



1411 East 31st Street  
Oakland, CA 94602

April 19, 2021

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

Dear Sir/Madam:

Alameda Health System (AHS) requests proposals from interested firms able to provide security management services for all AHS Facilities. The AHS Security Department is responsible for ensuring the security and safety of the facilities, personnel, patients and visiting public. AHS is comprised of general acute care hospitals, psychiatric and rehab hospital, skilled nursing facilities, and clinics with a total of over 800 beds, 4,600 employees, and 1,000 physicians.

The goal of this request is to find a qualified firm to provide a professional healthcare and hospital safety and security solution tailored to AHS's unique setting. AHS is seeking a firm with extensive **hospital/healthcare experience** and appropriate resources to manage a portfolio the size of AHS. This firm is attuned to using industry best practices while being cost-effective.

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 – Facilities Overview.

**B. Scope of Work:**

The AHS security team ensures the safety and security of patients, visitors, and staff. Alameda Health System is looking for a vendor to provide security services and manage day to day operations of security staff. The vendor must be able to provide the highest quality of service at a competitive pricing structure. We expect the vendor to deliver excellent service to our internal and external customers via a “can do” attitude and being nimble enough to adapt to a changing healthcare landscape (see Attachment 4). AHS is interested in securing clearly labeled proposals for Management of the Security Services Program.

### C. Proposal Content

The 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. If you are a Vizient GPO Supplier, please provide your contract number.
  - d. Describe any partnerships or alliances you have in place that may benefit AHS.
  - e. State the number of clients for whom you provide such healthcare security Services. Provide a breakdown of which industries the company has performed their services in and for how long.
  - f. Proposer shall indicate if they are a local (Alameda County), minority-owned business, women-owned business, and small business.
  - g. Submit IRS Form W-9.
  - h. Proposer must demonstrate that it holds all necessary or appropriate business and/or professional licenses to provide the services as required by the contract.
  - i. 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 Leadership Organization Chart that indicates the specific leadership personnel that would be assigned to manage the AHS security services program by facility. Additionally, Proposer will provide a separate staffing plan, based upon the outlined requirements in the Scope of Services (see Attachment 4).
  - a. Leadership Organization Chart: provide your management staffing model, including all levels of leadership (supervisor, manager, etc.) and how they would be organized across Alameda Health System. Must include information concerning the education background, experience and professional resume of the leadership team who will manage the AHS portfolio. The resume(s) must include Education, Licenses and years of experience with the firm.
  - b. Security Staffing Plan: must include the estimated number of dedicated staff, or FTE equivalents. This plan must meet the security coverage requirements specified in Attachment 4 – Scope of Work. Provide an explanation of your organization's chain of command to oversee the Staffing plan and explain your approach to managing the Security operation.

3. Scope of Work Response - Proposer shall:
  - a. Submit a Proposal that meets all the Scope of Work requirements as described in Attachment 4. If you are unable to meet specific needs, state those in your proposal.
  - b. Provide a list of healthcare security specific training courses that you provide your personnel. Indicate which topic modules match the prescribed list in Attachment 4.
  - c. 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.
  - d. Provide a list of value-added opportunities (for example: radios, cell phones, laptops, uniforms, vehicles/GEM cars, etc.) available at no additional cost to AHS.
  - e. Provide a description of your company's response protocol to situations involving use of force and use of restraints in security incidents. Include scenarios involving both patients and non-patients. Proposer to provide your policy and officer expectations.
4. Cost Proposal for Services:
  - a. Proposer shall complete the Bid Form (see Attachment 5) in the requested format.
  - b. Proposer shall attach a sample invoice and provide a detailed description of invoice and payment requirements.
  - c. Include any up-front/start-up costs that AHS would be responsible 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.
6. A statement that the Proposer will accept the terms and conditions of the AHS Agreement, subject to review of the exceptions submitted pursuant to Attachment 7.
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, the proposal(s) must be saved on a flash drive and must be received by the RFP due date. Submissions must be mailed to the Contract Administrator at the address in this letter. Timely submission is the responsibility of the Proposer.
  - d. Each Proposer shall include in their written offer all requirements, terms and conditions they may have, and shall not assume that an opportunity will exist to add such requirements, after the proposal has been submitted.
  - e. To expedite the review process and to obtain the maximum degree of information from the Proposer the contents of the proposal must be clearly labeled and separated into identifiable sections.
  - f. Please make best efforts to keep proposals to thirty (30) pages or less. 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.
  - Cost Proposal for Services: Detail proposed fees and invoicing (Attachment 5).
  - References: Provide three (3) references (healthcare preferred) (Attachment 6).
  - Statement that Proposer will accept the terms and conditions of the AHS Agreement. (Exceptions to be submitted pursuant to Attachment 7).
  - Bid Acknowledgment (Attachment 3)

#### **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. The estimated start date of the contract is October 1, 2021. Proposers must be able to commence services on this date.

#### **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. Exceptions to any language in the sample Agreement must be submitted along with your Proposal.
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 Attachment 7 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. 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. The following table provides the timeline for this RFP:

Event	Date and Time
RFP Release	Monday, April 19
Intent to Submit RFP	Friday, April 23 by 5 p.m.
Facility Walkthroughs	April 26, 27, 28
Request for Proposals due	Friday, May 7 by 5 p.m.
Proposer Interviews & Questions	May 10-13
Projected Contract Award	Wednesday, May 19
Projected Contract Start Date	Friday, October 1, 2021

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  
 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 Contractors 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 Manager 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 Manager. 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 AHS Security Services 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 October 1, 2021. Proposers must be able to commence services on this date.**

Sincerely,

Susana Flores / Contracts Manager  
Non-Physician Contracts  
**Alameda Health System**  
7677 Oakport Street, 12th Fl., Oakland, CA 94621  
Sflores @alamedahealthsystem.org

Attachments: Attachment 1 – Facilities Overview (p.8-9)  
Attachment 2 – Sample AHS Agreement / BAA (p.10-34)  
Attachment 3 – Bid Acknowledgment (p.35-36)  
Attachment 4 – Scope of Work (p.37-49)  
Attachment 5 – Bid Form/Cost Proposal (p.50)  
Attachment 6 – References Form (p.51)  
Attachment 7 – Exceptions, Clarification, Amendment Form (p.52)  
Attachment 8 – Sample Proposal Evaluation Form (p.53)

## ATTACHMENT 1

### **Facilities Overview**

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Alameda Health System (AHS) is a major public health care provider and medical training institution committed to partnership between patient, family, and the healthcare team. AHS has more than 4,600 employees, 1,000 physicians, and 495 volunteers providing comprehensive medical treatment, health promotion, and disease prevention throughout our integrated network of hospitals, clinics, and health services.

#### ALAMEDA, CA

**Alameda Hospital** - 2070 Clinton Avenue, Alameda, CA 94501, (510) 522-3700

Provides Medicine, Surgery, Emergency, Critical Care, Cardiac Services, Orthopedics, Gastroenterology and Endoscopy, Physical and Occupational Therapy, Speech Pathology, Radiology, Respiratory Care, Surgical Services, Wound Care and Pharmacy services.

**Creedon Advanced Wound Care** – 815 Atlantic Avenue, Suite 100, Alameda, CA 94501, (510) 535-7434

Provides Debridement, Hyperbaric Oxygen Therapy, Bio-engineered Skin Substitutes, Compression Wraps, and Negative Pressure Wound Therapy.

