » Ability to transmit batch provider file to CBH via SFTP.
- » Ability to ingest CBH batch provider proprietary response files.
  - Low priority, however, automatically updating the student record with the CBH provider ID may be useful for customer service inquiries (CBH provider ID not required for claiming)

### **Claims management**

- » Ability to create claims for services provided, including all standard and required data elements for a valid outpatient claim.

- » Ability to transmit claim to CBH claims clearinghouse, Availity (preferred method), OR ability to create standard X12 837 file for batch submission to a claim's clearinghouse or CBH directly via SFTP.
- » Ability to ingest standard X12 response files (999, 277CA)
- » Ability to ingest standard X12 remittance file (835)

### **Electronic Health Records (EHR) Systems**

Electronic Health Record (EHR): an electronic version of a patient's medical history, that is maintained by the provider over time, and may include all the key administrative clinical data relevant to that person's care under a particular provider, including demographics, progress notes, problems, medications, vital signs, and past medical history.

The use an EHR could benefit Local Educational Agencies (LEAs) who are using the CYBHI fee schedule and are in need to a system that can securely capture, store and transmit sensitive protected health information (PHI) of students. All PHI, whether electronic, written, and oral, is subject to privacy protections under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Certified EHRs can offer protection to PHI when properly developed with security in mind.

### Appendix C – Non Collusion Affidavit

(To Be Executed By Vendor and Submitted With RFP)

I, \_\_\_\_\_, declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the attached RFP; that the attached RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham RFP, or that anyone shall refrain from bidding; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the RFP price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the vendor has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at  
\_\_\_\_\_, California

\_\_\_\_\_

Authority: Public Contract Code 7106  
CCP 2015.5

## Appendix D – DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the COUNTY determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Government Code section 8350.

---

NAME OF CONTRACTOR

---

Signature

---

Date

---

Print Name

---

Title

## **Appendix E**

Vendor is required to sign and submit the following documents after award of this RFP.

- DISCLOSURE FORM REGARDING MCOE OFFICIALS
- PROFESSIONAL SERVICES AGREEMENT FOR SERVICES
- BUSINESS ASSOCIATE AGREEMENT- HIPAA
- W 9 FORM







## PROFESSIONAL SERVICES AGREEMENT FOR SERVICES

### STATEMENT OF THE PARTIES

This AGREEMENT is made between The Merced County Office of Education, a California public agency hereinafter called "MCOE" and \_\_\_\_\_ hereinafter called "CONTRACTOR," to furnish certain services described in Appendix A, entitled "Scope of Work" which is attached to and incorporated herein by reference, upon the terms and conditions stated herein. MCOE and CONTRACTOR shall be collectively referred to as "the Parties" for the purposes of this Agreement.

#### 1. TERM

- 1.1 The term of this Agreement shall be for a period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, unless otherwise terminated in accordance with Section 11 of this Agreement.

#### 2. REPRESENTATIONS AND COMPLIANCE WITH LAWS

- 2.1 CONTRACTOR warrants and represents that CONTRACTOR and their key personnel have the required licenses and certifications to perform the scope of services described in Appendix A, Scope of Work.
- 2.2 CONTRACTOR further certifies that CONTRACTOR is not suspended or disbarred from public contracting or otherwise precluded from performing the services described in the Scope of Work, Appendix A due to any violation of laws or regulations that may be applicable to the services provided pursuant to this Agreement. CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations.

#### 3. COMPENSATION AND PAYMENTS

- 3.1 Not to Exceed Amount. The compensation paid by MCOE under this Agreement shall be in an amount not to exceed \_\_\_\_\_ inclusive of all travel and lodging, taxes, fees, costs, overhead, and expenses. Any amendment to this Agreement which increases the compensation paid hereunder shall be in writing and fully executed by the MCOE and CONTRACTOR. MCOE shall not be responsible for any tax liability, costs or expenses arising out of or related to CONTRACTOR's performance of this Agreement.
- 3.2 Schedule of Payments. The compensation paid to CONTRACTOR pursuant to this Agreement shall be made in accordance with agreed upon rates and performance milestones set forth in the Appendix B hereto, entitled "Compensation and Schedule of Payments", which is incorporated herein by reference.
- 3.3 Payments. Payments will be made upon MCOE's receipt of CONTRACTOR's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper review of expenditures, should MCOE require an audit to be performed.
- 3.4 Acceptance of Defective Work. The parties understand and agree that MCOE has the right to withhold payments from CONTRACTOR for any unsatisfactory service until such time as service is performed satisfactorily. Should the MCOE temporarily accept work that MCOE deems to be defective or unsatisfactory in part, MCOE may require that CONTRACTOR remedy or replace its defective or unsatisfactory work at CONTRACTOR'S sole expense. Payments made pursuant to this Agreement shall not waive or diminish CONTRACTOR's obligation to perform its duties under this Agreement to the satisfaction of MCOE and in accordance with the dates and milestones set forth in Appendix B, Compensation and Schedule of Payments, nor shall payments to CONTRACTOR waive or diminish CONTRACTOR'S obligation to remedy or replace its unsatisfactory work or performance if CONTRACTOR is requested to do so by MCOE in accordance with Sections 8, 9 or 10 of this Agreement.
- 3.5 MCOE may correct or replace CONTRACTOR's unsatisfactory or defective work if after five (5) calendar day's written notice, to CONTRACTOR, CONTRACTOR fails or refuses to correct the defective or unsatisfactory work and the cost of MCOE's repair or replacement of said defective work shall be deducted from any amounts due or to become due to CONTRACTOR under this Agreement.

