



1411 East 31st Street  
Oakland, CA 94602

June 19, 2019

**RE: Request for Proposal (RFP) for Management of the Alameda Health System Medical Equipment Program**

Dear Sir/Madam:

Alameda Health System (AHS) requests proposals from interested firms able to provide management services for the AHS Medical Equipment Program. The AHS Clinical Engineering Department is responsible for the safe operation of all the medical devices used in the diagnosis, treatment, monitoring and care of our patients. Currently, the Clinical Engineering Department has a team of 8 Biomedical Technicians, and is responsible for 9,000 pieces of equipment with imaging currently supported by a contracted service provider.

The goal of this request is to find a qualified firm or firms: i) to provide maintenance and support for high end hospital imaging equipment (“Modality 1”), and/or ii) to provide maintenance and support for general hospital biomedical equipment (“Modality 2”).

AHS is seeking a firm or firms with extensive **hospital/ healthcare experience** and appropriate resources to manage a portfolio the size of AHS. Local businesses are encouraged to submit a proposal, as well as minority and women owned businesses.

**A. Background**

AHS is a major public healthcare 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 and clinics. A detailed list of AHS hospitals and clinics is provided in Attachment 1 - “Fact Sheet – Facilities.”

**B. Scope of Work Structure: Modalities**

AHS is interested in securing separate and clearly labeled proposals for Management of the AHS Medical Equipment Program for one or both of the following distinct Modalities:

1. **“Modality 1”** – this Scope of Work (see Attachment 4) is specific to the **maintenance and support of high end hospital radiology/imaging equipment.**
2. **“Modality 2”** – this Scope of Work (see Attachment 4) is specific to the **maintenance and support of general hospital biomedical equipment.**

**C. Proposer Minimum Qualifications**

1. Proposers are required to provide evidence of insurance generally acceptable in your industry for the type of services to be provided as described in this RFP.
2. A manager(s) with a minimum of **three (3)** years of relevant experience. The manager(s) must be on-site and AHS retains the right to request a change in manager(s).
3. Proposer must conduct criminal background checks on all personnel who will be assigned to provide services, and provide results of such background checks to the AHS Designee.

**D. Proposal Content**

This section of Proposer's proposal should establish the ability of Proposer 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.

Contract award will be made to the Proposer or Proposers that submit the proposal considered most advantageous to AHS based on the various content requirements set forth below.

1. Company Overview

- a. Executive Summary: Provide a brief overview of your organization, including year originated and any other important corporate information. Background of staff and its relevant experience to perform the services solicited.
- b. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
- c. Describe any partnerships or alliances you have in place that may benefit AHS.
- d. State the number of clients for whom you provide such Services.
- e. Proposer shall indicate if they are a local (Alameda County), minority-owned business, women-owned business, and small business.
- g. If applicable, Proposer must complete and submit the attached Subcontractor Information form with its proposal as included in Attachment 9.
- h. Submit IRS Form W-9.
- i. Proposer must demonstrate that it holds all necessary or appropriate business and/or professional licenses to provide the services as required by the contract.
- j. Within the past three years, has the Proposer filed for reorganization, protection from creditors or dissolution under bankruptcy statutes? Is the Proposer subject of any pending litigation or dispute resolution process? If yes, please identify the subject and status of that litigation.

2. Staffing Plan: Proposer shall provide a current Project Organization Chart that indicates the specific personnel assigned to cover the Modality being bid for.

- a. Detailed description of the Accounting Resource(s) that will be assigned to manage the AHS portfolio.
- b. Number of dedicated staff, or FTE equivalents.

- c. Key Personnel:
  - i. Provide information concerning the education background, experience and professional resume of the person(s) who will manage the AHS portfolio. The resume(s) must include Education, Licenses and years of experience with the firm.
  - ii. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work and the day-to-day operations. Identify if those persons presently reside in California or elsewhere. Please indicate if the designated project staff will devote his/her entire time to the project or a percentage of their time. The percentage must be sufficient time to meet the proposed work requirements specified in Attachment 4 – Scope of Work.
3. Scope of Work Response - Proposer shall:
  - a. Provide a Point by Point response to each section in the Scope of Work (Attachment 4) for each Modality.
  - b. Identify which devices would be subcontracted by Proposer to other contractors, if applicable (Attachment 9).
  - c. Provide a detailed, point by point list of excluded services that will be the responsibility of AHS.
  - d. Provide a description of your inventory management program. Please include a description of your process for tracking and locating missing equipment.
  - e. Provide a description of the processes and procedures in place to manage plant maintenance, corrective maintenance, capital planning, forecasting, value analysis, end of life, and the removal and addition of items to the inventory. Include a detailed description of equipment life cycle management. Please provide examples.
  - f. Provide a description of how you track and measure the **performance** of your program. Proposer agrees to meet with AHS representatives on a quarterly basis to undergo service performance review.
  - g. Provide a description of how you manage **IT Risk/Security** issues related to medical devices.
  - h. Provide a list of value added opportunities (for example: nurse training/evaluation services, expert consultants, etc.) available at no additional cost to AHS.
4. Cost Proposal for Services:
  - a. Proposer shall complete the Bid Form (see Attachment 5) for one or both Modalities.
  - b. Proposer shall attach a sample invoice and provide a detailed description of invoice and payment requirements and reconciliation process. Please include any up-front costs that AHS would be responsible for upon execution of a contract.
5. Three (3) Letters of Recommendation from current or previous clients. Please insert the references and contact information in Attachment 6 attached.
6. A statement that the Proposer will work with AHS to complete a formal agreement.
7. An acknowledgement (Attachment 3 attached) to abide by the AHS requirements as detailed in the Scope of Work, which may be amended by AHS as deemed appropriate.
9. All offers shall be made following the Proposal Response Format provided below:
  - a. Proposals shall be valid for a one hundred and twenty (120) day time frame.
  - b. All proposals shall be submitted as Best and Final Offers.