**Marina Wellness and Surgical Associates** - 815 Atlantic Avenue, Suite 100, Alameda, CA 94501, (510) 535-7363

Provides General Surgery, Advanced Orthopedic, Sports Medicine, and Spine Care services.

**Park Bridge Rehabilitation & Wellness** - 2401 Blanding Avenue, Alameda, CA 94501 (510) 522-1084

Provides Sub-Acute and Post-Acute Physical Rehab, Stroke Care, Speech Pathology, Physical and Occupational Therapy and Skilled Nursing Sub-Acute Unit services.

**South Shore Rehabilitation & Wellness** - 625 Willow Street, Alameda, CA 94501, (510) 523-3772

Provides Sub-Acute and Post-Acute Physical Rehab, Stroke Care, Speech Pathology, Physical and Occupational Therapy and Skilled Nursing Sub-Acute Unit services.

#### HAYWARD, CA

**Hayward Wellness** - 664 Southland Drive, Hayward, CA 94545, (510) 266-1700

Health Education, Disease Management and Immunizations, Family Planning, General Medicine, Gynecology, Women's & Children's, Behavioral Health, Optometry and Podiatry, Chest Clinic and Smoking Cessation.

#### NEWARK, CA

**Newark Wellness** - 6066 Civic Terrace Avenue, Newark, CA 94560, (510) 505-1600

Chronic Disease Management, Health Education and Immunizations, General Medicine and Women's & Children's Services, Behavioral Health, Orthopedics and Podiatry, Chest Clinic.

## OAKLAND, CA

**Eastmont Wellness** - 6955 Foothill Boulevard # 200, Oakland, CA 94605, (510) 567-5700

Chronic Disease Management, Health Education and Immunization, Family Planning, General Medicine, Gynecology, Geriatric, Women's & Children's Services, Behavioral Health, Optometry, Orthopedics, Podiatry and Urology, Chest Clinic, Dental Services, Refugee Health and HOPE Center.

**Highland Hospital** - 1411 E. 31st Street, Oakland, CA 94602, (510) 437-4800

Provides Medicine, Surgery, Level I Trauma Center, Labor and Delivery, Gastroenterology, Orthopedics, Physical and Occupational Therapy, Respiratory Care, Cardiology and Radiology, Behavioral Health, Immunology and Infectious Disease services.

Highland's new Acute Care Tower (ACT) offers a Family Birthing Center, Digital Interventional Services Center, Intensive Care Unit, a Neonatal Intensive Care Unit, and Occupational, Physical and Respiratory Therapy facilities.

**Highland Wellness** - 1411 E. 31<sup>st</sup> Street, Oakland, CA 94602, (510) 437-5039

Chronic Disease Management, Health Education and Immunizations, Family Planning, General Medicine, Gynecology, Pediatrics, Geriatric, Same Day Clinic and Women's & Children's Services, Behavioral Health, Cancer, Cardiac Services, Endocrinology, Gastroenterology and Hepatology, Geriatric, Neurosciences, Orthopedics, Ophthalmology, Podiatry, Pulmonary, Radiology, Optometry, Renal and Nephrology, Surgical Services and Urology, Dental Services, HIV and AIDS, Human Rights, Refugee Health and Wound Care.

## SAN LEANDRO, CA

**Fairmont Rehabilitation and Wellness** - 15400 Foothill Boulevard, San Leandro CA 94578, (510) 895-4200

Provides Acute Rehab: Speech Pathology, Physical Therapy, Occupational Therapy, Rehab Nursing, Rehab Physician, Psychology, Dietary, Skilled Nursing: Sub-Acute Unit, Outpatient: Speech Pathology, Physical Therapy, Occupational Therapy, Audiology, Prosthetic and Orthotic Clinic and Outpatient Rehab Clinic.

**John George Psychiatric Hospital** - 2060 Fairmont Drive, San Leandro, CA 94578, (510) 346-1300

Provides Inpatient Service, Psychiatric Emergency Service, Psychiatric Consultation and Liaison Services.

**San Leandro Hospital** - 13855 E. 14<sup>th</sup> Street, San Leandro, CA 94578 ,(510) 357-6500

Provides Medicine, Surgery, Emergency, Vascular, Physical and Occupational Therapy, Podiatry, Renal and Nephrology, Respiratory, Surgery, Orthopedics, Cardiology, Gastroenterology, Radiology, Social Services, Dialysis and Pharmacy services.

**ATTACHMENT 2**  
**SAMPLE**  
**ALAMEDA HEALTH SYSTEM**  
**STANDARD AGREEMENT**

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

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

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

\_\_\_\_\_  
Date

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

## 1. **CONTRACTUAL RELATIONSHIP**

(a) 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. Moreover, AHS shall not be deemed a joint employer of Contractor's employees. Contractor shall indemnify AHS from and against claims made by Contractor's employees that they are co-employed by AHS.

(b) 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.

(c) 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.

(d) Contractor acknowledges that the services provided hereunder by Contractor have a substantial effect on AHS's patients, staff and visitors and Contractor recognizes that AHS has a strong interest in ensuring minimal labor disruptions that negatively affect hospital operations. Thus, Contractor agrees to, in good faith, collaborate with AHS on matters of labor relations in its dealings with collective bargaining units.

(e) Contractor shall have complete discretion as to all employee decisions related to its employees. Notwithstanding the foregoing, AHS shall have the right to require the replacement of any Contractor personnel whose continued presence, in the judgment of AHS, is not in the best interest of the AHS, its patients or staff, provided that such request for replacement does not contravene Applicable Laws.

## 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 16a through 16e (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  
Attention: \_\_\_\_\_  
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.**

The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, shall survive termination or expiration.

**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**.

**IV. PERFORMANCE EXPECTATIONS**

- a. AHS staff member or designee responsible for managing Contractor delivery of services under this Agreement will measure his/her satisfaction with Contractor performance on a progressive 1-5 scale, where 1 is extremely unsatisfied and 5 is extremely satisfied.
- b. Complaints, grievances and safety reports made to or by AHS staff regarding performance of Contractor in the delivery of services under this Agreement will be compiled, tracked and used by AHS to inform a comprehensive assessment of Contractor performance that will inform AHS decisions regarding retention and renewal of services pursuant to this Agreement.
- c. (*CONTRACT-SPECIFIC PERFORMANCE EXPECTATION(S)*)

**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. Preferred invoice submission is via Email to [apinvoices@alamedahealthsystem.org](mailto:apinvoices@alamedahealthsystem.org). If needed, mail invoices to:  

Alameda Health System  
Attn: Accounts Payable  
15400 Foothill Blvd., Bldg. A / San Leandro, CA 94578
  
4. Payment Method: Default payment is paper check mailed to the remit address provided by **Contractor** on invoices. If ACH or Credit Card is preferred, contact [apinvoices@alamedahealthsystem.org](mailto:apinvoices@alamedahealthsystem.org).

