



1411 East 31st Street  
Oakland, CA 94602

**REQUEST FOR PROPOSAL NO. AHS17-3**

**SPECIFICATIONS, TERMS AND CONDITIONS FOR**

**CONSULTING SERVICES FOR A SEISMIC EVALUATION**  
**OF ALAMEDA HEALTH SYSTEM'S ACUTE CARE FACILITIES**

**OPEN - February 24, 2017**

**RESPONSES DUE BY**

**March 28<sup>TH</sup>, 2017**

**AT**

**ALAMEDA HEALTH SYSTEM**  
**Attention: Shevon Korth Contract**  
**Administrator**  
**7677 Oakport Street, 12<sup>th</sup> Floor**  
**Oakland, CA 94521-2026**



1411 East 31st Street  
Oakland, CA 94602

February 24, 2017

RE: Request for Proposal for a Consulting Firm to evaluate the Alameda Health System's acute care hospitals to ensure compliance with all Office of Statewide Health Planning and Development (OSHPD) seismic requirements for the next 15 years.

Forwarded by e-mail

Dear Sir/Madam:

Alameda Health System (AHS) is seeking proposals from qualified and experienced consulting structural engineering firms to perform seismic evaluations and assessments of AHS's acute care hospitals to ensure compliance with all OSHPD seismic requirements and other legislative changes that maybe planned over the next 15 years; see Attachment G for a list of the facilities and a brief summary of the services provided at these facilities. The intent of this RFP and the ensuing process is to provide vendors with the information, requirements, and specifications necessary for the preparation of a comprehensive proposal. Specific terms and conditions are outlined.

Local, minority and women owned businesses are especially encouraged to submit a proposal for these seismic consulting services.

### **Background**

AHS is a major public health care provider and medical training institution recognized for its world-class patient and family centered system of care. AHS serves as the "Safety Net" provider in Alameda County. AHS provides comprehensive, high quality medical treatment, health promotion, disease prevention and health maintenance in an integrated system of hospitals, clinics, and health services. The Highland, John George and Fairmont campuses primarily treat patients from government programs or the uninsured. The Alameda and San Leandro campuses treat additional patients with commercial insurance.

## **Qualifications**

Proposer firms must be qualified to provide consulting services to evaluate the health system acute care hospitals to ensure compliance with all OSHPD seismic requirements for the next 15 years.

Proposers may ask questions regarding the proposal expectations, and AHS will submit questions and responses to all Proposers on the identified solicitation list. The list of solicited firms will be available upon request.

## **Proposal Requirements and Proposer Minimum Qualifications**

- 1) The goal of this RFP is for proposers to respond with a comprehensive proposal, which includes the information requested from the Proposer. Incomplete RFPs will not be considered for the engagement.
- 2) Proposals shall be valid for a one hundred and twenty (120) day time frame.
- 3) Insurance - The proposer shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified in Exhibit C of the attached Service Agreement.
- 4) Demonstrate the proposer has the ability to create strategic planning options and recommendations from the data collected as it applies to each site and the system as a whole.
- 5) Proposal must demonstrate the proposer has knowledge and experience with OSHPD, Seismic laws and other regulatory requirements for healthcare facilities.

## **Contractual requirements:**

- 1) AHS will make available the AHS standard template language for agreements so that the Proposers are aware of contractual language that will govern these services (*attached as Attachment 1*).
- 2) If a Proposer desires any additions, deletions or modifications to the standard template agreement, they must submit a request for such additions, deletions or modifications with the proposal. With the exception of any requests for such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the form of agreement.
- 3) If proposer's exceptions to AHS' Standard Terms and Conditions are deemed unacceptable by AHS, AHS may determine that to be the basis for rejection of the proposal (*see ATTACHMENT E*). Alternatively, AHS may, at its sole discretion choose to negotiate those terms as part of the proposal evaluation and selection process.
- 4) The agreement is not exclusive, and AHS has the right to enter into agreements with other firms for additional services.
- 5) Proposer will include a "Fee Schedule" in the agreement based on the expected compensation. If AHS requests additional resources/services, the agreement may be amended to accommodate such services based on the AHS request. Additional services requested by AHS will be compensated in accordance with the rates provide in proposers' cost proposal.

**Confidentiality:**

- 1) All responses to this RFP become property of AHS and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq. Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between AHS and any Proposer regarding the procurement, shall be available to the public
- 2) If a Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that AHS withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal as confidential. AHS will not honor such designations and will disclose submittals so designated to the public
- 3) If a Proposer requests that AHS withhold from disclosure information identified as confidential, and AHS complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless AHS from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against AHS or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information
- 4) If a Proposer does not request that AHS withhold from disclosure information identified as confidential, AHS shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to AHS.

## 1. **RFP Submission**

Completed proposals are due by March 28, 2017. AHS expects to make a decision no later than April 14, 2017, with a projected start date of May 1, 2017.

1.1 Implementation Schedule: The following schedule is subject to change at the sole discretion of AHS.

<b>Event</b>	<b>Date and Time</b>
RFP Release	February 24 2017
<b>Site Walk or Interview</b>	<b>March 9 – 14, 2017 (TBD)</b>
Deadline to ask questions (RFP)	March 17 - 5:00 P.M.PST
<b>Response to Questions Submitted</b>	<b>March 22, 5:00 P.M. PST</b>
Request for Proposal's due	March 28 – 5:00 P.M. PST
<b>Review of Proposals</b>	<b>March 29 – April 3<sup>rd</sup> (Time TBD)</b>
RFP Negotiations/Interview (if applicable)	April 4 <sup>th</sup> – April 10th (Time TBD)
<b>Tentative Award of Contract</b>	<b>April 14, 2017</b>

## 2. Proposal Response Deadline:

Proposals must be received on or before March 28, 2017. It is the Proposer's responsibility to insure that its proposal is received in its entirety and without exception by the Proposal Response Deadline date and time. Any proposal received after the date and time specified may not be accepted, read, or evaluated.