- c. In order to be considered, one (1) original and one (1) complete copy of the proposal(s) on a flash drive must be received by the RFP due date.
- d. Proposer will not be allowed to make material alterations to their proposal offers after the proposal deadline.
- e. 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.
- f. 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 a table of contents, section, exhibit, and page number.
- g. Please make best efforts to keep proposals to thirty (30) pages or less. Please do not include any advertising or marketing material.
- 1. Proposal must be separated into distinguishable sections, and include the following:
  - Company Overview: An overview of the company's history and experience.
  - Staffing Plan: Identify the key personnel who will provide the services.
  - Scope of Work: Point by Point response for each Modality. Clearly Identify Modality.
  - Cost Proposal for Services: Detail proposed fees and invoicing (Attachment 5).
  - References: Provide three (3) references of healthcare entities (Attachment 6).
  - Statement that Proposer will work towards Formal Agreement.
  - Bid Acknowledgment (Attachment 3)
  - Other Exhibits: As applicable.

**H. Proposer's Representations**

By submitting a proposal, the Proposer affirms that he/she is familiar with all requirements of the RFP letter 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.

**I. Pre-Award Negotiations/Interview and Award of Contract**

After the proposals are opened, AHS may elect to conduct discussions 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

Selection may be made without further discussion 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). Proposer 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 at 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 at its discretion.

**J. Contract Term**

The contract will be for a three (3) year term, with an option to renew for (2) two successive (1) one year terms unless terminated sooner in accordance with the contract documents. The services and requirements of the contract shall commence at the discretion of AHS.

**K. Contractual Requirements**

1. AHS expects the selected Proposer to agree to establish the resulting contract using AHS' standard Agreement – Sample Agreement attached in Attachment 2.
2. If Proposer desires any additions, deletions or modifications to the standard contract template, they must submit a request for such additions, deletions or modifications with the proposal in a format similar to Exhibit D provided in this RFP letter. 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 (see Attachment 2) are deemed unacceptable by AHS, AHS may determine that to be the basis for rejection of the proposal.
4. Alternatively, at AHS' sole discretion, the parties may negotiate those terms as part of the proposal evaluation and selection process.
5. The Agreement is not exclusive, and AHS has the right to enter into agreements with other firms for the same or additional services.
6. Compensation will be based on a flat fee/capitalized basis where the vendor will be paid a fixed monthly rate for services provided for a contract amount to be determined and which may be negotiated by the parties as part of the terms of the agreement.
7. AHS will include a "not to exceed" amount in the agreement based on the expected compensation. If AHS requests additional resources/services, the agreement may be amended to increase the "not to exceed" amount based on the AHS request. Additional services requested by AHS will be compensated in accordance with the billing structure provided in the Proposer's cost proposal.

**L. Confidentiality**

AHS is a governmental authority and this proposal, documents and work products will be available to the public upon request.

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.

If 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 that 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.

If 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.

If 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.

**M. RFP Submission and Selection Process**

1. Proposer agrees and acknowledges all RFP specifications, terms and conditions, and indicates ability to perform by submission of a proposal. If a Proposer desires any changes to the RFP specifications, those changes shall be included in the response. Any requested changes not included in the response, at the discretion of AHS, will not be considered timely and will be denied.
2. Incomplete proposals and/or proposals provided after the proposal submission deadline, at the discretion of AHS, will not be considered for the engagement.

| Event                                  | Date and Time                       |
|--|-------------------------------------|
| <b>RFP Release</b>                     | <b>Wednesday, June 19</b>           |
| <b>Written Questions Due</b>           | <b>Wednesday, July 10 by 5 p.m.</b> |
| <b>Facility Walkthroughs</b>           | <b>Week of July 8</b>               |
| <b>Response to Questions Submitted</b> | <b>Wednesday, July 12</b>           |
| <b>Request for Proposals due</b>       | <b>Monday, July 15 by 5 p.m.</b>    |
| <b>DEMO Presentations</b>              | <b>Week of July 22, if needed</b>   |
| <b>Projected Contract Award</b>        | <b>Friday, August 2</b>             |
| <b>Projected Contract Start Date</b>   | <b>Sunday, December 1, 2019</b>     |

3. Interested Proposers must submit the proposal(s) to:  
 Susana Flores  
 Manager, Healthcare Contracting  
 Alameda Health System  
 7677 Oakport Street, 12<sup>th</sup> Floor,  
 Oakland, CA 94621-2026  
 sflores @alamedahealthsystem.org
4. **RFP Communications**. Proposers who have questions regarding the RFP, must submit them via email to Susana Flores, Manager, Contracts, and are not to contact anyone at AHS other than Susana Flores. All questions must be submitted in writing and AHS will provide such questions and AHS’ responses to all vendors on the solicitation list via an Addendum to the RFP letter. The list of solicited firms will be available upon request. **To ensure 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.** 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. **Conflict of Interest:** The Proposer warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to conflict of interest. A conflict of interest exist when there is a relationship with other persons, which makes a PROPOSER unable or potentially unable to render impartial advice to AHS, or the Proposer's objectivity in performing the contract work is or might be otherwise impaired, or the PROPOSER has an unfair competitive advantage. The responder agrees that, if after being awarded the contract and conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Contract Administrator. If a conflict of interest is determined to exist, AHS may, at its discretion, cancel the contract.