#### 4. INDEPENDENT CONTRACTOR

- 4.1 CONTRACTOR shall be deemed at all times to be an independent CONTRACTOR and not an employee of the MCOE. CONTRACTOR shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the MCOE and CONTRACTOR or its agents and employees. Any direction from the MCOE shall be construed as providing for direction as to conformity to MCOE policy and not as the means by which such a result is obtained. The MCOE does not retain the right to control the means or the method by which CONTRACTOR performs work under this Agreement.
- 4.2 CONTRACTOR shall be responsible for all costs and expenses incidental to the performance of services for MCOE as outlined in Appendix A, including but not limited to, all costs of equipment, all employees, agent, and subcontractor costs, all fees, fines, licenses, bonds, or state and federal income tax, unemployment insurance, and all applicable withholdings required or imposed against CONTRACTOR or CONTRACTOR'S employees, agents or subcontractors.

#### 5. INSURANCE

Without in anyway limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement, CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

- 5.1 Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
  - a. Each and every General Liability policy and endorsement shall include the following:
    - 1) Name as Additional Insured the Merced County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
    - 2) State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
    - 3) If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
- 5.2 Automobile Liability Insurance which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per accident.
- 5.3 Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless MCOE from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of this Agreement.
- 5.4 Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

## **6. VERIFICATION OF INSURANCE COVERAGE**

- 6.1 The CONTRACTOR shall furnish certificates of insurance to the MCOE responsible administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the MCOE Director, Business Services of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the MCOE Director, Business Services within (10) ten calendar days of written request.

## **7. INDEMNIFICATION**

- 7.1 CONTRACTOR shall hold harmless, indemnify and defend MCOE, its Board, officials, agents, and employees harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrong conduct of the CONTRACTOR or the sub-contractor. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of MCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. The CONTRACTOR's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the CONTRACTOR's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the CONTRACTOR, its agents, servants or representatives.

## **8. DEFAULT**

- 8.1 If CONTRACTOR fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CONTRACTOR shall be in default. Upon the occurrence of a default hereunder MCOE, in addition to all remedies available to it by law, may immediately, upon written notice to CONTRACTOR, terminate this Agreement whereupon all payments, advances, or other compensation paid by the MCOE to CONTRACTOR while CONTRACTOR was in default shall be immediately returned to the MCOE. CONTRACTOR understands and agrees that termination of this Agreement under this section shall not release CONTRACTOR from any obligation accruing prior to the effective date of termination. In the event of termination due to default, in addition to the foregoing, MCOE may also suspend or withhold reimbursements from CONTRACTOR until such time as the actions giving rise to default have been cured.
- 8.2 CONDITIONS CONSTITUTING DEFAULT. A finding of Default and subsequent termination for cause may include, without limitation, any of the following:
- a. CONTRACTOR fails to obtain or maintain the insurance or endorsements, certifications, licenses, and/or clearances.
  - b. CONTRACTOR fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement.
  - c. CONTRACTOR fails to commence the work to be performed under this Agreement within the time provided or contemplated herein, or fails to complete the work to be performed under this Agreement in a timely manner as required by this Agreement and/or stated in Appendix A Scope of Work and Appendix B Compensation and Schedule of Payments.
  - d. CONTRACTOR fails to submit an invoice for work performed within sixty (60) days of completion of the contract.
- 8.3 TIME TO CURE DEFAULT. The MCOE Responsible Administrator shall provide written notice to CONTRACTOR as to a finding of default, and CONTRACTOR shall take all necessary action to cure said default within five (5) calendar days of the Default or a longer time as MCOE may state in said notice, after which time the MCOE may terminate the Agreement. The MCOE Responsible



Administrator at his/her sole discretion may allow additional days to perform any required cure if CONTRACTOR provides written justification deemed reasonably sufficient.