## EXHIBIT C

### INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS

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

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

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

<b>CATEGORY A MINIMUM REQUIREMENTS</b>
<p><b>Automobile Liability<sup>(8)</sup></b> Minimum Limit 15/30/10</p> <p><b>Professional Liability<sup>(3)</sup></b> Medical \$1,000,000/\$3,000,000 Other \$1,000,000/\$1,000,000 <b>OR</b> <b>Errors and Omissions Insurance<sup>(3)</sup></b> \$1,000,000</p>
<b>CATEGORY C MINIMUM REQUIREMENTS</b>
<p><b>Commercial General Liability</b> Minimum Limit \$1,000,000 CSL Additional Insured Endorsement Exclude "Exclusion" S2013 &amp; S2005 <sup>(5)</sup></p> <p><b>Automobile Liability</b> Minimum Limit \$1,000,000 CSL <sup>(8)</sup> Any Auto or Non-owned or Hired</p> <p><b>Professional Liability<sup>(3)</sup></b> Medical \$1,000,000/\$3,000,000 Other \$1,000,000 <b>OR</b></p> <p><b>Errors and Omissions Insurance<sup>(3)</sup></b> \$1,000,000/3,000,000 Contract Limit \$ _____</p> <p><b>Workers' Compensation</b> Statutory or \$1,000,000 Employers' Liability \$100,000 (minimum)</p> <p><b>Data Security &amp; Privacy<sup>(9)</sup></b> \$3,000,000/5,000,000</p>

<b>CATEGORY B MINIMUM REQUIREMENTS</b>
<p><b>Commercial General Liability</b> Minimum Limit \$1,000,000 CSL Additional Insured Endorsement</p> <p><b>Professional Liability<sup>(3)</sup></b> Medical \$1,000,000/\$3,000,000 Other \$1,000,000/\$1,000,000 <b>OR</b> <b>Errors and Omissions Insurance<sup>(3)</sup></b> \$1,000,000</p> <p><b>Automobile Liability<sup>(8)</sup></b> Minimum Limit \$1,000,000 CSL</p>
<b>MISCELLANEOUS REQUIREMENTS (May apply to any category)</b>
<p><input type="checkbox"/> Fidelity Bond \$ _____</p> <p><input type="checkbox"/> Crime Insurance \$ _____</p> <p><input type="checkbox"/> Other _____ Limit \$ _____</p>

Form PR01-00

### **Additional Requirements and/or Conditions**

1. **Contractor will provide to AHS a 30-day notice of Cancellation.** (Except Personal Automobile may show a minimum of 10 days).
2. **Additional Insured Endorsement** on Commercial Liability and Automobile Liability policies shall name the **County of Alameda, its** Board of Supervisors, officers, agents employees, and **Alameda Health System\* its** Board of Trustees, officers, agents and employees **as Additional Insureds** with respect to services being provided. Additional insured endorsement shall be equivalent to **ISO form CG 20 26.**  
  
\*Certificates of insurance may indicate: “**County of Alameda and Alameda Health System** as Additional Insured”. This is acceptable provided that the actual endorsement to the policy is worded correctly. This is also encouraged if you have contracts with other Alameda Health System Departments.
3. **Professional Liability<sup>(3)</sup>** or Errors and Omissions Insurance is required when contractor is required to be either licensed or certified to practice their trade or profession. \*Behavioral Science MD’s minimum limit \$1,000,000/\$1,000,000 is acceptable.
4. Commercial General Liability coverage shall be equivalent to **ISO form CG 01.**
5. **All Commercial General Liability policies must include Personal Injury coverage.**
6. Commercial/Business Automobile Liability shall be equivalent to **ISO form CA 00 01.**  
  
Independent contractors or employee contractors may provide evidence from their personal automobile insurance company. If use of an automobile while servicing the contract is incidental or minimal, the contractor may submit a copy of their personal automobile declaration page if they incur problems obtaining a certificate.
7. Contractors that hire vehicles or have employees or volunteers that use their personal vehicles shall provide non-owned automobile liability coverage.
8. If contractor<sup>(6)</sup> is providing transportation services e.g. transporting clients or goods, \$1,000,000 automobile liability and an additional insured endorsement is required. This requirement is automatic is the transportation condition applies.
9. **Data Security & Privacy “Cyber”<sup>(9)</sup>** coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage\$3,000,000/5,000,000.
10. For Contracts over \$25,000 insurance companies shall have a minimum Best Rating of A- VII or subject to approval by Risk Management. Risk Management must review all contracts over \$25,000.
11. If Contractor is self-insured for any of the required coverages, Contractor must submit evidence satisfactory to the County of contractor’s financial ability to respond to losses or claims for each self-insured coverage. Governmental Agencies may provide a letter of self-insurance.
12. Professional Liability Deductibles: Risk Management must approve Deductibles over \$25,000.
13. Contractors are responsible for payment of all insurance deductibles.
14. Contractor’s insurance must be primary to any other insurance available to the Alameda Health System with respect to any claim arising out of this Agreement.

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

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

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

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This Business Associate Agreement (“Agreement”) governs the PHI (as defined herein) that may be exchanged between the parties related to << insert type of services provided here>> services which << insert vendor name here>>, having offices at << insert vendor address here>>, (“Business Associate”) provide to Alameda Health System, organized under the laws of the State of California and having offices at 1411 East 31<sup>st</sup> Street, Oakland, CA 94602 (“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 this 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 Agreement.

**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 HITECT 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 or if 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 this 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 this 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 this 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 this 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 when Covered Entity begins to provide PHI to Business Associate (“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 Effect of Termination.

- A. Upon termination of this 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.

**BUSINESS ASSOCIATE**

**ALAMEDA HEALTH SYSTEM  
A PUBLIC HOSPITAL AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date Signed

**EXHIBIT F  
HEALTH SCREENING CLEARANCE**

The Health Screening Clearance and Compliance Document Checklist is required under this Agreement. Contractor shall certify that its employees, personnel, and/or agents providing services under this Agreement comply with the requirements and standards set forth in this Exhibit F. Contractor shall maintain complete and accurate records as required by Exhibit F and shall ensure continued compliance for the duration of this Agreement. Upon request by AHS, Contractor shall promptly make such records available for inspection.

These requirements and standards must be completed 5 business days **prior** to providing any on-site services at AHS. The tests results must be dated within 90 days from the date the Contractor’s staff member begins providing services.

Screening	Requirement Definition / Guideline
Mumps	Proof of (2) vaccines signed or a positive titer (titer results cannot be handwritten).
Rubella (German Measles)	Proof of (1) vaccines signed or a positive titer (titer results cannot be handwritten).
Rubeola (Measles)	Proof of (2) vaccines signed or a positive titer (titer results cannot be handwritten).
Varicella	Proof of (2) vaccines signed or a positive titer (titer results cannot be handwritten).
Hepatitis B Vaccine	Proof of vaccine (series of 3 vaccinations), positive titer or signed declination.
Physical	ANNUAL. Physical.
Tdap	Proof of Adult Tetanus – Diphtheria, Adacel Pertussis (Tdap), or signed declination.
10 Panel Drug Screen	Within 90 days of start date. Using 20/20 Background Screening Only.
Color Blind Test	Ishihara test results or Prophecy color vision exam (either of these tests is acceptable).
Tuberculosis	<p>ANNUAL. 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.</p> <p>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 CXR. After one baseline of a negative CXR, annual symptom review is sufficient.</p>

Seasonal Influenza Vaccine	ANNUAL. Proof of flu vaccine or proof of medical exemption. Those that are exempt from the flu vaccine are required to wear a light surgical mask during flu season. If a vaccine is obtained on or after November 1 <sup>st</sup> , Contractors must wear a light surgical mask for 14 days following the date of vaccination. Flu season is between November 1 <sup>st</sup> and March 31 <sup>st</sup> .
Background Check	WITHIN 90 DAYS OF START DATE. Using 20/20 Background Screening Only. Social Security Verification, Health and Human Services (HHS)/ Office of Inspector General (OIG)/ Excluded Parties List System (EPLS), Violent Sex Offender and Predator List, 7-year Criminal Background Check for All States/Counties.
N95 Respirator Fit Test (if required)	ANNUAL.