AHS may select some respondents, but not necessarily all, to continue the discussion regarding entering into a formal business relationship for MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM MEDICAL EQUIPMENT PROGRAM. AHS has the sole right to determine what firm it desires to engage, which determination will be based on AHS's evaluation of the criteria described herein, and the decision may not go to the lowest priced proposal. **RFP does not commit AHS to awarding a contract. Contract award and AHS obligations pursuant thereto shall commence only after the contract is signed by the successful Proposer and the designated AHS officer and after the contract is signed by all other AHS officials as required by AHS policy and procedures to establish a legally binding contract.**

6. **Gratuities:** It is improper for any AHS officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of any resultant agreement or that the Proposer's failure to provide such consideration may negatively affect AHS's consideration of the Proposer's submission. A Proposer shall not offer or give, either, directly or through an intermediary, consideration in any form to an AHS officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of any resultant agreement. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
7. **Amendments to the Request for Proposal:** AHS reserves the right to amend, supplement, modify, or otherwise change any provision or part of this RFP, and/or the required schedule of events at any time prior to execution of a final written agreement between AHS and the successful Proposer, without any liability or obligation to Proposer. Any such change shall be in the form of an Addendum to this RFP. Each Addendum shall become part of this RFP. Each Addendum shall be made available to each person or organization that AHS records indicate has received this RFP. Should any Addendum require from Proposer additional information not previously requested a Proposal's failure to address the requirements of such Addendum may result in the elimination of the Proposal for consideration.
8. AHS reserves the right to cancel this RFP in whole or in part, at its sole discretion, at any time before the Agreement is fully executed. This RFP does not commit AHS to award an Agreement, to pay any costs incurred by Proposer in the preparation of their proposals submitted in response to this RFP, or to procure or contract for services. AHS reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to AHS's interest at its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. AHS further reserves the right to reject all proposals and seek new proposals when AHS considers such a procedure to be in its best interest.
9. Upon AHS's selection of a Proposer, a contract will be completed which includes the applicable proposal language, pricing and payment terms, the obligations of the parties, time frames and other important requirements. **The estimated start date of the contract is December 1, 2019. If Proposer is unable to meet the estimated start date, Proposer must suggest an alternate date.**

Sincerely,

Susana Flores / Contracts Manager  
Non-Physician Contracts

**Alameda Health System**

7677 Oakport Street, 12th Fl., Oakland, CA 94621-2026

Attachments: Attachment 1 – Facilities Overview  
Attachment 2 – Sample AHS Agreement / BAA  
Attachment 3 – Bid Acknowledgement  
Attachment 4 – Scope of Work  
Attachment 5 – Bid Form/Cost Proposal  
Attachment 6 – References Form  
Attachment 7 – Exceptions, Clarification, Amendment Form  
Attachment 8 – Sample Proposal Evaluation Form  
Attachment 9 – Subcontractor Form  
Attachment 10 – Inventory Lists



## ATTACHMENT 1

### Facilities Overview

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**The Clinical Engineering Department supports the operation of the following sites throughout the Alameda County:**

| Alameda Health System Locations         |  |                        |
|---|--|------------------------|
| Location Name                           | Type of Clinic                                     | Number of Staffed Beds |
| Alameda Hospital                        | Community based hospital                           | 70                     |
| Creedon Advanced Wound Care             | Wound-care   | Outpatient             |
| Eastmont Wellness                       | Wellness and preventive care                       | Outpatient             |
| Fairmont Rehabilitation and Wellness    | Rehabilitation Center and Skilled Nursing Facility | 129                    |
| Hayward Wellness                        | Wellness and preventive care                       | Outpatient             |
| Highland Hospital                       | Level one Trauma Center                            | 169                    |
| Highland Wellness                       | Wellness and preventive care                       | Outpatient             |
| John George Psychiatric Hospital        | Psychiatric care                                   | 69                     |
| Marina Wellness Primary Care            | Wellness and preventive care                       | Outpatient             |
| Newark Wellness                         | Wellness and preventive care                       | Outpatient             |
| Park Bridge Rehabilitation and Wellness | Skilled Nursing Facility                           | 120                    |
| San Leandro Hospital                    | Community based hospital                           | 40                     |
| South Shore Rehabilitation and Wellness | Rehabilitation Center and Skilled Nursing Facility | 26                     |

#### **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

### **Fairmont Hospital**

15400 Foothill Blvd.  
San Leandro, CA. 94578  
(510) 895-4200

<http://www.fairmontahs.org>

Fairmont Hospital, also in San Leandro, is an Acute Rehabilitation Center that is one of the foremost providers of acute rehabilitation services in Northern California, treating severe injuries such as stroke, brain and multiple-trauma. Services include:

#### Rehabilitation

- 50-bed Acute Rehabilitation Center treating Cerebral, Vascular, Neurological, Brain Injury, Spinal Cord Injury, Multiple Trauma, Amputation, Orthopedic Injury and Chronic Pain
- Occupational and Physical Therapy
- Speech Pathology and Audiology

#### Skilled Nursing

- 109-bed Skilled Nursing Facility
- Many residents have multiple diagnoses including neuro-respiratory, substance abuse or other behavioral issues
- Median age is younger than 60

### **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. 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>

|   |  |   |
|---|--|---|
| <b>Alameda Hospital at Park Bridge Rehabilitation and Wellness Center (formerly Waters Edge)</b><br>2401 Blanding Avenue<br>Alameda, CA 94501 | <b>Alameda Hospital South Shore Rehabilitation and Wellness Center</b><br>625 Willow Street<br>Alameda, CA 94501 | <b>Alameda Hospital, Sub Acute Unit</b><br>2070 Clinton Avenue<br>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.

