

ALAMEDA COUNTY MEDICAL CENTER



*Highland Campus-Fairmont Campus
John George Psychiatric Pavilion
Ambulatory Healthcare Services*

December 15, 2009

**ADDENDUM No. 10
To
RFP No. ACMCRM06-3 and ACMCRM06-3B
For**

PER DIEM & EXTENDED PLACEMENT CLINICAL SERVICES

CONTRACT TERM

The contract period for Request for Proposal No. ACMCRM06-3 and ACMCRM06-3B for Per Diem and Extended Placement Clinical Services has extended from January 1, 2006 through December 31, 2009 to January 1, 2006 through December 31, 2010, with agreed prices, terms and conditions remaining the same.

JCAHO CERTIFICATION

ACMC registry provider agencies are required to have obtained Health Care Staffing Certification through The Joint Commission (TJC). In May 2008, ACMC notified all provider agencies of our requirement that all Per Diem and Extended Placement Agencies must have and/or obtain Health Care Staffing Certification issued by TJC. Any current provider agency that has not provided proof of TJC certification by **December 31, 2009**, will result in the termination of your Agreement with ACMC.

MANDATORY TRAINING

MERLIN Training

The Highland Campus of ACMC currently utilizes a computerized nursing documentation system. The training will be required for all agency staff assigned to the following units: ICU, TCU, Med Surg and Med Surge Tele Units. Agency staff will be selected according to their years of experience, skill set and usage at ACMC. The Merlin class dates and times, as well as agency staff selection will be coordinated by the ACMC Staffing Office Coordinator or designee. Failure to respond will result in training being offered to other registry staff. The agency will absorb all cost of MERLIN training for their staff. Please contact Dana Thomas, Staffing Supervisor at dthomas@acmedctr.org or Wacheera Davis, Staffing Office Manager at wdavis@acmedctr.org.

Crisis Prevention Intervention (CPI) Training

ACMC acknowledges the many concerns regarding the September 1, 2009 deadline for all agency staff working at John George Psychiatric Pavilion (JGPP) and Fairmont Community Hospital (FACH) to obtain Crisis Prevention Intervention (CPI) training (2 days). As a result, the deadline has been extended until **January 1, 2010** allowing time to meet this expectation.

The avenues you can explore to meet this requirement are as follows:

1. Registry provider may designate a representative from their agency to become a certified instructor to train the staff from your agency. ACMC will pay Instructor at the rate of \$63 per hour.
2. Registry provider may send staff individually for the 2 day CPI class.

To obtain more information regarding the training schedule times and fees for training for your area, please visit the CPI website at www.crisis.prevention.com.

Agency staff that has not obtained certification by the effective date will not be able to work at JGPP and FACH campuses. In the interim, ACMC will continue to accept the Management of Assaultive Behavior certification.

ADDED CLINICIAN

Effective January 1, 2010, the following position has been added to provide temporary and extended placement staffing for clinical services for the contract period ending December 31, 2010, and will be paid at the following rates:

| Clinician | Regular Rate (per hour) | Overtime Rate (per hour) |
|----------------------------|------------------------------------|-------------------------------------|
| Lab Assistant/Phlebotomist | \$22.00 | \$33.00 |

Position Description:

The Lab Assistant/Phlebotomist, under close supervision of an ACMC certified licensed laboratory professional, will perform a variety of tasks, including washing and cleaning glassware and utensils; performing routine preparation for laboratory testing, performing specified tests; and other related duties as required.

Duties & Job Functions

Duties shall include, but are not limited to, the following functions:

1. Assist in the preparation of tests; Prepare a variety of bacteriological media following established instructions and directions including the weighing, boiling, autoclaving and dispensing of media; prepare specimens for shipping and maintaining accurate records.
2. Operate laboratory equipment such as the steam autoclaves, water distilling apparatus, centrifuges, and the glassware washer; performs operator maintenance on laboratory equipment.
3. Perform venous and skin punctures to obtain blood samples for test purposes.
4. Make solutions of acids and other chemical reagents required for cleaning; prepare reagents using prescribed formulas and following standard procedures.
5. Make round of wards picking up specimens such as urine, stool and tissue; make entries in laboratory records and route specimens to the proper laboratory; make entries in patient medical charts of laboratory test results.
6. Maintain stocks of laboratory supplies and material and maintain appropriate records.
7. Perform clerical duties such as laboratory slips, logging test request and recording temperatures; receive and sign for evidence from officers and couriers; log in evidence and keep accurate records, type evidence release forms and release evidence to proper agencies.