Submit the proposal via certified mail to:

Shevon Korth  
 Contract Administrator  
 Alameda Health Systems  
 7677 Oakport Street,  
 Oakland, CA 94621  
 510-618-5705  
[skorth@alamedahealthsystem.org](mailto:skorth@alamedahealthsystem.org)

- Proposers may submit written questions via email to [skorth@alamedahealthsystem.org](mailto:skorth@alamedahealthsystem.org) on or before March 17, 2017, 5:00 p.m. The email subject line must read: "RFP- Consulting services for a seismic evaluation of AHS' acute care hospitals 2017". AHS will compile all questions and will respond to such questions through email responses to all potential bidders by March 22, 2017.
- Proposers are prohibited from obtaining information about this proposal process from any AHS personnel except as provided herein. To insure the proper and fair evaluation of a proposal or

bid, AHS prohibits ex parte communication by the Proposer to an AHS Official or Employee prior to the time a selection has been made. Communication between Proposer and AHS will be directed in writing to the Contract Administrator or designated contact person only. The Contract Administrator will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

5. Inquiries received after the specified date and time may not be accepted. No telephone calls will be entertained. The questions and official AHS responses will be sent to **all** prospective Proposers email addresses on record.
6. Expenses for developing and presenting proposals shall be the entire responsibility of the Proposer and shall not be chargeable to AHS. All supporting documentation and manuals submitted with this proposal will become the property of AHS unless requested by the Proposer, in writing, at the time of the submission, and agreed to, in writing, by AHS.
7. AHS may select some respondents, but not necessarily all, to continue the discussion regarding entering into a formal business relationship for Seismic Consulting Services. AHS has the sole right to determine what firm it desires to engage and the awarded agreement may not go to the lowest priced proposal;
8. Upon AHS selection of a firm; a contract will be completed that includes the applicable proposal language and compensation rates/Not to Exceed Amount, the obligations of the parties; time frames and other important requirements.
9. To expedite the review process and to obtain the maximum degree of information from the Proposer, the contents of the proposal should include a clear and complete identification of the material submitted by section, attachment, page number and a table of contents.

### **Proposal Content and Evaluation Criteria**

This section of Proposers' proposals should establish the ability of CONTRACTOR to exceptionally perform the required work by reasons of demonstrated competence in the proposed services to be rendered, the nature and relevance of similar work currently being performed or recently completed, and competitive advantages over other firms in the same industry. The proposal content should include but is not limited to the information below.

Contract award will be made to the Proposer that submits the proposal considered most advantageous to AHS based on the various criteria set forth below:

- 1) **FIRM:** Provide legal name, address, telephone number, email address, type of business organization (partnership, corporation, etc.) and the year the company and/or firm was established. Provide a description of the your organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in making a decision.
- 2) **QUALIFICATIONS & EXPERIENCE:** Provide a listing of the project manager and all key personnel to be utilized on the project, including their educational background, certifications, work history, percentage time commitments for this project, areas of responsibility, knowledge

and experience with OSHPD and Seismic laws and a statement of their particular expertise and experience related to the project.

- 3) STAFFING PLAN: Indicate the total number of projects that will be managed by the designated project manager during the period consultant is managing this project.
  - i. Attach an organizational chart of the office that will be providing the services to AHS.
- 4) REFERENCES: Provide a minimum of three (3) references for similar services completed by the individual project team member(s) within the last years (3) years. Proposer shall connect team members with respective work reference. List should include names, addresses, telephone numbers and e-mail addresses. AHS reserves the right to investigate the references and past performance of any proposer with respect to successful performance of similar projects, compliance with specifications and contractual obligations, and completion of a project on schedule (*see attachment C*).
- 5) SUB-CONSULTANTS: Provide a list (including telephone numbers, addresses, and contact name) and description of tasks, qualifications, and responsibilities of any sub-consultant that your firm intends to hire.
  - a) How do you monitor and ensure services provided by subcontractor (should AHS approve subcontracted services) meet contractual requirements?
  - b) For what length of time have you worked with your proposed subcontractors?
- 6) COST ESTIMATE: On Attachment B, provide a “not-to-exceed” cost estimate for the work to be provided; it can be estimate based on hourly charge-out rates. The cost estimates should be broken down by task and should include a list of charge out rates related to names of key personnel to be used by the vendor during this project. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this Request for Proposal. All costs must be identified. *Please note that AHS will rely heavily on the not to exceed amount and will not grant further increases unless substantial reasons are made for overage.*
- 7) Is your firm able to create strategic planning options and recommendations from the data collected for AHS? If so, please provide AHS with a sample.

### **Proposer Representations**

By submitting a proposal, the Proposer affirms that he/she is familiar with all requirements of the RFP and has sufficiently informed himself/herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, or materials called for in this RFP: that he/she has checked the proposal for errors and omissions: that the prices stated are correct and as intended by the Proposer and are a complete statement of his/her prices for performing the work or furnishing the labor, supplies or materials required.

## **Pre-Award Negotiations/Interview & Award of Contract**

After the proposals are opened, but prior to award, AHS may elect to conduct negotiations with the highest ranked Proposer(s) for purposes of:

- a. Resolving minor differences and information
- b. Clarifying necessary details and responsibilities
- c. Emphasizing important issues and points
- d. Interviewing the proposed Project Team or Consultant

Selection may be made without further discussion, negotiations or Proposer's presentations/Interview; therefore, Proposer shall offer the most favorable terms in response to this RFP. Proposer must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth. Proposer shall include information that will enable AHS to determine the Proposer's overall qualifications. AHS reserves the right to request additional information or clarification on any matter included in the proposal response, to enable the AHS to arrive at the final award decision.

This RFP does not commit AHS to awarding a Contract(s). Proposers shall bear all costs incurred in the preparation of the proposal and participation in the Proposal process. AHS reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to AHS' interest, and the right to waive minor irregularities in the procedures. AHS further reserves the right to reject all proposals and seek new proposals when such procedure is reasonable in the best interest of AHS.

### **Contract Term**

The contract will be for a twelve (12) month period May 1, 2017, to May 31, 2018, unless terminated sooner in accordance with the contract documents. The services and requirements of the contract shall commence at the discretion of AHS.

### **Proposal Format**

1. All offers shall be made following the Proposal Response Format provided below:
  - a. All proposals shall be submitted as Best and Final Offers.
  - b. In order to be considered, one (1) original, two (2) copies and one (1) complete electronic copy delivered by electronic media such as on a flash drive or CD ROM must be received by the RFP due date.
  - c. Proposers will not be allowed to make material alterations to their proposal offers after the proposal deadline unless specifically requested by AHS.
  - d. Each Proposer shall include in their written offer all requirements, terms and conditions they may have, and shall not assume that an opportunity will exist to add such requirements, after the proposal has been submitted.

If you have any questions regarding this RFP please contact Shevon Korth:  
skorth@alamedahealthsystem.org.



## ATTACHMENT 1 - SCOPE OF WORK

### ALAMEDA HEALTH SYSTEM

#### I. SCOPE OF SERVICES

The successful proposal submittal(s) shall demonstrate that the consulting structural engineering firm has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated Scope of Work. This work will enable AHS to evaluate structural and seismic compliance so that a long term strategic plan can be adjusted as needed/appropriate.