### Wellness Centers

A network of community-based Wellness Centers that expand access to primary care and AHS medical specialties. All primary services are offered at the Wellness Centers to provide continuity of care for patients. Services include Pediatrics, Immunizations, Family Planning, HIV/AIDS, Breast Health, Dental, Podiatry, TB, Minor Surgery, Social Work and Health Education.

Wellness Centers are Federally Qualified Health Care Clinics located at:

|   |   |  |
|---|---|--|
| <b>Eastmont Wellness</b><br>6955 Foothill Blvd., Suite 200<br>Oakland, CA. 94605<br>(510) 567-5700<br><a href="http://www.eastmontahs.org">http://www.eastmontahs.org</a> | <b>Hayward Wellness</b><br>664 Southland Mall<br>Hayward, CA 94545<br>(510) 266-1700<br><a href="http://www.haywardahs.org">http://www.haywardahs.org</a> | <b>Newark Wellness</b><br>6066 Civic Terrace Avenue<br>Newark, CA 94560<br>(510) 505-1600<br><a href="http://www.newarkahs.org">http://www.newarkahs.org</a> |
|---|---|--|

ATTACHMENT 2

**ALAMEDA HEALTH SYSTEM  
STANDARD AGREEMENT - SAMPLE**

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THIS AGREEMENT is made and effective this \_\_\_ day of \_\_\_\_\_ 201\_, 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, E and F, 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, E and F, 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.

CONTRACTOR

ALAMEDA HEALTH SYSTEM  
A PUBLIC HOSPITAL AUTHORITY

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

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

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

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

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.

b. **AHS** is committed to monitoring performance and continually improving the quality of care delivered. **Contractor**, and any of its subcontractors and employees, shall cooperate with and, as necessary, actively participate in the **AHS** performance improvement process. This shall include participation on performance improvement teams and/or committees, cooperation with sentinel event investigations, participation and/or cooperation in disease and case management programs. **Contractor** will additionally participate in preparation for surveys and/or audits by accrediting or regulatory agencies and any plan(s) of correction which may follow.

c. **Accidents.** If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, **Contractor** shall immediately notify **AHS** and the **AHS**, Risk Manager's Office, and the **AHS** Contracting Officer, by telephone. **Contractor** shall promptly submit to **AHS**, the **AHS** Manager and the **AHS** Contracting Officer a written report, in such form as may be required by **AHS** of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of **Contractor**'s subcontractor, if any; (3) name and address of **Contractor**'s liability insurance carrier; and (4) a detailed description of accident and whether any of **AHS** equipment, tools, material, or staff were involved.

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

e. **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.

f. **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**.

g. **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. **USE OF NAME, TRADEMARK AND LOGO**

Contractor shall not use the name, trademarks, service marks or other marks of AHS without AHS' prior written approval.

15. **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.

16. **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.

17. **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**.

18. **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.

19. **DRUG-FREE WORKPLACE**

**Contractor** and **Contractor's** employees shall comply with **AHS'** 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.

20. **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.

21. **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.

22. **ADMINISTRATIVE RESPONSIBILITIES**

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

23. **TERMINATION**

**Termination at Will.** **AHS** 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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **NOTICES**

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

Alameda Health System  
Attention: Vice President, Contracting  
7677 Oakport Street, 12<sup>th</sup> Floor  
Oakland, CA 94621

Contractor Name  
Address  
City

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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); 20 (Access to Records); 26 (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 hour 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**

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**Contractor:** You are required to provide evidence of insurance generally acceptable in your industry for the type of services to be provided under this Agreement.

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

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

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This Addendum supplements and is made part of that (“Agreement”), effective \_\_\_\_\_, 201\_\_\_\_, entered into by and between \_\_\_\_\_, hereafter referred to in this agreement as “Business Associate” and **Alameda Health System** hereinafter referred to in this agreement as “Covered Entity”.

Recitals

- A. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- B. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.413(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R”) and contained in this Addendum.

**1. Definitions.**

- a. “*HIPAA*” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “*HIPAA Regulations*” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.
- c. “*Breach*” shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17921.
- d. “*Business Associate*” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R Section 160.103.
- e. “*Covered Entity*” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 C.F.R Section 160.103.
- f. “*Designated Record Set*” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- g. “*Electronic Protected Health Information*” means Protected Health Information that is maintained in or transmitted by electronic media.
- h. “*Electronic Health Record*” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. “*Health Care Operations*” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. “*Privacy Rule*” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. “*Protected Health Information or PHI*” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- l. “*Unsecured PHI*” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
- m. “*Security Rule*” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms under HIPAA and the HIPAA Regulations.