## **9. DISPUTE RESOLUTION**

- 9.1 Prior to any action or resort to any legal remedy, MCOE and CONTRACTOR agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If MCOE's and CONTRACTOR'S Responsible Administrator cannot resolve disputes through such negotiations, then the each Parties' representative will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the representatives conducting the initial negotiation.
- 9.2 CONTRACTOR understands and agrees that all disputes between it and MCOE based upon an alleged violation of the terms of this Agreement by the MCOE shall be submitted for resolution in the following manner:
- 9.3 The initial step shall be for the CONTRACTOR to notify the MCOE Responsible Administrator in writing of the dispute and submit a copy to the MCOE Purchasing Supervisor.
- 9.4 Should the CONTRACTOR and the MCOE Responsible Administrator fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing, with all supporting documentation, to the Director, Business Services. Upon receipt of said notification the Director, Business Services shall review the issues relative to the dispute and issue a written finding.
- 9.5 Should the CONTRACTOR and the Director, Business Services fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing within five (5) calendar days of the issuance of the written finding to the Deputy Superintendent. Failure to submit such appeal of the written finding within the stipulated time frame shall constitute acceptance of the finding by the CONTRACTOR. Upon receipt of said notification the Deputy Superintendent shall review the issues relative to the dispute and issue a written finding.
- 9.6 If the executives cannot resolve the dispute to the satisfaction of both Parties, then MCOE and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration.

## **10. TERMINATION**

### **MCOE'S RIGHT TO TERMINATE**

- 10.1 MCOE, through its Responsible Administrator has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to work authorized under this Agreement, whether finished or not, must be turned over to the Responsible Administrator. The CONTRACTOR shall be paid all sums earned up to the date of termination as stated in the written notices provided by MCOE, in accordance with provisions of Appendix B, Compensation and Schedule of Payments, provided that said documentation is turned over to the Responsible Administrator within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by CONTRACTOR until all documentation is delivered to the Responsible Administrator.
- 10.2 CONTRACTOR shall have no recourse or remedy from a termination made by MCOE except to retain the fees earned and already disbursed as compensation for the satisfactory work that was performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against MCOE, its officials or employees.

### **11. CONTRACTOR'S RIGHT TO TERMINATE**

- 11.1 The CONTRACTOR shall have the right to terminate this Agreement, in writing, following breach by MCOE, if the breach of contract has not been corrected within sixty (60) days from the date MCOE receipt of a written statement from CONTRACTOR specifying its breach of its duties under this Agreement.
- 11.2 The termination provisions set forth an incremental process for termination that allows the parties the opportunity to communicate regarding their dispute and attempt to informally resolve the matter before terminating the Agreement and thereby avoid unnecessary interruption or costs associated with litigation.

## **12. CONFLICT OF INTEREST**

- 12.1 CONTRACTOR warrants and represents that it has read, understands, and will comply with the Conflict of

Interest laws and requirements for the State of California. CONTRACTOR further represents that to the best of his/her knowledge there exists no actual or potential conflict between the CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of any change in either private interests or services under this Agreement, CONTRACTOR will immediately notify MCOE of any question regarding possible conflict.

### **13. OWNERSHIP OF CREATIONS AND WORK FOR HIRE**

- 13.1 CONTRACTOR hereby assigns to MCOE all right, title, and interest, including, but not limited to, all copyright rights, in all materials and creations created by CONTRACTOR in its performance under this Agreement. CONTRACTOR shall execute any documents necessary to effectuate such assignment, with the exception that CONTRACTOR hereby grants to MCOE an irrevocable, fully-paid royalty-free license to use any document provided to MCOE. CONTRACTOR warrants that it has the lawful right to grant the forgoing license to MCOE.
- 13.2 All tracings, plans, documents, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire. Based on incremental transfer wherein the above shall become the property of MCOE upon payments made to CONTRACTOR or termination of the Agreement without restriction or limitation on their use and will be made available on request, to MCOE at any time during the performance of such services and/or upon completion or termination of this Agreement. CONTRACTOR shall not copyright any material and products or patent any invention developed under this Agreement. MCOE shall have the right to visit the site for inspection of the work and the products of CONTRACTOR at any time. The foregoing provisions shall survive the term and termination of this Agreement.

### **14. PRIVACY OF STUDENT RECORDS**

- 14.1 CONTRACTOR and its employees, agents and volunteers shall comply at all times with the requirements relating to the confidentiality of "Protected Health Information" (PHI) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder (collectively, "HIPAA") as is necessary.
- 14.2 CONTRACTOR and its employees, agents and volunteers shall comply at all times with the requirements relating to the confidentiality of student education records in accordance with federal and state law, including, but not limited to the Family Education Rights and Privacy Act (FERPA) as amended 20 U.S.C. 1232g; 34 C.F.R. § 99.33 (a), (b) and California Education Code§ 49064 and §49076.
- 14.3 If CONTRACTOR obtains access to student education records in connection with the work performed under this Agreement, CONTRACTOR agrees to hold all student education records that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); Cal. Ed. Code§ 49076.)