The Consultant shall provide comprehensive services including, but not limited to, the following:

##### **1.1 Project Management**

**1.1.1** Provide management services including but not limited to project progress monitoring; coordination; document control and management; development and management of sub consultant tasks;

**1.1.2** Monitor the effort expended as compared to the planned budget and scope, and submit monthly progress reports from initiation to the completion of the project. Monthly progress reports shall accompany invoices for that billing period.

**1.1.3** Attend teleconference calls to keep AHS informed of Consultant's performance, budget status, scope changes, and to resolve issues relating to the budget, work quality and performance of services.

##### **1.2 Review and Assessment of Existing Conditions and current seismic renovation plans.**

Conduct a review of the existing conditions and current renovation plans of AHS' acute care hospitals that will include:

###### **1.2.1** Site visits

1.2.1.1 Conduct site visit(s) for each acute care facility location to assess the physical infrastructure. Site review will include review of OSHPD record drawings.

1.2.1.2 Meet with Facility's Engineering site lead. Review facility construction history and current renovation plans as applicable (related to SB90 compliance).

**1.2.5** Provide a report on the findings of the evaluation completed in Section 1.2.1, for each acute care facility. The report should include:

**1.2.5.1** Structural and seismic compliance based on the current and future requirements over the next 15 years.

**1.2.5.2** Assessment of current renovation project seismic compliance.

**1.2.5.3** Recommendations and alternative options for any seismic compliance requirements not met in the next 15 years.

##### **1.3 Additional Services**

In general, any services necessary during the course of the services that could not have reasonably been foreseen by an experienced seismic or structural evaluation consultant may be considered to be additional services. Any additional services identified shall be negotiated with the Consultant.

## **II. DELIVERABLES**

For each facility to be evaluated, vendor shall provide the following deliverables:

- An Action Plan outlining each major activity to be conducted (detail level to be commensurate with the complexity of the requested service)
- Review of physical buildings, OSHPD/Building drawings and current renovation plans to achieve seismic compliance (as applicable).
- Detailed seismic evaluation to reveal all current and/or future seismic non-compliance of the structures as applicable. Report must reference building code, regulatory requirements and/or laws referenced for any non-compliance.
- Detailed report and presentations to AHS of each facility status, compliance and any findings during evaluation.
  - For any facility requiring action to remain in seismic compliance over the next 15 years: recommendation actions and alternate methods to achieve compliance.

## **III. SCHEDULE OF SERVICES**

Days and hours of services shall be scheduled by the **AHS** Chief Operating Officer or designee.

## **IV. REPORTING RELATIONSHIPS / MONITORING RESPONSIBILITY**

Contractor shall report to the AHS Chief Operating Officer or designee.

## **V. REQUEST FOR PROPOSAL RESPONSE**

The Request for Proposal Response is incorporated into this RFP.

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ATTACHMENT A – BID ACKNOWLEDGEMENT  
CONSULTING SERVICES SEISMIC EVALUATION

The Alameda Health System (AHS) is soliciting bids from qualified Contractors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes of any kind shall be permitted to Attachment B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by AHS, will be paid by AHS unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to AHS is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as AHS; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to AHS are exempt from certain Federal excise taxes. AHS will furnish an exemption certificate.
4. Award: (a) Unless otherwise specified by the Contractor or the RFP gives notice of an all-or-none award, AHS may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within one hundred and twenty (120) days of opening, unless otherwise specified in the RFP. .
5. Patent indemnity: Contractors who do business with AHS shall hold AHS, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. Samples: Samples of items, when required, shall be furnished free of expense to AHS and if not destroyed by test may upon request (made when the sample is furnished), be returned at the Contractor's expense.
7. Rights and remedies of AHS for default: (a) In the event any item furnished by Contractor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by Contractor with its bid, AHS may reject the same, and it shall thereupon become the duty of Contractor to reclaim and remove the same forthwith, without expense to AHS, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should Contractor fail, neglect or refuse so to do AHS shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to Contractor the difference between the prices named in the contract or purchase order and the actual cost thereof to AHS. In the event that Contractor fails to make prompt delivery as specified for any item, the same conditions as to the rights of AHS to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the Contractor. (c) The rights and remedies of AHS provided above

shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

- 8. Discounts: (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by AHS at the billing address specified, if the latter date 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 AHS warrant check.
- 9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Contractor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor.
- 10. No guarantee or warranty: AHS makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the Contractor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFP?

By: \_\_\_\_\_  
 Date \_\_\_\_\_ Phone \_\_\_\_\_

Printed Name and Title Signed  
 Above: \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT B – FEE SCHEDULE  
ALAMEDA HEALTH SYSTEM  
FOR  
CONSULTING SERVICES SEISMIC EVALUATION**

Name of Firm: \_\_\_\_\_  
 Office Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_

**BID FORM**

AHS is interested in entering into a contract with a consulting firm to provide the said services. Please indicate your proposed rates in the attached.

Labor Classification	Hourly Rate

For the proposed term of the agreement, provide the classification and hourly rates of your sub consultant’s staff.  
**Any individual firm’s sub-consultant work should not exceed 50% of the total work.**

Labor Classification	Hourly Rate

Proposers Not To Exceed Amount:	
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Per the RFP, AHS will rely heavily on the not to exceed amount and is reluctant to grant further increases unless substantial reasons are made for overage.

Proposers must complete this cost proposal form. Alternate proposals shall be submitted with ATTACHMENT E of this RFP. Alternates must accompany a submission according to the specifications.

**ATTACHMENT C**

**ALAMEDA HEALTH SYSTEM**  
**FOR**  
**CONSULTING SERVICES SEISMIC EVALUATION**

**CURRENT REFERENCES**

Respondents are to provide a list of three (3) current clients in the area provided below. References shall be provided as required per the RFP specifications, terms and conditions. References should have similar volume and requirements to those outlined in these specifications, terms and conditions.