**2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION (PHI)**

- 2.1 Performance of Services. Except as otherwise limited in this Agreement, Business Associate is permitted to use or disclose PHI on behalf of, or to provide services to, Covered Entity if such use or disclosure of PHI would not violate the HIPAA Regulations or the HITECH Act if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity in connection with the performance of the services provided under Agreement between AHS and \_\_\_\_\_ or such use or disclosure is expressly permitted under Section 2.2 of this Agreement.
- 2.2 Business Activities of the Receiving Party. Unless as otherwise limited in this Agreement, the Business Associate is permitted to:
  - a. Business Associate may use PHI for (i) its proper management and administration, (ii) to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- b. Business Associate may disclose PHI to a third party for the purpose of (i) its proper management and administration; (ii) to fulfill any present or future legal responsibilities; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, it must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from the third party to whom the PHI is disclosed that such Protected Information will be held confidential and only disclosed as required by law or for the purpose for which it was disclosed to the third party; and (ii) a *written* agreement from such third party to immediately notify the Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. 164.502(j)(1).
- d. Business Associate may de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of the HIPAA Regulations. Such resulting de-identified information would not be subject to the terms of this Agreement.

**3. RESPONSIBILITIES OF THE BUSINESS ASSOCIATE WITH RESPECT TO PROTECTED HEALTH INFORMATION**

3.1 Responsibilities of the Receiving Party. With regard to its access, use and /or disclosure of PHI the Business Associate hereby agrees to do the following:

- a. Use and/or disclose the PHI only as permitted or required by this Agreement as defined in Section 2 or as otherwise required by law.
- b. Not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a). Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- c. Report in writing to Covered Entity any access, use or disclosure of the PHI in violation of this Agreement, and any breach of unsecured PHI of which it becomes aware as soon as reasonably practicable.
- d. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper access, use and/or disclosure of PHI that the Business Associate reports to the Covered Entity.

- e. Implement and use formal policies and procedures that address appropriate administrative, physical and technical safeguards to prevent any access, use or disclosure of the PHI other than uses and disclosures expressly provided for by this Agreement.
- f. Ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI and implement administrative, physical and technical safeguards, 45 C.F.R. Sections 164.504(e)(2)(ii)(D) and 164.308(b). Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation, 45 C.F.R. Sections 164.530(f) and 164.530(e)(1).
- g. Make available all records, books, agreements, policies and procedures relating to the access, use and/or disclosure of PHI to the Secretary of the Department of Health and Human Services (“Secretary”) for purposes of determining the Receiving Entity’s compliance with this Agreement, 45 C.F.R. Section 164.504(e)(2)(ii)(H).
- h. Upon prior written request, make available all records, books, agreements, policies and procedures relating to the access, use and/or disclosure of PHI to the Covered Entity within 30 days for purposes of enabling the Covered Entity to determine the Receiving Party’s compliance with the terms of this Agreement.
- i. Document such disclosures of PHI made by Business Associate and any information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and the policies of Covered Entity.
- j. Provide to Covered Entity information collected in accordance with Section 3.1.i of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECT Act, including but not limited to 42 U.S.C. Section 17935(c), and the policies of Covered Entity. Such information shall be provided within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual’s authorization, or a copy of the written request for disclosure, 45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528.

- k. When requested by Covered Entity, Business Associate agrees to provide access to PHI in a designated record set to Covered Entity within ten (10) days in order to comply with the requirements under 45 C.F.R. 164.524 and the policies of Covered Entity.
- l. When requested by Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a designated record set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 and the policies of Covered Entity. Such amendments shall be made by Business Associate within ten (10) days of receipt of a request from Covered Entity.
- m. Subject to Section 6.5 below, return to the Covered Entity or destroy, within 60 days of the termination of the Agreement, all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies whether in paper, electronic, or any other form of media.
- n. Access, use and disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder, 42 U.S.C. Section 17935(b) and 45 C.F.R. Section 164.514(d)(3). Business Associate understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- o. During the term of the Agreement, Business Associate shall notify Covered Entity within seventy-two (72) hours of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies, (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations and (iii) responsibility for the cost of notification. Business Associate is subject to civil and criminal penalties if Business Associate violates the Privacy Rule or the terms of the Agreement.

#### 4. **RESPONSIBILITIES OF THE COVERED ENTITY WITH RESPECT TO PROTECTED HEALTH INFORMATION**

- 4.1 Covered Entity shall not request Business Associate to access, use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity or that is not otherwise expressly permitted under Sections 2 and 3 of this Agreement.

#### 5. **INFORMATION OWNERSHIP**

- 5.1 Information Presumed Owned by Covered Entity. The following provisions control the ownership of PHI Disclosed under this Agreement. These provisions shall not apply to information which (a) is readily available or can be readily ascertained through public sources, (b) a party has previously Received from a source or sources legally entitled to Disclose such Information to the party, or (c) can be demonstrated by documentation to have been



independently developed by the Business Associate without reference to any information provided by the Covered Entity.

- a. All information shall be deemed to be the exclusive property of the Covered Entity, unless (a) otherwise expressly agreed in writing or (b) the information was previously received by the Covered Entity from another party to this Agreement, who did not disclaim ownership in Writing.
- b. A disclosure of PHI shall not transfer legal title to information to the Receiving Party, unless otherwise expressly agreed in Writing.