Qualifications Required

Contractor provided personnel must have the equivalent of 3 years full-time work experience in a clinical lab, crime laboratory or related setting involving the preparation of various media, acids, chemical reagents and sterilization of laboratory equipment and materials.

Knowledge Skills and Abilities

1. Methods and materials used in cleaning laboratory utensils, equipment and materials.
2. Proper and safe handling of acids and chemicals
3. Laboratory safety features.
4. Basic filing systems (numerical, alphabetical)
5. Following verbal and written instructions.
6. Maintaining laboratory records.
7. Mixing according to detailed technical directions, chemical and neutralizing agents.
8. Planning and organizing time.
9. Assisting in the preparation of test under the close supervision of an ACMC laboratory

professional.

10. Operating laboratory equipment such as steam autoclaves, ovens, incubators and centrifuges.
11. Performing non-technical laboratory work including dusting and washing.
12. Experience performing venous and skin punctures to obtain blood samples for test purposes.

Request For Proposal No #ACMCRM06-3 and Request For Proposal ACMCRM06-B is hereby amended as follows:

LICENSE REQUIREMENTS:

Contractor shall verify that clinicians referred to ACMC under this Agreement possess the following current and valid licenses/certifications as follows:

| POSITION | CERTIFICATION REQUIREMENTS |
|---------------------------------------|---|
| All Provider Agencies | Healthcare Staffing Services Certification from The Joint Commission (TJC). |
| Certified Nursing Assistant (C N A) | Certification for the California State Department of Health Services with minimum tow (2) years to expiration |
| Electrocardiograph (Echo) Technician | Certification issued by Cardiovascular Credentialing International as a Certified Electrocardiograph Technician (CET) or Certified Cardiology Technician (CCT) |
| Lab Assistant | Equivalent of 3 years full-time work experience in a clinical lab, crime lab or related setting involving the preparation of various media, acids, chemical reagents and sterilization of lab equipment and materials |
| Licensed Psychiatric Technician (LPT) | Licensed by the California State Board of Psychiatric Technicians |
| Licensed Vocational Nurse (LVN) | License issued by the California State Board of Vocational Nurses |
| Occupational Therapist | National Board of Certification for Occupational Therapy |
| Operating Room Technician (ORT) | Proof of graduation from an accredited ORT program and/or certificate of completion for equivalent received in military training. |
| Physical Therapist | Licensed by the State of California |
| Physical Therapist Assistant | California Certification |
| Registered Nurse (RN) | License issued by the California State Board of Registered Nursing |
| Respiratory Therapist | Licensed by the State of California |
| Sterile Processing Technician | Licensed by Certification Board for Sterile Processing (CSPD) |

Payment for Hours Worked

Holidays shall only be compensated if the clinician is required to work on that day. Holiday rates shall be paid for the following ACMC recognized holidays:

- Martin Luther King Jr.'s Birthday
- Presidents Day (Washington's Birthday)
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Holiday Pay

The workday shall be defined as the twenty-four (24) hour period beginning at or nearest to 7:00a.m. Holiday pay is calculated as follows:

- a. 12 Hour Staff – starts at 7:00p.m. ,ends at 7:00a.m. of the evening preceding the holiday.
{12.0 hours x 1.5 (as Holiday OT)}
- b. 8 Hour Staff – starts at 11:00p.m.on the night preceding the holiday.
{8.0 hours x 1.5 (as Holiday OT)}

Overtime

A. *Eight (8) Hour Units*

Overtime shall be defined as those hours worked in excess of eight (8) consecutive hours in a day, or in excess of forty (40) hours in one work week. Contractor is responsible for notifying ACMC whenever an assigned shift will result in overtime. Overtime shall not be paid without prior authorization from ACMC Management.