AHS may contact some or all of the references provided in order to determine the proposer's performance record on work similar to that described in this request. AHS reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

**ATTACHMENT D**

**ALAMEDA HEALTH SYSTEM**  
**FOR**  
**CONSULTING SERVICES SEISMIC EVALUATION**

**Submit IRS Form W-9**

Applicants are required to submit a completed and current W-9



**ATTACHMENT E  
ALAMEDA HEALTH SYSTEM  
CONSULTING SERVICES SEISMIC EVALUATION**

**Exceptions, Clarifications, Amendments**

List below Proposal clarifications, exceptions and amendments including changes to the Agreement, if any, and submit with your proposal response. AHS is under no obligations to accept any exceptions and such exceptions may be a basis for bid disqualification. Alternate proposals shall be submitted in this section.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Contractor Name:

**ATTACHMENT F**  
**ALAMEDA HEALTH SYSTEM**  
**CONSULTING SERVICES SEISMIC EVALUATION**  
**SAMPLE PROPOSAL EVALUATION FORM**

Contractor Name: \_\_\_\_\_

Evaluated By: \_\_\_\_\_

A.	Completeness of Response	Pass/Fail	
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		Weight	X Rating *	= Points
B.	Cost (Not to Exceed Amount)	40		
C.	Experience, expertise, and work with similar projects/services	10		
D.	Staffing Plan	15		
E.	Ability to provide a strategy plan	15		
F.	References	5		
G.	Local, minority and women owned vendors and businesses	5		
H.	Oral Presentation and Interview (if applicable)	10		
Sub-Total				
Evaluation Total				

\* 5 = Excellent                      2 = Fair  
 4 = Above Average                1 = Poor  
 3 = Average

This sample proposal evaluation form is provided for information only. The form used by AHS to evaluate proposal is subject to change at AHS' sole discretion.

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## ATTACHMENT G

### FACT SHEET - FACILITIES

#### **Highland Hospital**

1411 East 31st Street

Oakland, CA. 94602

(510) 437 - 4800

<http://www.highlandahs.org>

<http://www.highlandwellnessahs.org>

Highland Hospital, located in Oakland, CA, is a major regional trauma center and teaching hospital that delivers primary, specialty, and multi-specialty care. Within the Highland campus are Centers of Excellence in Maternity Services, Gastroenterology, Surgery, Orthopedics, Geriatrics/Senior Care, and Trauma.

Emergency and Trauma

- Northern Alameda County's highest level Trauma Center serving over 2,000 critically injured patients per year
- Inpatient/Outpatient Care
- Full range of services including Cardiac, Cancer, HIV/AIDS, Orthopedics, Dental, Diabetes, Respiratory, Substance Abuse Treatment and Maternal/Child Health
- Medical interpretation in 24 languages through in-person staff and state of the art videoconferencing
- Teaching Hospital
- Residencies in Emergency Medicine, Surgery, Oral Surgery, Internal Medicine, Primary Care, Transitional Care.

#### **John George Psychiatric Hospital**

2060 Fairmont Drive

San Leandro, CA. 94578

(510) 346-1400

<http://www.johngeorgeahs.org>

John George Psychiatric Hospital, located in San Leandro, CA, provides psychiatric emergency and acute care services to adults experiencing severe and disabling mental illnesses.

Services include:

- Inpatient psychiatric services (approximately 3,200 admissions per year)
- Psychiatric Emergency Service treats more than 95% of acute psychiatric emergencies in Alameda County
- Inpatient Substance Abuse Treatment

## **San Leandro Hospital**

13855 East 14th St.  
 San Leandro, CA 94578  
 (510) 357-6500  
<http://www.sanleandroahs.org>

San Leandro Hospital is a 93-bed community-based hospital that provides inpatient and outpatient services including medical, surgical and intensive care. The hospital serves central Alameda County, a community of 265,000 people. There is an active renovation plan to move acute rehabilitation services from our Fairmont Hospital to the San Leandro Hospital after major renovation.

Medical services include 24-hour emergency services, a 13-bed, Level II Emergency Department, critical care, a full complement of skilled surgeons, rehabilitation services, and ancillary services.

Specialty Services – Specialized hospital programs include:

- Cardiology
- Emergency Services
- Imaging Services
- Infectious Disease Services
- Kidney Care
- Lab Services
- Respiratory Care
- Social Work Services
- Surgical Specialty Services including General, Orthopedic, Vascular and ENT.

## **Alameda Hospital**

2070 Clinton Ave.  
 Alameda, CA 94501  
 (510) 522-3700  
<http://www.alamedaahs.org>

Alameda Hospital, Sub Acute Unit  
 2070 Clinton Avenue  
 Alameda, CA 94501

Alameda Hospital, located in Alameda, is a 281-bed acute care hospital with 100 acute care beds, 35 subacute beds and 146 skilled nursing facility beds (Waters Edge and South Shore). There is also a Wellness Clinic located at South Shore. The hospital provides a full range of emergency,

acute, post-acute inpatient, outpatient, surgical, and wellness services. The hospital serves as the primary health care resource for the residents of Alameda and provides specialty and long term care services for the broader East Bay Area. The facility has nearly 200 board-certified physicians on staff. Its physicians, employees and volunteers are committed to providing the community with quality, compassionate and personalized health care.

There is a current major renovation planned to relocate the kitchen from the “East Building” into the “West Building” to achieve SB90 compliance.

**ALAMEDA HEALTH SYSTEM  
STANDARD AGREEMENT**

THIS AGREEMENT is made and effective this   1st   day of May, 2017 by and between the Alameda Health System, a Public Hospital Authority organized and existing under the laws of the State of California, hereinafter referred to as the "AHS", and \_\_\_\_\_, hereinafter referred to as the "**Contractor**".

WITNESSETH: That the **Contractor** for and in consideration of the covenants, conditions, agreements, and stipulations of the **AHS** hereinafter expressed, does hereby agree to furnish the **AHS** services and materials, as follows, and/or as described on exhibits attached to and incorporated herein.

Attached hereto are Exhibits A, B, C, D and E, which by this reference are made part of this Agreement. **Contractor** shall be compensated in accordance with Exhibit B for the services provided within Exhibit A. **Contractor** shall at all times maintain in force those insurance policies as designated in the attached Exhibit C, and comply with all those requirements as stated within Exhibits D and E, unless this Agreement specifically provides those Exhibits are inapplicable.

CONTRACT PERIOD will be from \_\_\_\_\_ through \_\_\_\_\_, unless terminated earlier in accordance with the provisions of this Agreement.