## **6. TERMS AND TERMINATION OF THE AGREEMENT**

- 6.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in Section 6 of this Agreement.
- 6.2 Termination by the Disclosing Entity. In the event of a breach of any provision of this Agreement by Business Associate, the Covered Entity will: (i) provide the Business Associate within 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate and opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.
- 6.3 Termination by Receiving Party. If the Business Associate makes the determination that a material condition of performance has changed under this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days' notice of its intention to terminate this Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating.
- 6.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Standard Agreement.
- 6.5 Effect of Termination.
  - a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Business Associate shall retain no copies of the PHI.
  - b. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such

PHI, 45 C.F.R. Section 164.504(e)(ii)(2)(I). If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

## 7. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section in HIPAA or the HIPAA Regulations or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. *Survival.* The respective rights and obligations of Business Associate under Section 3 of this Agreement shall survive the termination of this Agreement.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with applicable law protecting the privacy, security and confidentiality of PHI, including, but not limited to, HIPAA, the HIPAA Regulations, and the HITECH Act.
- d. *State Law.* Nothing in this Agreement shall be construed to require Business Associate to access, use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such access, use or disclosure.
- e. *Indemnification.* Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in connection with the representations, duties and obligations of Business Associate under this Agreement.
- f. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- g. *Amendment to Comply with Law.* The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate this Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to this

Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

- h. *Primacy.* To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CONTRACTOR

ALAMEDA HEALTH SYSTEM  
A PUBLIC HOSPITAL AUTHORITY

BY \_\_\_\_\_

BY \_\_\_\_\_

(Name)

\_\_\_\_\_  
Print Name and Title

(Title)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

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

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

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

**EXHIBIT F**  
**HEALTH SCREENING CLEARANCE**

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The Health Screening Clearance (HSC) process required under this Agreement must be met by the following requirements **prior** to providing any on-site services at **AHS** or any **AHS** facility:

1. **Tuberculosis clearance:** A two-step Tuberculin skin test (TST) is required prior to any service with AHS. Documentation of TB skin test administered within the last 12 months will be considered as step 1. Proof of a negative TB skin test within the past 3 months will be considered as step 2. In order to expedite your TB clearance, it is highly recommended that you obtain a two-step TB skin test or TB blood test from your healthcare provider. The two test requirements conform to AHS's Employee Health, Infection Control and CDC requirements. QuantiFeron TB Gold test, and or T-Spot Blood test will be accepted in lieu of TST.

If you have a history of a positive TB skin test or blood test, **documentation of a positive TST or blood test is required**. Documentation of a chest x-ray (CXR) within the last 3 months and completion of a TB symptom review is required. BCG vaccine **does not preclude the need for TB skin testing or chest x-ray**. After one baseline of a negative CXR, annual symptom review is sufficient.

2. **Measles (Rubeola), Mumps, Rubella (MMR):** Proof of immunity via serologic evidence (blood test) or documentation of 2 MMR vaccines.
3. **Varicella:** Proof of Immunity via serologic evidence (blood test) or documentation of 2 Varicella vaccines.
4. **Hepatitis B:** Proof of immunity via serologic evidence (blood test), **if applicable**. Hepatitis B vaccination is highly recommended for those with potential for exposure to blood or other potentially infectious materials.
5. **Influenza (Flu):** CDC guidelines for influenza must be met annually by vaccination or attestation that vaccination has been declined. Per Alameda County Public Health Department, those that decline the Flu Vaccine are required to wear a light surgical mask in patient care areas starting November 1<sup>st</sup> of the current year through March 31<sup>st</sup> of the coming year.
6. **Tdap (Tetanus- diphtheria- pertussis vaccine), if applicable:** All healthcare Contractors who have direct patient contact should receive 1 dose of Tdap. Those in close contact with babies 12 months or younger are highly encouraged to receive 1 dose of Tdap to protect babies under 12 months from pertussis. Tdap is a onetime dose; thereafter, every ten years you should receive a Tdap vaccine.
7. **N95 Respirator Fit Testing & Training, if applicable:** Contractors in identified department areas will require an N95 respirator fit test and training session. The medical evaluation questionnaire must be completed prior to fit testing and training. This requirement conforms to AHS's Infection Control and OSHA requirements. This is an **annual** requirement. **\*\*We will accept proof of N95 Certificate of Passing Fit Testing with the Kimberly Clark Regular/ Small or a 3 M 1860 Small/ Regular within the current year. \*\*Please note Per Cal-OSHA you are required to retest if you have experienced any facial changes and or weight loss.**

Prior to assignment, **Contractor** must ensure that each of **Contractor's** personnel has met the requirements of the Health Screening Clearance (HSC) as set forth in this Exhibit F by providing acceptable and timely documentation to **AHS**. **Contractor** understands and agrees that fees and costs for these HSC tests are the sole responsibility of the **Contractor**.

*Contractor must ensure, in addition to all other requirements under this Exhibit F, that each of the Contractor's personnel assigned to work at any AHS' facility meet annual requirements such as Influenza and TB screening. Contractor must maintain a copy of each of its employees' medical records who are assigned to work at AHS facilities in the event of an audit performed per Section 19 of the Agreement.*

**\*\*END OF ATTACHMENT 2\*\***

**ATTACHMENT 3**  
**BID ACKNOWLEDGEMENT**

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM  
MEDICAL EQUIPMENT PROGRAM**

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Alameda Health System (AHS) is soliciting bids from qualified firms 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 or any kind shall be permitted to Exhibit 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.
4. Award: (a) Unless otherwise specified by the Proposer 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. (c) A valid, written contract mutually negotiated by the parties e-mailed to the successful Proposer within the time for acceptance specified in the RFP time frame. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. Patent indemnity: Proposers 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, if applicable.
6. Rights and remedies of AHS for default: (a) In the event any item furnished by Proposer in the performance of the contract or purchase order, if applicable, should fail to conform to the specifications therefore, AHS may reject the same, and it shall thereupon become the duty of Proposer 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; provided that should Proposer fail, neglect or refuse so to do AHS shall thereupon have the right to 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 Proposer the difference between the prices named in the contract or purchase order, if applicable, and the actual cost thereof to AHS. In the event that Proposer 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.