Licenses and certification requirements vary by position. If required for the position, license or certification verification is required as outlined below. If a licensure/certification expires during the assignment, Contractor is required to reverify licensure/certification prior to expiration date and maintain records of both initial verification and reverification.

License and Certifications	Requirement Definition / Guideline
License Verification	Primary Source Verification within 15 days of start date and prior to expiration date for duration of assignment with AHS.
Driver's License or Passport	IN COLOR
License / Cert. Number	Copy of Certification / License
Basic Life Support (BLS)	Only American Heart Association cert. will be accepted – Clear Copy.
Advance Cardiovascular Life Support (ACLS)	Only American Heart Association cert. will be accepted – Clear Copy.
Pediatric Advanced Life Support (PALS)	Only American Heart Association cert. will be accepted – Clear Copy.
Neonatal Resuscitation Program (NRP)	Front and Back Copy (signed) – Clear Copy.
Fetal Heart Monitoring (FHM)	Association of Women's Health, Obstetrics and Neonatal Nurses (AWHONN) cert. good for 2 years – Required for labor and delivery unit only.

Other certifications may be required by individual departments and will be provided to the Contractor.

**Contractor** understands and agrees that fees and costs for these requirements are the sole responsibility of the **Contractor**. **Contractor must maintain a copy of each of its staff member's records, pertaining to this Exhibit F, who are assigned to work at AHS in the event of an audit performed by the Joint Commission, CMS, or any other agency who has jurisdiction over the services provided under this Agreement.**

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

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

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM**  
**SECURITY SERVICE 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 of any kind shall be permitted to Attachment 5, Bid Form.
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: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

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

**ATTACHMENT 4**  
**SCOPE OF WORK**

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM**  
**SECURITY SERVICE PROGRAM**

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**Overview:** The Alameda Health System (AHS) security team ensures the safety and security of patients, visitors, and staff. Alameda Health System is looking for a vendor to provide security services and manage day to day operations of security staff. The vendor must be able to provide the highest quality of service at a competitive pricing structure. We expect the vendor to deliver excellent service to our internal and external customers via a “can do” attitude and being nimble enough to adapt to a changing healthcare landscape.

**SCOPE OF WORK**

**GENERAL REQUIREMENTS**

- Operational Requirements
  - During the term of the contract, maintain an operational office located within Alameda Health System (AHS). The office must be staffed during business hours (8:00 a.m. - 5:00 p.m.) with supervisory or management personnel. During non-business hours, the Roving Supervisor on Duty and at least one other supervisor or manager will be available by cell phone.
  - Meet and maintain compliance with all Healthcare Regulatory Requirements, Federal, State, AHS and City requirements for licensing and operation of a security Guard company and comply with all state labor requirements. Complete AHS orientation and meet all health test requirements dictated by AHS.
- Provide 24-hour Uninterrupted Unarmed Security Guard Services at the following sites during the term of the agreement:
  - Highland Hospital – 1411 East 31<sup>st</sup> Street, Oakland CA 94602
  - Alameda Hospital – 2070 Clinton Avenue, Alameda CA 94501
  - San Leandro Hospital – 13855 East 14<sup>th</sup> Street, San Leandro CA 94578
  - Fairmont Hospital - 15400 Foothill Blvd, San Leandro, CA 94578
  - John George Psychiatric Pavilion -2060 Fairmont Dr, San Leandro, CA 94578
- Provide services during specific business hours at the following sites during the term of the agreement:
  - Newark Wellness Center - 6066 Civic Terrace Ave, Newark, CA 94560
  - Hayward Wellness Center - 664 Southland Mall Dr, Hayward, CA 94545
  - Eastmont Wellness Center - 6955 Foothill Blvd #200, Oakland, CA 94605
  - Park Bridge Rehabilitation and Wellness Center – 2401 Blanding Ave, Alameda, CA 94501
  - South Shore Rehabilitation and Wellness – 625 Willow St., Alameda, CA 94501
- The Security Officers must meet the following requirements and standards as listed below:
  - A minimum of twelve (12) months of full-time experience as a security officer or similar position
  - Strong customer service skills and a proven ability to handle difficult and stressful circumstances.
  - Maintain professionalism at all times.
- Security Leadership team shall develop and consistently distribute security alerts and bulletins, define the distinction between the two, and ensure the AHS staff have access to information to continue to enhance and promote safety within AHS sites.
  - Security Alerts to be distributed within 12-24 hours of an incident occurring at/around an AHS site

- Lead and participate in AHS Site specific, and System wide, security meetings.
- Describe the type of de-escalation and aggression management training provided.
- Focus on:
  - Customer Satisfaction
  - Patient Satisfaction
  - Workforce Satisfaction
  - A culture of patience and empathy to work with all individuals encountered at an AHS site professionally.
  - Public Access Control, Assistance, wayfinding and support to visitors, patients, and families to AHS sites as the “first line” and “first face” they will encounter.
- Provide references and explanations indicating their experience working in healthcare and a medical population. They will also provide a breakdown of which industries the company has performed their services in and for how long.

**POST LOCATIONS AND QUANTITY OF SECURITY OFFICERS**

Contractor shall provide the following minimum on-site staff positions on the premises at the following AHS locations throughout the terms of any subsequent executed agreement. The grids below represent the expected staffing at the sites, for the correlating shifts, and includes supervisory personnel. AHS shall maintain the right to add or remove locations, the number of staff, and the scheduled assignments during the term of any subsequent executed agreement.

List the Number of Guards available for immediate posting at AHS Facilities.

San Leandro Hospital - 13855 East 14 <sup>th</sup> Street, San Leandro CA 94578			
	0000-0800	0800-1600	1600-0000
7 Days	5.0 FTE	5.0 FTE	5.0 FTE
Highland Hospital - 1411 East 31 <sup>st</sup> Street, Oakland CA 94602			
	0000-0800	0800-1600	1600-0000
7 Days	14 FTE	14 FTE	14 FTE
Fairmont Hospital - 15400 Foothill Blvd, San Leandro, CA 94578			
	0000-0800	0800-1600	1600-0000
7 Days	6 FTE	6 FTE	6 FTE
John George Psychiatric Pavilion - 2060 Fairmont Dr, San Leandro, CA 94578			
	0000-0800	0800-1600	1600-0000
7 Days	6 FTE	6 FTE	6 FTE
Alameda Hospital - 2070 Clinton Avenue, Alameda CA 94501 South Shore Rehabilitation and Wellness - 625 Willow St., Alameda, CA 94501			
	0000-0800	0800-1600	1600-0000
7 Days	3 FTE	3 FTE	3 FTE
Park Bridge Rehabilitation and Wellness Center – 2401 Blanding Ave, Alameda, CA 94501			
	0000-0800	0800-1700	1600-0000
7 Days	1 FTE	1 FTE	1 FTE
Eastmont Wellness Center - 6955 Foothill Blvd #200, Oakland, CA 94605			
	0000-0800	0800-1700	1600-0000
Mon-Sat	0 FTE	3 FTE	0 FTE
Hayward Wellness Center - 664 Southland Mall Dr, Hayward, CA 94545			

	0730-1730
Mon-Sat	1 FTE
Newark Wellness Center - 6066 Civic Terrace Ave, Newark, CA 94560	
	0800-1700
Mon-Sat	1 FTE

**REASSIGNMENT OF SECURITY OFFICERS**

Security Officers may be reassigned by the Shift Supervisor or Hospital/Clinic Site Manager, AHS Security Director, VP of Support Service or Designee, or Chief Operating Officer in the absence of a Shift Supervisor, as deemed necessary. All other reassignment decisions shall be made in consultation with hospital/clinic leadership (or with the house supervisor, after hours).