In no event shall the **Contractor** be paid in an amount greater than \$\_\_\_\_\_ for the stated term of the Agreement, as set forth above, for the services described or referred to in this Agreement. **AHS** shall not be liable to **Contractor** for any payment or claim for any service(s) rendered under this Agreement in excess of \$\_\_\_\_\_ unless and until this Agreement is modified, in writing, and executed by officials authorized to bind **AHS**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

	ALAMEDA HEALTH SYSTEM A PUBLIC HOSPITAL AUTHORITY
CONTRACTOR	
BY _____  _____ _____  _____	BY _____  _____ _____  _____
Print Name and Title	(Name) (Title)
Street Address	Date
City, State, Zip Code	

Phone: \_\_  
Date: \_\_\_\_\_

Approved as to form via email:  
Associate General Counsel, AHS

## 1. CONTRACTUAL RELATIONSHIP

No relationship of employer and employee is created by this Agreement, it being understood that **Contractor** shall act hereunder as an independent contractor; that **Contractor**, its officers and employees do not become employees of **AHS** and shall not have any claim under this Agreement or otherwise against **AHS** for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits, civil service protection, or employee benefits of any kind. **Contractor** shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes and Social Security taxes, and in connection therewith **Contractor** shall indemnify and hold **AHS** harmless from any and all liability which **AHS** or the County of Alameda may incur because of **Contractor**'s failure to pay such taxes.

**Contractor** does, by this Agreement, agree to perform said work and functions at all times in strict accordance with currently approved methods and practices and that the sole interest of **AHS** is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by **AHS**.

Notwithstanding the foregoing, if **AHS** determines that pursuant to State and Federal law **Contractor** is an employee for purposes of income tax withholding, **AHS** shall withhold from the payments to **Contractor** hereunder Federal and State income taxes and Social Security taxes and pay said sums over to the federal and state governments.

## 2. HOLD HARMLESS/INDEMNIFICATION

Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorney fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death), or damages to any property or property right, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents, in connection with this Agreement.

For purposes hereof, "third party" shall mean a person or entity wholly unrelated to the indemnified party or any affiliate thereof, and shall not include any affiliate or assignee of the indemnified party or any other person or entity under the control of or acting in concert with the indemnified party, whether directly or indirectly.



a. **Notice.** The indemnified party shall promptly notify the indemnifying party of any claim for which indemnification is sought, provided however the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure. The obligations of indemnity shall survive the expiration or termination of the Agreement.

b. **Waiver of Implied/Equitable Indemnification.** No party to this Agreement or any other person or entity shall be entitled to any form of implied or equitable indemnification at any time, whether based on a theory of contract, torts (including negligence), strict liability or otherwise, and any right thereto is hereby irrevocably waived and disclaimed by each of the parties.

### 3. **LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITIES ARISING UNDER SECTION 2 HEREOF (HOLD HARMLESS/INDEMNIFICATION) IN THE CASE OF THIRD PARTY CLAIMS, AND LIABILITIES ARISING UNDER SECTION 7(E) OF THE BUSINESS ASSOCIATE AGREEMENT (EXHIBIT E), TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE CONTRACTOR AND AHS WAIVE CLAIMS AGAINST EACH OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, IRRESPECTIVE OF THE BASIS OF SUCH LOSS OR DAMAGE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN; NOR SHALL EITHER PARTY BE LIABLE FOR LOSS OF PROFIT, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY.

### 4. **INSURANCE**

**Contractor** shall at all times during the term of this Agreement with **AHS** maintain in force those insurance policies as designated in the attached Exhibit C, “Insurance Requirements for Professional Services Contracts”, and will comply with its applicable “Additional Requirements and/or Conditions”.

### 5. **WORKERS' COMPENSATION**

**Contractor** shall provide Workers' Compensation insurance at **Contractor**'s own cost and expense and further, neither **Contractor** nor its carrier shall be entitled to recover any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

## 6. CONFORMITY WITH LAW, STANDARDS AND SAFETY

a. **Contractor** shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including The Joint Commission standards for compliance and accreditation, State Department of Health requirements, as set forth in California Code of Regulations, Title 22, and all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. **Contractor** shall furnish services that permit **AHS** to comply with all applicable Centers for Medicare and Medicaid Services (CMS) conditions of participation and standards of contracted services. All services performed by **Contractor** must be in accordance with these laws, ordinances, codes and regulations. **Contractor** shall indemnify and hold **AHS** harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

Contractor and its employees and subcontractors will report potential identified compliance issues to **AHS**'s Contract Manager or Compliance Officer when identified.

b. **Excluded Provider.** Contractor represents and warrants to **AHS** that: (a) neither Contractor nor any of its employees performing any services under the Agreement is ineligible to participate in any federal or state procurement or non-procurement program or is being or is excluded from participation in a federally-funded health care program, including Medicare, or Medi-Cal; and (b) no subcontractor performing any services under the Agreement is ineligible to participate in any federal or state procurement or non-procurement program or is being or is excluded from participation in a federally-funded health care program, including Medicare or Medicaid. Upon the occurrence of an event described in the foregoing subsections (a) or (b), **Contractor** immediately shall provide written notice of the event to **AHS** and **AHS** shall have the right to terminate the Agreement for cause.

c. **Contractor** agrees to participate in **AHS** Compliance Program trainings when offered or in the alternative provide a written copy of its own Compliance Program to **AHS**' contract monitor within sixty days after the execution of this Agreement. **Contractor**, when applicable, shall complete all necessary HIPAA training as may be required by **AHS**.

d. **Contractor** agrees to abide by any rules, regulations and any other policies and procedures covering the **Contractor** established by **AHS** including but not limited to conformity with **AHS** health screening requirements.

## 7. PAYMENT

a. Payment to **Contractor** will be made only upon presentation of proper claim by **Contractor** subject to the approval of **AHS**.

b. In no event shall the **Contractor** be paid in an amount greater than the amount listed on Page 1 Paragraph 5 of this Agreement, for the stated term of the Agreement, for the services described or referred to in this Agreement. **AHS** shall not be liable to **Contractor** for any payment or claim for any service(s) rendered under this Agreement in excess of the amount listed on Page 1, Paragraph 5 of this Agreement unless and until this Agreement is modified, in writing, and executed by officials authorized to bind **AHS**.

## 8. INVOICE DISPUTE RESOLUTION

In the event that any invoiced amount is disputed in good faith by **AHS**, **AHS** shall deliver written notice of such disputed amount to **Contractor** within thirty (30) days of the date of the invoice and such notice shall toll **AHS** payment obligation until resolution of the dispute as described herein. Upon receipt of written notice of a billing dispute, **Contractor** shall promptly deliver to **AHS** any backup or other information reasonably necessary to support the correctness of any disputed amount. **AHS** shall have fifteen (15) days ("**Review Period**") from date of receipt of such information to examine such information and shall pay all portions of such disputed amount which have been substantiated by such information. In the even the Parties are unable to resolve any remaining dispute amount within fifteen (15) days after the end of the Review Period; either Party may explore any remedies available to it.