## **15. AUDIT AND INSPECTION OF RECORDS**

- 15.1 The CONTRACTOR agrees to maintain and make available to the MCOE accurate accounting and other records relative to its obligations under this Agreement. The CONTRACTOR will participate promptly and cooperatively in any audits conducted by the MCOE or its nominee, and permit the MCOE or a representative to perform an audit, examine and make copies from such books and records during regular business hours at a location in Merced County, California or a mutually agreeable location. The CONTRACTOR shall maintain such data and records for a period of not less than five years after a final payments under this Agreement or until after final audit has been completed, whichever is later.

## **16. SUBCONTRACTING**

The CONTRACTOR is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

## **17. ASSIGNMENT**

It is understood, and agreed that the services to be performed by the CONTRACTOR are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the CONTRACTOR without the prior written consent of the Responsible Administrator or her designee.

## **18. NON DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

## **19. WAIVER**

- 19.1 Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

## **20. VENUE**

- 20.1 This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Merced County.

## **21. SECTION HEADINGS**

- 21.1 The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

## **22. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

- 22.1 Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

## **23. SEVERABILITY**

- 23.1 If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

#### 24. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

##### NOTICE TO THE MCOE OFFICE:

Merced County Office of Education  
632 W. 13th Street  
Merced, CA 95341  
Ph: 209-381-6600

##### NOTICE TO THE CONTRACTOR

CONTRACTOR	
CONTACT PERSON NAME	
STREET ADDRESS	
CITY	
STATE	
ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	
TAXPAYER I.D.	

#### 25. NO THIRD PARTY BENEFICIARY

No persons other than the CONTRACTOR and MCOE shall have any rights whatsoever under this Agreement.



**26. SIGNATURES OF THE PARTIES**  
**CONTRACTOR APPROVED:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MERCED COUNTY OFFICE OF EDUCATION**  
**APPROVED BY:**

\_\_\_\_\_  
Steve M. Tietjen, Ed.D. Date

\_\_\_\_\_  
County Superintendent of Schools  
Signature

**APPENDIX A  
SCOPE OF SERVICES**

**Description of Services** - The services to be performed pursuant to this Agreement include the following:

*If additional space is required, please attach additional pages*

**Project Milestones and Deliverables** - CONTRACTOR shall submit invoices to MCOE at the completion of each project milestone provided pursuant to this Agreement in accordance with the dates and times set forth in Schedule B Compensation and Schedule of Payments. Payments will be due upon completion and acceptance of the deliverables specified herein.

<b>Project Milestones</b> List project milestones and number them below	<b>Date for Completion</b> ("On or about" when date is not established)	<b>Location</b> ("On or about" when location is not established)

**Deliverables and Acceptance Criteria**

<b>Deliverables</b> List project deliverables and number them below	<b>Acceptance Criteria</b>

**APPENDIX B  
COMPENSATION AND SCHEDULE OF PAYMENTS**

Total Compensation Amount

The total not to exceed amount of this Professional Services Agreement is

\$

Personnel Name / Job Title / Certification	Rate

The services performed under this agreement will be compensated in accordance with the CONTRACTOR rate schedule noted above.

**Non reimbursable Expenses** - Travel is not a reimbursable expense and all travel costs must be included in the total contract price.

**INVOICES**

INVOICES FOR LEGAL SERVICES, WORKER'S COMPENSATION, EMPLOYEE BENEFITS, AND STUDENT RELATED MATTERS ARE CONSIDERED TO BE CONFIDENTIAL IN NATURE AND SHALL BE SUBMITTED DIRECTLY TO THE MCOE RESPONSIBLE ADMINISTRATOR FOR REVIEW AND APPROVAL.

All non-confidential invoices will be submitted directly to Accounts Payable. MCOE generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. If reimbursement of expenses is authorized, CONTRACTOR shall submit invoices for such expenses, including full documentation of each expense incurred. The invoice shall be accompanied by a separate confidential invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work, the time of performance if payment is on an hourly basis, and itemized reimbursable expenses. Payments are subject to a final review upon completion of services or other termination of this contract.

### Business Associate Agreement (BAA)

Business Associate Agreement (BAA) under HIPAA will be required with the selected contractor, as the electronic health records system will contain protected health information for claim billing purposes, and the Merced County Office of Education is qualified as a covered entity under HIPAA (42 C.F.R § 164.502(a)(1)(ii)).

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	
	6	City, state, and ZIP code	
7	List account number(s) here (optional)		
		Requester's name and address (optional)	

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
	<div></div>	<div></div>

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they