**SECURITY OFFICER QUALIFICATIONS**

- Contractor shall be able to provide the following documentation prior to assignment to an AHS site:
  - All license requirements including copies of permanent Guard cards and security screening. Temporary Guard cards are not acceptable
  - Written documentation showing compliance with training requirements.
  - All guard/staff assigned by the Contractor to perform services under this contract shall be acceptable to the AHS
  - A periodic review of performance and history and suitability to job requirements should be made by the contractor, and can be requested by AHS.
- Contractor shall enforce all aspects of the security contract with its own employees and be expected to provide proper discipline in the event of infractions. Liability for damages to property, public or private, caused by Guards standing post or on patrol rests solely with the Contractor.
- Contractor will provide graphic representation of dress code for officers of all designations applicable to the contract and graphic/visual representation.
- Contractor will provide graphic representation of contractor issued vehicle assigned to the contract.
- Registration as a Security Guard through the State of California’s Department of Consumer Affairs Bureau of Security & Investigative Services (BSIS)
- Certified Healthcare Security Officer (CHSO) Basic certification through the International Association for Healthcare Security & Safety (IAHSS) Basic Certification
- Permanent Security Guard Registration Card (Guard Card)
- Maintain a clean criminal record
- First Aid, CPR certification
- Guards with Designations of Leadership (Supervisor and Manager)
  - Valid Driver’s license
  - Completion of a Supervisory training series
  - Experience: at least two (2) years Private Security, Law Enforcement or relevant military experience
- Completion of training that addresses Professional Assault Crisis Training or Combative Patient Management

**SPECIFIC REQUIREMENTS FOR SECURITY OFFICERS**

Demonstrate understanding of, and compliance with, all specifications set forth in this section below.

- Escort Service – provide escort service for each of the Hospital/Clinic for staff requesting escorts to their vehicles within a certain perimeter of the hospitals.

- Guard Alertness - Guard personnel on duty shall always remain awake and shall be alert to any unusual noises, odors or smoke which may be indicative of a fire or some untoward incident occurring on AHS property.
- Incident Reporting -The guard on duty shall be responsible for notifying the appropriate agency (fire, police, paramedics) when an incident occurs. Additionally, the guard will immediately notify the security supervisor and complete an incident report detailing the circumstances surrounding the incident. Incident reports will be submitted to the security supervisor with copies submitted to the Director of Security & the Office of the Vice President of Support Services or Designee and Chief Operating Officer. Reports shall include any actions taken regarding (1) any office found open afterhours; (2) any unusual activity; and (3) any Safety-Hazard Discovery and actions taken.
- Hourly Rounds - Guards will make rounds at least once each hour. In cases where proximity card readers are provided, they will be activated using a proximity badge provided to each Guard, thereby recording the time on the clock tape. Guards not having proximity badges will make appropriate notations of their rounds in the security log.
  - During each round, guards will check all exterior and interior doors to assure they are locked and have not been tampered with.
  - Office occupants are responsible for locking their office doors prior to leaving for the day. Offices found unlocked will be reported to the security director on the morning following the shift.
  - The security of personal valuables such as radios, tape recorders, etc., is the responsibility of the owner/office occupant. These items should be locked in desks or file cabinets.
- Visitors Log - Visitors Logs will be maintained at the security desk at the entrance of each facility and entrance desks will be staffed by Guards. Guards will assure that all visitors sign in and out prior to entering and before leaving the facility. Guards shall also ensure that each visitor receives a temporary visitor's badge which must be worn by all visitors while on/in an AHS facility
- Assisting Clinical Staff - On occasion, Guards may be requested to assist clinical personnel in the control of patients. In this event, Guards will respond to the request, however, action taken will be limited to those specifically authorized by AHS policies and procedures and the senior clinical person on duty
- End of Shift Procedures - At the end of each shift each Guard shall complete a narrative report detailing all incidents occurring during his/her tour of duty. In the event nothing significant has occurred during the shift, the report will so indicate. At the end of each shift, before beginning the end of each shift, before being relieved, Guards will prepare and sign all security check sheets and incident reports, brief the relieving Guard and sign over the keys and other equipment to the relieving Guard.
- Guard Presentation - Guards represent AHS to the public. It is, therefore, essential that they project a neat, well-groomed appearance always. Uniforms must be clean and pressed, shoes polished, and hair neatly groomed. Uniforms and shoes to be provided at the contractor's expense. The Official AHS Guard Uniform will consist of tactical attire and/or:
  - Boots or hard soled shoes
  - Fitted non baggy Dark trousers
  - Black belt
  - Fitting non baggy long sleeve shirt
  - Fitted non baggy Blazer (for lobby attendant)

- Security officer's badge/AHS Identification Badge - at a minimum, the badge shall include the Security Officer's first initial and last name, and the name of the Security Agency (e.g., "ABC SECURITY - Officer J. Doe") which shall be worn throughout the duration of the shift.
- Equipment - The following is a list of equipment to be used by AHS Guards:
  - Keys to all hospital areas
  - Operable Flashlight
  - Other items only if approved by the AHS Security Director, VP of Support Services or Designee, and Chief Operating Officer
  - Walkie-Talkie or another 2-way telecommunications device
    - The device shall be defined as a four-channel (minimum), two-way portable radio programmed to receive and transmit on AHS frequencies in addition to having the contractor's own security programmed frequency. The Radios must be able to transmit and receive throughout all floors of the AHS site to which they are assigned, all buildings on campus, and the length and breadth of AHS campuses. The contractor will be responsible, at their own cost, for installing any additional equipment, such as but not limited to a radio repeater, to meet this requirement.
    - Radios shall have back-up batteries available on-site and bear the cost of all maintenance and repairs of the Radios for the duration of the Agreement.
- Maintain the following reports. A copy of all forms used in the Guard's duties to be submitted to AHS for review and approval. The items provided shall include, but not be limited to:
  - Incident Report Forms
  - Security Officer's Handbook
  - Security Officer's Code of Conduct
  - Guard Assignment Report / Post Orders for the locations identified herein
  - Relevant Policies and Procedures applicable to healthcare security
  - Elopement Logs
  - Training Log Report
  - Inventory List
  - Guard Organization Chart of AHS Contract
  - Serious Incident Report Monthly Roll-up
  - Contractor will provide ad hoc or routine reports requested by AHS
- Firearms - Firearms or other weapons will not be carried by AHS-assigned guards at any time.
- Use of Force - Guards may occasionally find it necessary to resort to the use of force in the performance of their duties. It should be clearly understood that force may be used only when all other measures have failed, and then only the minimum force necessary to accomplish the objective may be used. Contractor must ensure all Security Officers are trained and knowledgeable of the Contractor's Use of Force Policy.
- Facility Knowledge – Guards must be thoroughly familiar with Emergency Exits, Fire Extinguisher locations, Fire Door Locations/Operations, Burglar Alarm system, and emergency telephone numbers at their assigned Facility.
- Security leadership to meet with designated AHS Leadership regularly for the purpose of discussing relevant issues relating to the performance and administration of the Security Guard Services. The contractor's representative attending these meetings shall be authorized to act on behalf of the

contractor. AHS Leadership will attempt to give adequate notice to the contractor of a meeting; with the understanding advance notice may not be possible in emergency situations.