## 9. TRAVEL EXPENSES

**Contractor** shall not be allowed or paid travel expenses unless set forth in this Agreement.

## 10. WORK PRODUCTS AND INVENTIONS

**AHS** shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish and use all original computer programs, writings, sound recordings, pictorial reproductions, drawings and other works of similar natures produced in the course of or under this Agreement; and **Contractor** shall not publish any such material without prior written consent of **AHS**.

## 11. CONFIDENTIALITY OF INFORMATION

The parties acknowledge that in the course of **Contractor** performing the services each party may be furnished with, receive or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. (For avoidance of doubt, the Deliverables (except for any **Contractor** materials contained in the Deliverables) shall not be considered confidential information of **Contractor**.) The receiving party agrees to (i) receive such confidential information in strict confidence and not disclose it to any third party without the prior written consent of the party; (ii) accord such confidential information at least the same level of protection against unauthorized use or disclosure that the receiving party customarily accords to its own confidential information of a like nature, but in no event less than reasonable care; and (iii) use

such confidential information solely and exclusively for the purposes of and in accordance with the terms of the Agreement. Notwithstanding the above, neither party shall be liable for disclosure or use of any particular confidential information of the other party if the same (i) is or becomes known to the receiving party on a non-confidential basis without breach of any obligation of confidentiality; (ii) is independently developed by the receiving party without reference to the other party's confidential information; or (iii) is legally required to be disclosed. This section shall survive the termination of the Agreement. Promptly following termination or expiration of the Agreement the parties shall, upon request of the disclosing party, destroy and/or deliver to the furnishing party all confidential information received during the performance of the services.

**HIPAA.** The parties understand and agree that **AHS** and each of its facilities are Covered Entities under HIPAA. Where required under the HIPAA Privacy Rule (45 C.F.R. §164.504 (e) (1)), a Business Associate Addendum (“BAA”) is attached and incorporated herein as Exhibit E.

**Information Subject to the Public Record Act and Other Disclosure Laws.** The parties understand and agree that **AHS** is a public entity and thus subject to the California Public Records Act (Government Code Section 6250 et seq.) and its relevant disclosure requirements. Under certain circumstances, **AHS** may be required to disclose information including the contents of this Agreement in accordance with the California Public Records Act or other applicable sections of the California Code as well as federal laws.

If **AHS** notifies **CONTRACTOR** of a request for disclosure of any of **CONTRACTOR** Confidential Information, **CONTRACTOR** must notify **AHS** within five (5) business days if there is any information in the Agreement that **CONTRACTOR** requires to withhold from disclosure. If **Contractor** fails to respond within five (5) business days, **Contractor** understands and agrees that it will waive its opportunity to object to disclosure by **AHS** to a third party. **AHS** shall not be liable to **Contractor** for any information that **AHS** disclosed as a result of **Contractor** failing to respond timely as prescribed herein. If **Contractor** requests that **AHS** withhold from disclosure information identified by **Contractor** as confidential, and **AHS** complies with **Contractor**'s request, **Contractor** shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless **AHS** from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting **Contractor**'s information), and pay any and all costs and expenses related to the withholding of **Contractor**'s information.

## 12. CONFLICT OF INTEREST

The Parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. **Contractor**, and any and all agents or employees of **Contractor** agree to complete and submit, on an annual basis or upon request, conflict of interest disclosure forms, in a form and format required by **AHS**, to the Clerk of the Board of Trustees.

**Contractor** nor any member of **Contractor**'s family shall serve on any **AHS or any AHS Affiliates** board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises **Contractor**'s operations, or authorizes funding to **Contractor**.

**No Financial Interest.** **Contractor** represents and warrants to **AHS** that neither **Contractor** nor any of its affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with **Contractor**'s performance of its duties and responsibilities to **AHS** under this Agreement or otherwise create an appearance of impropriety with respect to this Agreement.

**No Abuse of Authority for Financial Gain.** **Contractor** represents and warrants to **AHS** that neither **Contractor** nor any of its affiliates, nor any employees of either, has used or shall use the authority provided or to be provided under this Agreement to improperly obtain financial gain for **Contractor**, any of its affiliates, any of their employees, or any member of the immediate family of any such employee.

**No Use of Information for Financial Gain.** **Contractor** represents and warrants to **AHS** that neither **Contractor** nor any of its affiliates, nor any employees of either, has used or shall use any **AHS Confidential Information** acquired in connection with this Agreement to obtain financial gain for **Contractor**, any of its affiliates, any of their employees, or any member of the immediate family of any such employee.

### 13. USE OF AHS PROPERTY

**Contractor** shall not use **AHS** premises or property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

### 14. NO AUTHORITY TO BIND

The **Contractor** does not and shall not have any authority to enter into any contract or agreement for, on behalf of or in the name of **AHS**, or to legally bind **AHS** to any commitment or obligation.

### 15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

**Contractor** assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

**Contractor** shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

- a. **Contractor** shall, if requested to so do by **AHS**, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.
- b. If requested to do so by **AHS**, **Contractor** shall provide **AHS** with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state and federal law.
- c. **Contractor** shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- d. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- e. **Contractor** shall include the provisions set forth in paragraphs numbered 15a through 15e (above) in each of its subcontracts.

#### 16. **ASSIGNMENT OF CONTRACT**

Nothing contained in this Agreement shall be construed to permit assignment or transfer by **Contractor** of any rights or delegation of any duties under this Agreement and such assignment, transfer or delegation of duties is expressly prohibited and void unless otherwise approved in writing by **AHS**.

#### 17. **NO THIRD PARTY BENEFICIARIES**

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

#### 18. **DRUG-FREE WORKPLACE**

**Contractor** and **Contractor’s** employees shall comply with **AHS’s** policy of maintaining a drug-free workplace. Neither **Contractor** nor **Contractor’s** employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any **AHS** facility or work site. If **Contractor** or any employee of **Contractor** is convicted or pleads nolo contendere to a criminal drug statute violation occurring at an **AHS** facility or work site,

the **Contractor**, within five days thereafter, shall notify the head of the **AHS** department for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

#### 19. **ACCESS TO RECORDS**

Until the expiration of five years after the furnishing of any services pursuant to this Agreement, **Contractor** shall make available, upon written request, to **AHS** or to the federal/state/county government, or any of their duly authorized representatives, this Agreement, and such books, documents and records of **Contractor** that are necessary to certify the nature and extent of the reasonable cost of services to **AHS**. If **Contractor** enters into an **AHS** approved agreement with any related organization to provide services pursuant to this Agreement with a value or cost of \$10,000 or more over a twelve-month period, such agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to **AHS** or to the federal/state/county government, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the services and costs. This paragraph shall be of no force and effect when and if it is not required by law, or if modified by law, such modification will supersede this clause. **AHS** shall have access to **Contractor**'s financial records for purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder and shall be retained and available for audit purposes for five years after final payment hereunder.