7. 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.
8. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Proposer 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 Proposer.
9. 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 Proposer 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 4**  
**Scope of Work**

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM  
MEDICAL EQUIPMENT PROGRAM**

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**DIRECTIONS:** Proposers must submit a point by point response to the following Scope of Work for EACH MODALITY and clearly label which Modality the submission applies to (Modality 1 or Modality 2).

- Modality 1 –maintenance and support of high end hospital radiology/imaging equipment.**
- Modality 2 –maintenance and support of general hospital biomedical equipment.**

**Overview:** The Clinical Engineering Department performs and manages the installation, inspection, maintenance and repair of medical equipment throughout the Alameda Health System. Alameda Health system is looking for a vendor able to manage the Medical Equipment Program who will deliver the highest quality of work and at the same time offer competitive cost savings to the Clinical Engineering Department. We are looking for a partner that will cap the cost of ownership for our medical equipment program for the duration of the contract.

**SCOPE OF WORK**

**Management of Medical Equipment:**

- A. Proposer is responsible for the entire lifecycle management of Alameda Health System medical equipment.
- B. Covered equipment – is comprised of Alameda Health System medical equipment, which the vendor will be responsible to inspect, provide preventive maintenance, and repair. Repairs include parts and labor.
- C. Non-covered equipment – is Alameda Health System medical equipment, which the vendor will not be responsible to maintain. This equipment will be maintained by outside vendors and the Proposer will manage these contracts.

**Management and Provision of Preventative Maintenance:**

- A. Proposer will conduct monthly preventative maintenance on medical equipment as necessary to maintain compliance with TJC, CMS, Alameda Health System Policies, and other authorities having jurisdiction (AHJ).
- B. Monthly preventive maintenance testing shall be completed each month with the following expectations:
  - I. Life Support/Critical Equipment (as defined by TJC) – greater than or equal to 100% completion.
  - II. Non-Life Support Equipment – greater than or equal to 95% completion.

**Management and Provision of Replacement Parts:**

- A. Proposer will provide all replacement parts for the equipment listed in our inventory (inclusion of glassware preferred):



- I. Proposer must maintain an inventory of parts to support the required Preventative Maintenance completion metrics.
- II. Proposer must provide all tools and test equipment required to repair and maintain supported Hospital equipment.
- III. Proposer shall repair any equipment determined to be “abused”, “misused” or damaged through “user error” by Hospital staff at no additional charge.
  - I. As necessary for additional equipment purchased by Alameda Health System.
  - II. All parts will be new or of equal quality and conform to the OEM requirements for safe and efficient operation.
  - III. There shall be no extra charges to the Clinical Engineering Department for retrieving parts at rapid rates (i.e. UPS Blue, UPS Red etc.).
- IV. It is the expectation of the Clinical Engineering Department that all parts needed to meet the AHS required 5 day turnaround time will be inventoried on-site at the expense of the Proposer.

**Management of Service Agreements:**

- A. Proposer is responsible for managing manufacturer’s service agreements and expenses for equipment under warranty, leased or otherwise covered under multi-year service agreements at no additional cost.
  - I. Proposer will be responsible for ensuring that the service providers meet manufacturer’s service agreements and expenses for equipment under warranty, leased or otherwise covered under multi-year service agreements at no additional cost.
  - II. Proposer shall provide 24/7 management of all vendors providing services to clinical equipment with the following measurable performance indicators:
    1. Maintain or lower existing biomedical equipment maintenance costs.
    2. Maintain or increase the quality of technical services and customer satisfaction.
    3. Manage clinical equipment, control liability/risk, ensure patient and staff safety.
    4. Maintain quality assurance data in compliance with ISO9001:2015, or most current edition standards.
- B. All medical equipment service contractors maintain competencies and documentation of training for all employees performing work on Alameda Health System equipment, whether onsite or offsite, to conform to Hospital, The Joint Commission (TJC), DOH and CMS policies.
- C. Proposer must ensure that Alameda Health System never receive a Type 1 Recommendation, High Risk Immediate Threat to Life finding or similar citation for medical equipment.
- D. Proposer shall supervise the other service providers to ensure that scheduled maintenance inspections, routine safety testing of clinical equipment, overall system performance, and related functions are in compliance with original equipment manufacturer (OEM) standards and regulatory agency requirements.

- E. Proposer is responsible for budgeting of existing and future maintenance expenses, identifying external vendors, and negotiating new agreements in collaboration with Alameda Health System Purchasing and Facilities Services Director.
- F. Proposer will evaluate all service agreements and provide a recommendation as to the best option from which to obtain services: such as AHS Clinical Engineering Department, Proposer, or provision by an outside vendor.
- G. Recommendations shall be made in Alameda Health System's best interest giving serious consideration to factors such as financial, uptime, and service history from vendor.

**H. Detailed Proposer expectations related to Management of Service Agreements.**

Proposer leadership shall provide administrative and technical management for all other service providers including:

- I. Oversight of service response, inventory, repairs, and all other components included within this Scope of Work.
- II. Proposer must ensure that the service contractor provides all parts, including glassware, with warranty coverage.
- III. Proposer must ensure that the service provider must maintain an inventory of parts to support the required completion metrics.
- IV. Proposer must ensure that the service provider must provide all tools and test equipment required to repair, test, and maintain the biomedical and imaging equipment specified in the service contract.
- V. Proposer must ensure that the service provider shall repair any equipment determined to be "abused", "misused" or damaged through "user error" by Hospital staff at no additional charge.
- VI. The Proposer must ensure that all Clinical Engineering staff and other service providers for medical equipment demonstrate continuous compliance with all regulatory requirements. This includes, but is not limited to; federal, state, county and city levels. From organizations including, but not limited to; DOH, TJC, NRC, CAP, FDA, OSHA, EPA, and CMS.