### **DAILY RESPONSIBILITIES OF SECURITY OFFICERS**

- Provide surveillance of buildings, parking lots, and grounds, logging security rounds in daily logs
- Not leave their assigned post (location) unless physically relieved by another Security Officer
- Be called upon to assist with special projects (Covid testing sites, protests, etc.). Support and manage parking applications and fee collections at Fairmont and John George Hospital.
- Accompany staff to their personal vehicle upon request
- Assist staff and physicians with argumentative, belligerent and combative individuals, especially where there is imminent danger to staff, physicians, patients and/or visitors
- If circumstances dictate, when a staff member, patient, or visitor's safety is in jeopardy - physically restrain individuals as a last resort, when all other means of de-escalating a situation have been exhausted. Such actions may occur without the authorization of a clinician. A minimum amount of force shall be used in all situations, and only if necessary, to safely bring a situation under control. The Security Officer may request assistance from other Security Officers, when appropriate
- Provide support with restraints at the direction of professional medical or nursing staff per AHS guidelines.
- Will not engage in medical, counseling or behavioral health interventions with the patients.
- Enforce hospital's smoking policy with employees, patients and visitors.
- Assist with Forensic Patients:
  - Security Officers shall thoroughly familiarize themselves with AHS's policies regarding care of incarcerated patients and orientation of Law Enforcement/ Forensic Officers. As needed, Security Officers will review the policy with law enforcement officer(s) and answer any questions they may have based on the policy
  - Contacts the Nursing Supervisor as needed for direction or guidance.
- Assist with duties including, but not limited to, assistance with traffic flow, special events, ensuring safety during construction projects, and/or securing the premises during disasters
- Conduct, participate and document (in compliance with all regulatory standards, such as Joint Commission standards and guidelines) the following trainings and events conducted by the Hospital/Clinic, on all shifts, including, but not limited to:
  - Emergency preparedness drills
  - Fire drills
  - Infant Abduction Drills (Code Pink)
  - Resident elopement drills
  - Active Shooter drills
  - Code Gray drills
  - AHS Emergency Codes, such as Code Tan, Red
  - 5150 patients
  - Wanding and metal detection
  - Disruptive patient de-escalations
  - Participate in tabletop and live drills regarding emergency preparedness conducted by outside (affiliate, and federal, state, and local government) agencies.
- Security Officers shall communicate via the use of portable radio communication equipment.
- Initiation of emergency evacuation procedures
- Operation of fire alarm and security alarm equipment
- Maintaining keys as issued
- Close and lock doors and gates
- Crowd and individual control
- Control access to facilities (sign in/out sheets, verify identifications, etc.)

- Patrol interior and exterior facilities as directed.
- Monitor and record readings of various meters – as needed.
- Make all specified hourly rounds on foot as specified by post orders.
- Patrol parking lots in accordance with site requirements
- Check, close and lock doors of vehicles/AHS equipment.
- Protect vehicles from vandalism or theft while on AHS property.
- Enforce parking rules in effect at the facility.
- Monitoring and escorting contractors throughout AHS property
- Liaise with other Guards on post and Law Enforcement Officials.
- At no time will a Guard leave a post without notifying the Contractor’s Representative, or the designated representative, of his/her intentions.
- In the event a Guard leaves a post unmanned, the Contractor may assign a Roving Supervisor to cover the post for a maximum of two hours. The Contractor will immediately notify AHS leadership who may authorize additional coverage if circumstances warrant.
- Roving supervision may be redirected to other duties within the scope of the contract with the concurrence of AHS Leadership.
- Originals of all daily report logs and security incident reports are required to be filed with the Contractor office management by 0800 hours of the next day – all records to be electronically filed
- All security incidents shall be reported in person or via Radios/cellular phone to the Site Manager and the Roving Supervisor. Security Guards shall file an Incident Report as soon as possible following the incident, before end of the shift in which the incident occurred.
- All Security Guards involved in the incident must complete this report. Incident Reports are required in any of the following circumstances, including, but not limited to:
  - Guard is required to make physical contact with the public, staff or other Guards
  - Guard is required to intervene between any two (2) persons including other Guards
  - Guard witnesses any crime or suspected crime including assault
  - Guard is required to give directions or orders to public or staff, and they protest or express their unwillingness to comply
  - Guard witnesses any incident in which injury requiring medical attention occurs, or in which loss of property occurred
  - Emergency Personnel (i.e. police, fire, paramedics, etc.) are called to the scene for any reason
- The Roving Supervisor will inform his/her management and AHS leadership immediately of incidents resulting in the calling of emergency personnel.
- Guards are not to fraternize with AHS visitors, patients, families, or AHS Employees.
- Guards are to perform required duties and shall not allow distractions to divert them from their post.
- Guards are to communicate CLEARLY in English both verbal and written, with the ability to prepare legible written reports. Possess English proficiency sufficient to read and write security incident reports, communicate with AHS staff and members of the public, understand written and oral post orders, and to narrate aspects of an incident to AHS staff, Police or investigating agency.

**SHIFT SUPERVISOR DUTIES AND RESPONSIBILITIES**

- The Shift Supervisors shall report to Hospital/Clinic Site’s Security Manager regarding all daily operational activities under this Agreement. Shift Supervisors during the evening and night shifts shall report to Hospital’s house supervisor for operational direction if the need arises.
- The Shift Supervisor will round on Security Officers to spot check and verify performance of responsibilities.
- The Shift Supervisor shall be apprised of all performance issues related to the contractor’s Security Officers and shall be expected to handle them in a timely manner, and in all cases, no more than seventy-two (72) hours from receiving the complaint. The Shift Supervisor shall provide written

documentation to the Hospital/Clinic Site's Security Manager acknowledging receipt of the complaint as well as written notification of the action taken to correct the issue.

- The Shift Supervisor shall maintain a line of communication with the Hospital/Clinic Site's Security Manager, promote teamwork amongst the Hospital and Security Officers, and support the Hospital/Clinic through collaborative efforts.
- The Shift Supervisor shall respond to fire alarms or other emergency code nomenclatures.
- The Shift Supervisor shall orient and train all new Security Officers assigned to the Hospital/Clinic
- The Shift Supervisor shall require all Security Officers to complete both an incident report and shift log detailing any incidents/events they assisted with during their shift. The incident report and shift log shall be completed before the end of the Security Officers shift in which the incident/event occurred. The log shall be retained by the Hospital/Clinic for risk management purposes and shall become the property of AHS.
- In addition to the duties and responsibilities described above, the Shift Supervisor shall perform, when necessary, all General Duties and Responsibilities described under Security Officer Duties below