**AHS** shall have the right to conduct an audit/compliance review of **Contractor**, and **Contractor** shall cooperate fully and promptly with such audit. **AHS** may conduct periodic audits of billing and collection services performed by **Contractor** under this Agreement. **Contractor** shall comply within ten (10) business days with any reasonable request of **AHS** for records pertaining to billing, collections, and clinical care.

#### 20. **EMPLOYMENT ELIGIBILITY**

Persons providing services under this Agreement will be required to provide **AHS** the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. **Contractor** shall ensure that its employees providing services under this Agreement are eligible for employment as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the contract as required by the Immigration Reform and Control Act of 1986.

#### 21. **ADMINISTRATIVE RESPONSIBILITIES**

Consistent with Title 22, California Administrative Code, Section 70713, **AHS** retains professional and administrative responsibility for services rendered under this Agreement. **AHS's** retention of these responsibilities shall not alter or modify in any way the hold harmless, indemnification, insurance or independent contractor provisions set forth herein.

22. **TERMINATION**

**Termination at Will.** Either party may terminate this Agreement without cause and without further liability by providing THIRTY (30) days' notice, in writing, to the other party.

**Termination for Breach.** **AHS** may terminate this Agreement upon ten (10) business day written notice of the material breach of this Agreement by **Contractor**, which breach has remained uncured for a period of ten (10) business days from the date of written notice thereof (the "Cure Period"), provided that if the material breach cannot reasonably be cured within the ten (10) days, the breaching party must commence to cure within the ten (10) day period and diligently prosecute the cure until the breach is cured.

23. **COMPLETE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all the covenants and agreements between the parties with respect to the rendering of such services under this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. **LOBBYING**

**Contractor** shall not use any funds provided hereunder to pay the salary or expenses of any person or entity who, while on the job, is engaging in activities designed to influence legislation or appropriations pending before the Congress of the United States, California State Legislature or the Alameda County Board of Supervisors.

25. **NONSOLICITATION OF EMPLOYEES**

During any term under this Agreement, neither party shall directly attempt to employ or retain the services of the other party's employees without the other party's prior written consent. If a party breaches this provision, the other party shall be entitled to recover damages from the breaching party in the amount of the annual base salary in effect for that employee as of the termination of employment. Notwithstanding the foregoing, this paragraph shall not apply to employees who approach such party indirectly in response to the advertisement by such party placed in a newspaper of general circulation or professional publication (including advertisement on the world wide web or an online service) or through a hiring agency.

26. **IMPROPER CONDUCT**

Notwithstanding any other provision of this Agreement, **Contractor** agrees that they, or any member of their staff, if charged with a felony or otherwise engages in improper conduct



which results in a negative impact upon **AHS**, or its officers or employees, **Contractor** shall remove itself or the effected member of their staff from **AHS** premises until such matter is fully resolved to the satisfaction of **AHS**. Prior to removal, **Contractor** may meet with representatives of **AHS** to discuss **AHS**'s concern(s) regarding said charge(s) and/or conduct and **Contractor** shall be provided an opportunity to respond.

## 27. **NOTICES**

All notices to the parties under the terms of this Agreement shall be sent to:

Alameda Health System

1411 East 31<sup>st</sup> Street  
 Attention: Office of the General Counsel  
 1411 East 31<sup>st</sup> Street  
 Oakland, CA 94602

Contractor

## 28. **NON-WAIVER**

The failure of either party to this Agreement to enforce any of its rights hereunder shall not preclude such party from enforcing such rights at a later time or any other rights it may have hereunder.

## 29. **FORCE MAJEURE**

Neither party shall be liable for, or be considered to be in breach of or in default under the terms of this Agreement if prevented, restricted or interfered with from performing any of its obligations as stipulated in this Agreement from reasons that are beyond the reasonable control of the affected party, including but not limited to: fire, earthquake, storms, or other acts of God and elements; acts of terrorism, explosions or other casualty or accident; strikes and labor disputes; court orders; war, sabotage or other violence; any law, order proclamation, regulation, ordinance, or demand or requirement of any governmental agency (a condition hereinafter referred to as a "Force Majeure Condition"). In such Force Majeure Condition, the affected party shall give prompt notice to the other party as to the nature and effect of the problem and use commercially reasonable efforts to rectify such problem as soon as possible.

## 30. **HEADINGS**

The section headings used in this Agreement are intended for convenience of reference and will not by themselves determine the construction or interpretation of any provision of this Agreement.

31. **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

32. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be interpreted under and governed by the laws of the State of California. All claims arising or relating in any way to this Agreement must be brought solely in the County of Alameda, California; and with respect to any such claims, you waive any objection regarding this location being an inconvenient forum, and you consent to personal jurisdiction in the State of California.

33. **SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. **WARRANTY OF AUTHORITY**

Each party represent and warrants to the other that it has all necessary rights, powers and authority to enter into and perform its obligations under the Agreement and that the execution, delivery and performance has been duly authorized by all necessary corporate action. **Contractor** represents and warrants to **AHS** as of the Effective Date there is not and there shall not be, any outstanding obligations that prevents **Contractor** from entering into this Agreement and fully performing its obligations under this Agreement.

35. **SURVIVAL.**

Notwithstanding any provision in this Agreement to the contrary, the following provisions shall survive termination or expiration of this Agreement: Sections 2 (Hold Harmless/Indemnification); 3 (Limitation of Liability); 4 (Insurance); 10 (Work Products and Inventions); 11 (Confidentiality of Information); 19 (Access to Records); 25 (Non Solicitation of Employees).

**EXHIBIT A**  
**DEFINITION OF SERVICES**

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**I. SCOPE OF SERVICES**

**II. SCHEDULE OF SERVICES**

Days and hours of services shall be scheduled by the **AHS** \_\_\_\_\_ or designee.

**III. REPORTING RELATIONSHIP / MONITORING RESPONSIBILITY**

**Contractor** shall report to the **AHS** \_\_\_\_\_ or designee. The **AHS** \_\_\_\_\_ or designee will monitor this Agreement and all work performed by **Contractor**.