**Management and Assistance in all phases of Equipment Life Cycle:**

- A. Proposer will maintain quality assurance data in compliance with ISO9001:2015 or most current edition standards.
- B. Proposer shall provide monthly reporting on the following:
  - III. Preventative Maintenance completion rates conducted by the Proposer.
  - IV. Clinical equipment inspections, repairs, and scheduled preventative maintenance by other service contractors.

- C. Proposer shall establish a database to collect, track, and report data for all equipment safety checks, corrective measures, and other metrics:
  - I. This system shall document all service calls, preventative and corrective maintenance, and relate equipment service activities with online reporting tools available to Alameda Health System Management and Administration.
  - II. All data generated during the terms of this contract shall remain the property of Alameda Health System.
  - III. Data must be provided in a comprehensive format that can be easily shared among all leadership across Alameda Health System on a quarterly basis, or as requested.
- D. Proposer will provide Quarterly Performance metrics establishing compliance, to the following requirements:
  - I. Life Support Equipment - 100% completion rate for preventative maintenance within the scheduled month.
  - II. Non-Life Support Equipment - 95% completion rate for preventative maintenance within the scheduled month.
  - III. Parts Delivery (life support) – Delivery of needed parts for life support equipment within 24 hours.
  - IV. Parts Delivery (all other) – Best effort for delivery of needed parts for all parts within 48 hours.
  - V. Repair Turnaround Time – Average turnaround time on all repairs will not exceed 5 days.

**Reporting and Information:**

- A. Alameda Health System reserves the right to audit, on a scheduled or random basis, the use and provision of services to ensure compliance with the terms of this and any subsequent agreement. Audits may include in their scope such details as service logs, invoices, contracts, management reports, correspondence and any other records or relevant information.
- B. Proposer will be given reasonable notice, no less than three (3) business days, and must provide full cooperation with Alameda Health System in connection with any audit tasks including access to properties, records and personnel as requested.
- C. All employee training, education, performance evaluation and improvement plans must be clearly documented and available upon request by Hospital senior management.

**ATTACHMENT 5**  
**BID FORM**

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM  
MEDICAL EQUIPMENT PROGRAM**

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Services solicited must be provided on a flat fee/capitalized basis where the vendor will be paid a fixed monthly rate for services provided. AHS will be giving priority to Proposers who provide an all-inclusive price. Proposer shall propose an all-inclusive price for one or both Modalities and clearly define any exclusions, add-on costs, etc., to the service. **Proposers must include rates separately for each contract year up to three (3) years and the two (2) optional renewal years. Please submit fees in the format requested below.**

**Cost Proposal(s) for Management of the AHS Medical Equipment Program  
(Please complete at least one. Complete both if bidding for both Modality 1 and Modality 2)**

| <b>Modality 1</b>    | <b>Contractor's Proposed Fee</b> | <b>Comments</b><br>(please include Exclusions, Add-ons, and other additional fees or non-included services/items here) |
|----------------------|----------------------------------|--|
| Year 1               |                                  |  |
| Year 2               |                                  |  |
| Year 3               |                                  |  |
| Year 4<br>(optional) |                                  |  |
| Year 5<br>(optional) |                                  |  |

| <b>Modality 2</b>    | <b>Contractor's Proposed Fee</b> | <b>Comments</b><br>(please include Exclusions, Add-ons, and other additional fees or non-included services/items here) |
|----------------------|----------------------------------|--|
| Year 1               |                                  |  |
| Year 2               |                                  |  |
| Year 3               |                                  |  |
| Year 4<br>(optional) |                                  |  |
| Year 5<br>(optional) |                                  |  |

**ATTACHMENT 6  
REFERENCES**

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM  
MEDICAL EQUIPMENT PROGRAM**

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**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 8  
SAMPLE PROPOSAL EVALUATION FORM**

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM  
MEDICAL EQUIPMENT PROGRAM**

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Proposer Name: \_\_\_\_\_

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

|    |                          |           |  |
|----|--------------------------|-----------|--|
| A. | Completeness of Response | Pass/Fail |  |
|----|--------------------------|-----------|--|

Points

|               |   |    |  |
|---------------|---|----|--|
| B.            | Cost of Services  | 52 |  |
| C.            | Proposer's Equipment Management Process and Program Structure (Quality) | 20 |  |
| D.            | Proposer Experience and Performance                                     | 8  |  |
| E.            | Proposer Resource Commitment  | 5  |  |
| F.            | Oral Presentation and Interview (if applicable)                         | 5  |  |
| G.            | Proposed Value Added Features / Solutions                               | 10 |  |
| H.            | Local, Minority and Women Owned Businesses will be given preference     | 10 |  |
| <b>TOTAL:</b> |   |    |  |

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.

**ATTACHMENT 9**  
**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM**  
**MEDICAL EQUIPMENT PROGRAM**

**SUBCONTRACTOR COMPANY INFORMATION (IF APPLICABLE)**

**SUBCONTRACTOR #1**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE URL: \_\_\_\_\_

**SUBCONTRACTOR #2**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE URL: \_\_\_\_\_



**ATTACHMENT 10**  
**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM**  
**MEDICAL EQUIPMENT PROGRAM**

**Inventory List (separated by Modality)**

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Incorporated as Separate Document