### **ROVING SECURITY OFFICER/SUPERVISOR DUTIES AND RESPONSIBILITIES**

- Contractor shall propose coverage for one continuous 24-hour roving supervision post and additional Roving Supervisors during weekdays
- Contractor will provide roster of Supervisor and post assignments.
- All Roving Supervisors will be provided with marked security vehicles (provided by Contractor) and will be available for immediate response to security incidents.
- The Contractor will not assign Roving Supervisors duties involving other clients while assigned to an AHS Post.
- The Supervising Roving shall patrol sites as assigned by the Contractor and concurred with in writing, by AHS leadership. Each Roving Supervisor shall patrol an area designed to maximize the coverage at each AHS site.
- A Roving Supervisor will inspect each Guard post at least once per shift unless emergency response duties prohibit. Inspections will be performed on a varying schedule to maximize effectiveness.
- Each Roving Supervisor shall be required to contact the facility's designated Site Contact each time a facility is visited and is to document the contact on the Supervising Roving Patrol's site visit contact log and the Site's Daily Activity Log.
- If concerns are communicated by Site Manager to Roving Supervisor about a Guard's performance, Contractor Coordinator will inform AHS Leadership in writing within 1 business day.
- Roving Supervisors shall be dedicated to AHS Sites only. Sites that may be in the area that are not on the AHS Contract but are serviced by the Contractor cannot be included in that route.
- Contractor shall provide, in writing to AHS leadership, a statement indicating the authority vested in the Coordinator/Contract Representative
- The Coordinator/Contract Representative shall direct, schedule and coordinate all security Guards and their functions to completely accomplish the work as required by the specifications of this contract.
- The Coordinator/Contractor's Representative shall be responsible for discipline and conduct of all Guard staff and will be available by cell phone on a 24-hour basis for consultation with AHS staff as needed.
- The Coordinator provided on this contract is to be at the Contractors expense.
- The Contractor shall provide a System for use in tracking site visits by Roving Supervisors or use AHS' proximity badge readers.
- The Contractor will provide weekly reports from the system to AHS leadership covering all site visits made by Roving Supervisors billed to the AHS.

- As operational needs dictate, AHS Leadership can require additional Roving Supervising staff. Contractor must provide potential candidate within 30 calendar days. Position must commence within 90 days of request.

## **POST-SPECIFIC SECURITY OFFICER RESPONSIBILITIES**

### **Emergency Department (ED) Posts**

- Perform crowd control in the Emergency Department, its lobby/waiting room and adjacent interior and exterior spaces.
- Monitor waiting room throughput to control visitor(s) to one (1) person per room at all times as established by AHS policy, or a variation thereof if authorized by the Emergency Department manager (or clinical coordinator in their absence)
- Perform security checks in and around the Emergency Department every 10-15 minutes.
- As allowed per AHS guidelines, perform and appropriately document suicide watch on behavioral health patients when deemed necessary by the medical or nursing staff.
- As allowed per AHS guidelines, assist with the application of patient restraints at the direction of medical or nursing staff
- Use an electronic metal detector wand on individuals
  - Perform pat-down searches for contraband
- Utilize aggression management and de-escalation training skills as trained, assist with aggressive, belligerent, and combative patients only when requested to do so by unit staff or if the patient presents imminent physical danger to individuals.
- Assist clinicians, per AHS guidelines, with the application of patient restraints at the direction of medical or nursing staff as a last resort, when all other means of managing the situation have been exhausted. A minimum amount of force necessary only to safely bring a situation under control shall be utilized at all times. The Security Officer may request assistance from other Security Officers, as appropriate.
- Not engage in medical counseling or behavioral health interventions with patients
- Assist with search of patient and patient's belongings for contraband as indicated by AHS staff.
- Assist with the transport of admitted psychiatric patients to the Behavioral Health unit and restrained patient to procedures such as x-ray.

### **Behavioral Health Unit Post**

- Receive orders and directions from the Nurse Manager or Charge Nurse on duty, and shall abide by the Behavioral Health Unit's Security Guard Responsibilities guidelines
- Utilize aggression management and de-escalation training skills as trained, assist with aggressive, belligerent, and combative patients only when requested to do so by unit staff or if the patient presents imminent physical danger to individuals.
- Per AHS guidelines, assist clinicians with the application of patient restraints at the direction of medical or nursing staff as a last resort, when all other means of managing the situation have been exhausted. A minimum amount of force necessary only to safely bring a situation under control shall be utilized at all times. The Security Officer may request assistance from other security officers, as appropriate.
- Assist with placing patients in seclusion under the supervision of the Nurse Manager or Charge Nurse. The Security Officer shall be trained on the AHS policies pertaining to utilization of restraints.
- Notify Triage of voluntary patients.
- Record ambulances arriving and departing from Triage.
- Sit in on legal proceedings and court hearings, if subpoenaed
- Not engage in medical counseling or behavioral health interventions with patients.

**Admission of Visitors:**

- Enforce AHS's Visitation Policy
- Acknowledge and screen all individuals entering the facility.
- Enforce Covid visitor restrictions or other restrictions applied in special circumstances.
- Verify with each nursing unit if visitor(s) is permitted to visit with patient.
- Document all visitors and issues visitor passes.
- Abide by AHS guidelines, policies, and procedures regarding admissions involving patients on the AHS Opt Out visitor list.
- If required, monitor in-house video security surveillance system and reports and documents any suspicious activity captured by the surveillance system.

**Patrolling Parking Lots:**

- Remain visible as a security deterrent against vehicle thefts and break-ins
- Investigates and reports to the shift supervisor any suspicious activity observed or reported to by employees
- Patrol the AHS site campus and enforce the site's Parking Policy to include issuing parking citations and calling towing company.

**REGULATORY REQUIREMENTS**

- Contractor must meet the following regulatory requirements:
  - Joint Commission: EC -01.01.01, 02.01.01, 02.01.03, 02.02.05, 02.06.01., 04.01.01
  - CMS: 482.13 (c)(2), 482.41(a), 482.41(b)(5), 482.26(b), 482.53(b), 482.15(d)(1)(i), 482.15(b)(1)(ii)(c), 482.15(c)(2)(i), 482.15(d)(1)(iv), 482.15(f)(3)
  - CDPH: 70738, 70741
- Contractor shall conduct an annual Safety and Security risk assessment. The annual Safety and Security risk assessment must include a specific timeline and plan in the SMART goal format for addressing each of the recommendations. Examples of security risks include workplace violence, theft, infant abduction, and unrestricted access to medications.
  - Security Contractor to identify safety and security risks associated with the environment of care that could affect patients, staff, and other people coming to the hospital's facilities. Risks to be identified via ongoing monitoring of the environment, results of root cause analyses meetings in collaboration with the Environmental Health and Safety team, conducting proactive risk assessments of high-risk processes, and from credible external sources such as Sentinel Event Alerts.
  - Security Contractor to develop and recommend a process to identify individuals entering facilities. The Contractor is to determine which visitors require identification and provide those individuals specific identifiers, e.g., wristband or temporary badges.
  - Security Contractor to identify security sensitive areas of AHS facilities and control access to security sensitive areas.
  - Security Contractor to develop and follow written procedures for security incidents, including, but not limited to, an infant or pediatric abduction.
  - Security Contractor to control access to the facility, assist/relocate patients, and evacuate patients to areas of refuge during a fire, fire drill, or fire hazard.
  - Security Contractor to control access to AHS facilities during a mass casualty or disaster, to keep relatives and curious persons out of the triage area.