**EXHIBIT B**  
**TERMS AND CONDITIONS FOR PAYMENT**

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1. **AHS** will pay **Contractor** \$\_\_\_\_\_ per \_\_\_\_\_ upon submission of a completed statement for each month, or other payment interval as appropriate and agreed upon herein, that services are performed pursuant to this Agreement and certified by the **AHS** \_\_\_\_\_ or designee.
  
2. In no event shall the **Contractor** be paid in an amount greater than \$\_\_\_\_\_ for the stated term of the Agreement, for the services described or referred to in this Agreement. **AHS** shall not be liable to **Contractor** for any payment or claim for any service(s) rendered under this Agreement in excess of \$\_\_\_\_\_ unless and until this Agreement is modified, in writing, and executed by officials authorized to bind **AHS**.
  
3. All payments are due within forty-five (45) days of the receipt of printed invoice, and satisfactory provision of services as listed under Exhibit A. Forward invoices to:

Alameda Health System  
Attn: Accounts Payable  
15400 Foothill Blvd., Bldg. A  
San Leandro, CA 94578

## EXHIBIT C

### INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS

**Contractor:** You are required to provide evidence of insurance shown for the category selected below. Please provide a copy of this form to your Insurance Agent(s).

**Contractor: Use Category that applies to your organization**

- Independent Contractor contract under \$10,000 or Employee Contractor, any contract amount  
– Use **Category A**
- Independent Contractor (No Employees) over \$10,000 - Use **Category B**
- Independent Contractor w/employees, Corporation, Partnership, LLC, Public Entity, Non-Profit Agency, CBO's - Use **Category C**

#### CATEGORY A MINIMUM REQUIREMENTS

**Automobile Liability<sup>(8)</sup>**  
Minimum Limit 15/30/10

**Professional Liability<sup>(3)</sup>**  
Medical \$1,000,000/\$3,000,000  
Other \$1,000,000/\$1,000,000  
**OR**

**Errors and Omissions Insurance<sup>(3)</sup>**  
\$1,000,000

#### CATEGORY B MINIMUM REQUIREMENTS

**Commercial General Liability**  
Minimum Limit \$1,000,000 CSL  
Additional Insured Endorsement

**Professional Liability<sup>(3)</sup>**  
Medical \$1,000,000/\$3,000,000  
Other \$1,000,000/\$1,000,000  
**OR**

**Errors and Omissions Insurance<sup>(3)</sup>**  
\$1,000,000

**Automobile Liability<sup>(8)</sup>**  
Minimum Limit \$1,000,000 CSL

#### CATEGORY C MINIMUM REQUIREMENTS

**Commercial General Liability**  
Minimum Limit \$1,000,000 CSL  
Additional Insured Endorsement  
Exclude "Exclusion" S2013 & S2005<sup>(5)</sup>

**Automobile Liability**  
Minimum Limit \$1,000,000 CSL<sup>(8)</sup>  
Any Auto or Non-owned or Hired

**Professional Liability<sup>(3)</sup>**  
Medical \$1,000,000/\$3,000,000  
Other \$1,000,000  
**OR**

**Errors and Omissions Insurance<sup>(3)</sup>**  
 \$1,000,000/3,000,000  
 Contract Limit \$ \_\_\_\_\_

**Workers' Compensation**  
Statutory or \$1,000,000  
Employers' Liability \$100,000 (minimum)

Form PR01-00

#### MISCELLANEOUS REQUIREMENTS

(May apply to any category)

- Fidelity Bond \$ \_\_\_\_\_
- Crime Insurance \$ \_\_\_\_\_
- Other \_\_\_\_\_ Limit \$ \_\_\_\_\_

### Additional Requirements and/or Conditions

1. **All Insurance Certificates showing proof of insurance must include a 30-day notice of Cancellation.** (Except Personal Automobile may show a minimum of 10 days).
2. **Additional Insured Endorsement** shall name the **County of Alameda, its Board of Supervisors, officers, agents employees, and Alameda Health System\* its Board of Trustees, officers, agents and employees as Additional Insureds** with respect to services being provided. Additional insured endorsement shall be equivalent to **ISO form CG 20 09 10 93.**

\*Certificates of insurance may indicate: “**County of Alameda and Alameda Health System** as Additional Insured”. This is acceptable provided that the actual endorsement to the policy is worded correctly. This is also encouraged if you have contracts with other Alameda Health System Departments.

3. **Professional Liability<sup>(3)</sup>** or Errors and Omissions Insurance is required when contractor is required to be either licensed or certified to practice their trade or profession. \*Behavioral Science MD’s minimum limit \$1,000,000/\$1,000,000 is acceptable.
4. Commercial General Liability coverage shall be equivalent to **ISO form CG O1 O1 96.**
5. **All Commercial General Liability policies must include Personal Injury coverage.**

**Remove “Exclusion”<sup>(5)</sup> S2013 &S2005.** These endorsements exclude coverage for Sexual Harassment, abuse, and molestation, and are required to be removed, if attached, from liability policies where the contractor is providing services to the County’s clients and/or community.

6. Commercial/Business Automobile Liability shall be equivalent to **ISO form CA 00 01 06 92.**

Independent contractors or employee contractors may provide evidence from their personal automobile insurance company. If use of an automobile while servicing the contract is incidental or minimal, the contractor may submit a copy of their personal automobile declaration page if they incur problems obtaining a certificate.

7. Contractors that hire vehicles or have employees or volunteers that use their personal vehicles shall provide non-owned automobile liability coverage.
8. If contractor<sup>(8)</sup> is providing transportation services e.g. transporting clients or goods, \$1,000,000 automobile liability and an additional insured endorsement is required. This requirement is automatic if the transportation condition applies.
9. For Contracts over \$25,000 insurance companies shall have a minimum Best Rating of A- VII or subject to approval by Risk Management. Risk Management must review all contracts over \$25,000.
10. If contractor is self-insured for any of the required coverages, contractor must submit evidence satisfactory to the County of contractor’s financial ability to respond to losses or claims for each self-insured coverage. Governmental Agencies may provide a letter of self-insurance.
11. Professional Liability Deductibles: Risk Management must approve Deductibles over \$25,000.

12. Contractors are responsible for payment of all insurance deductibles.
13. Contractor's insurance must be primary to any other insurance available to the Alameda Health System with respect to any claim arising out of this Agreement.

**Address Certificate of Insurance to:**  
[Nonphyscontr@alamedahealthsystem.org](mailto:Nonphyscontr@alamedahealthsystem.org)

**EXHIBIT D**  
**TRAVEL EXPENSE REIMBURSEMENT PROVISIONS**

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**EXHIBIT E**  
**BUSINESS ASSOCIATE AGREEMENT**

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