## **COVID-19 PATIENT, EMPLOYEE, AND VISITOR SCREENING**

- At points of entry, the security Contractor will be required to conduct Covid-19 symptom screening to identify if patients, employees, or visitors have Covid-19 symptoms. The Contractor will be provided instructions on how to direct individuals displaying Covid-19 symptoms.
- The security Contractor will use an AHS provided script to inquire if patients, visitors, or employees have Covid-19 symptoms.
  - For employees, the security Contractor will conduct a temperature screening with a non-contact infrared thermometer and document the temperature reading and employee's responses to the Covid-19 symptom questions on paper.
  - For patients and visitors entering AHS facilities, the security Contractor will conduct a temperature screening with a non-contact infrared thermometer and ask the Covid-19 symptom screening questions.
  - For all individuals entering AHS facilities, the security Contractor is to ensure an AHS approved face mask is worn prior to entering the facility.

## **AHS PROCESS AND POLICY COMPREHENSION**

- Contractor will be provided AHS's policies, procedures and practices. Contractor shall ensure that all Security Officers receive an initial orientation to AHS's practices, policies and procedures prior to being placed on the Approved Security Officer List.
- All security officers shall receive instruction/direction on the topics identified below prior to commencement of Security Guard Services being performed. Training will be provided by the Contractor at Contractor's expense as detailed below. Contractor shall be responsible for the payment of all Security Officer salaries while they are receiving initial training and annual re-certification for the duration of the Agreement.
- Department Specific Orientation – Each newly assigned Security Officer shall be oriented and receive specific training to the AHS campus and posts *prior* to being placed on the Approved Security Officer List. The newly assigned Security Officer shall work in each post a minimum of 3 hours. This is to allow the security officer to become familiarized with the working conditions and environment.
- Department Specific Orientation includes meeting with AHS Security Director for a policy and procedure review prior to commencing work. The meeting shall not exceed (4) four hours
- All Security Officers shall attend a de-escalation and aggression management training (CPI/TEAM training). Security Officers must demonstrate knowledge, skill and ability in reducing tension of an agitated person or situation and exhibit nonverbal, para-verbal, verbal and physical intervention skills to the satisfaction of AHS's Security Director.
  - The contractor's Shift Supervisor assigned to the AHS Hospital/Clinic will provide clearance to work in the Behavioral Health Unit and Emergency Department. Failure to pass these courses and demonstrate knowledge, skill and ability in reducing tension of an agitated person or situation is automatic grounds for dismissal from AHS.
- Joint Commission Certification – Shall complete one (1) hour certification program within sixty (60) days of commencement of contract services and four (4) half-hour (1/2) re-certification classes annually, thereafter.
- Customer Service Training – Shall participate and complete a course that teaches professional, positive and courteous interaction with patients, family member(s), employees, and others associated with AHS.
- Return to work – If a Security Officer is reassigned to another contract or is absent from the AHS for a period of 6 months or longer, the Security Officer shall attend the next available Basic Orientation, de-escalation/aggression management course prior to being placed on AHS's Approved Security Officer List. In addition, the Security Officer shall review all applicable security policies and procedures and make-up any missed educational safety fairs

- Miscellaneous (All Other) Training – Shall attend other training courses as deemed necessary by AHS for patient, visitor, physician, and staff safety purposes.
- As requested by AHS, each Security Officer shall be able to verbalize and demonstrate job specific competencies as it relates to security in a hospital setting.
- The Contractor will provide AHS leadership with a copy of all training materials prior to the beginning of the contract and on an annual basis
- The Contractor shall provide to AHS leadership written notice of training completion for each new Guard prior to Guards being assigned to the AHS contract
- Training by a certified professional or course will be provided by the Contractor to each security Guard prior to their assignment at a post as follows:
  - Crowd Control procedures
  - How to deal with confrontational individuals
  - How to handle potentially violent clients, without use of restraints
  - How to handle potentially mentally ill individuals
  - Use of restraint - when, where and how to utilize this
  - Additional training shall include but not be limited to:
    - Fire alarm monitoring, reporting and resetting
    - Life safety procedures
    - Report writing
    - Intrusion alarm operation
    - Use of alarm related computers and monitoring systems
    - Use of fire extinguishers
    - Use of handheld metal detection devices – scanners and wands
    - Management and Engagement with ED Visitors
    - All AHS site specific Codes
    - 5150s

#### **HEALTHCARE SPECIFIC SECURITY TRAINING**

- The following healthcare specific security training modules are expected to be completed by all members of the security Contractor assigned to work at AHS campuses. This includes all leadership roles and security officers working at AHS sites. Contractor’s healthcare specific security training shall be furnished at by Contractor at Contractor’s expense.
- The security Contractor is to provide AHS a copy of the Contractor’s healthcare specific security training modules and curriculum.
- The security Contractor is expected to maintain training records of completed modules for every officer, supervisor, and manager assigned to work at AHS campuses. The training records are to include the modules completed at initial onboarding and annual refreshers of each module.
  - The security Contractor is to provide AHS copies of training records as requested.
- At the very least, the following healthcare specific security modules are to be included in the security Contractor’s training curriculum:
  - Introduction to Healthcare
  - Patient Restraint
  - HIPAA for Healthcare Security
  - EMTALA
  - MRI Safety Zone Orientation
  - Use of Force Scenario
  - Infant Abduction Prevention
  - Healthcare Bloodborne Pathogens
  - Introduction to Hand Hygiene
  - Emergency Preparedness
  - Fire Safety Professional

- Workplace Violence
- Note Taking and Report Writing
- Patrol and Observation
- Post Orders
- Appearance and Wellness
- Exceptional Customer Care
- Personal Safety
- First Aid, CPR and AED Overview
- Workplace Violence
- Emergency Management
- Indicators of Terrorist Surveillance
- Interpersonal Communications
- Dealing with Aggressive Behavior
- Environmental Safety
- Active Shooter

**\*\*END OF ATTACHMENT 5\*\***

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

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM  
SECURITY SERVICES PROGRAM**

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**Proposers must include rates separately for each *contract year* up to three (3) years (must include proposed CPI). Please submit fees in the format requested below. Indirect Costs must be all inclusive and Proposer must include an itemized list of what these Indirect Costs are composed of.**

**Cost Proposal(s) for Management of the AHS Security Services Program**

Position	Site	Direct Cost Per Hour	Indirect Cost Per Hour	Total Costs Per Hour	Hours/Year	Total
<b>Year 1 Total</b>						

Position	Site	Direct Cost Per Hour	Indirect Cost Per Hour	Total Costs Per Hour	Hours/Year	Total
<b>Year 2 Total</b>						

Position	Site	Direct Cost Per Hour	Indirect Cost Per Hour	Total Costs Per Hour	Hours/Year	Total
<b>Year 3 Total</b>						

**ATTACHMENT 6  
REFERENCES**

**MANAGEMENT OF THE ALAMEDA HEALTH SYSTEM  
SECURITY SERVICES 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. References should provide details and explanations indicating Proposer's experience working in healthcare and serving a medical population.

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  
SECURITY SERVICES PROGRAM**

Note: 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.

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

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

A.	Completeness of Response	Pass/Fail	
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Points

B.	Ability to Meet Scope of Services	30	
C.	Cost of Services	25	
D.	Proposer Experience and Performance	20	
E.	Local, Minority and Women Owned Businesses will be given preference	10	
F.	Proposed Value-Added Features / Solutions /Resource Commitment	10	
G.	Oral Presentation / Interview (if applicable) / Changes requested to the AHS Agreement	5	
<b>TOTAL</b>		<b>100</b>	