B. *Twelve (12) Hour Units*

Dailey registry and extended placement staff that are booked for twelve (12) hour units will receive the regular rate of pay for the first twelve (12) hours. Overtime in excess of twelve (12) hours in one shift will be paid at one and one-half (1.5) times the regular rate. The overtime rate will be paid for all time in excess of forty (40)hours per week at one and one-half (1.5) times the regular rate.

Listed below are the 12 hour unit Departments:

- ICU
- TCU
- 9W (Labor and Delivery)
- 9C (Post Partum)
- ER
- PACU
- 9E (Nursery)
- OR, PACU (combined 8 and 12 hour units)

Contract Exhibits

The following Contract Exhibits have been revised and/or deleted:

1. Exhibit J1 – Business Associate Agreement – Revised. Please review, sign, date and return with this Addendum.
2. Exhibit K1 – Background Information
3. Exhibit L1 – Hiring Examination Requirements
4. Exhibit M1 – APMC External Agency Requirements for Personnel Deployment to APMC
5. Exhibit O1 – Education Record has been deleted.
6. Exhibit N1- Tuberculosis Screening - Positive PPD

Effective immediately, the above referenced Exhibits K1, L1, M1 and N1 must be submitted for all new staff deployed to APMC.

EXHIBIT J-1 BUSINESS ASSOCIATE AGREEMENT

This Addendum supplements and is made part of that (“Agreement”), effective _____ 2010, entered into by and between _____, hereafter referred to in this agreement as “Business Associate” and **Alameda County Medical Center** hereinafter referred to in this agreement as “Covered Entity”.

Recitals

- A. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (“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 (“CFR”) and contained in this Addendum.

1. Definitions.

- a. “*HIPAA*” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “*HIPAA Regulations*” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 CFR Part 160 and 45 CFR 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 CFR 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 CFR Section 160.103
- f. “*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).

- h. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA and the HIPAA Regulations.

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

- 2.1 Performance of Services. Except as otherwise limited in this Agreement, Business Associate is permitted to use or disclose PHI on behalf of, or to provide services to, Covered Entity if such use or disclosure of PHI would not violate the HIPAA Regulations or the HITECH Act if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity in connection with the performance of the services provided under Agreement between ACMC and xxx or such use or disclosure is expressly permitted under Section 2.2 of this Agreement.
- 2.2 Business Activities of the Receiving Party. Unless as otherwise limited in this Agreement, the Business Associate is permitted to:
 - a. Except as otherwise limited in this Agreement, Business Associate may use PHI for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
 - b. Except as otherwise limited in this Agreement, Business Associate may disclose PHI to a third party for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities, provided that the disclosure is required by law; or the Business Associate obtains reasonable assurances from the third party to whom the PHI is disclosed that it will (i) keep confidential and use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the third party; and (ii) the third party will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - c. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B). Data aggregation services involve the combining by the Business Associate of (a) PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity with (b) PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
 - d. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).
 - e. Business Associate may de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of the HIPAA Regulations. Such resulting de-identified information would not be subject to the terms of this Agreement.

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

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

- a. Use and/or disclose the PHI only as permitted or required by this Agreement as defined in Section 2 or as otherwise required by law.
- b. Not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a). Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- c. Report in writing to Covered Entity any access, use or disclosure of the PHI in violation of this Agreement, and any breach of unsecured PHI of which it becomes aware as soon as reasonably practicable.
- d. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper access, use and/or disclosure of PHI that the Business Associate reports to the Covered Entity.
- e. Implement and use formal policies and procedures that address appropriate administrative, physical and technical safeguards to prevent any access, use or disclosure of the PHI other than uses and disclosures expressly provided for by this Agreement.
- f. Ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI and implement administrative, physical and technical safeguards, 45 C.F.R. Sections 164.504(e)(2)(ii)(D) and 164.308(b). Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation, 45 C.F.R. Sections 164.530(f) and 164.530(e)(1).
- g. Make available all records, books, agreements, policies and procedures relating to the access, use and/or disclosure of PHI to the Secretary of the Department of Health and Human Services (“Secretary”) for purposes of determining the Receiving Entity’s compliance with this Agreement, 45 C.F.R. Section 164.504(e)(2)(ii)(H).
- h. Upon prior written request, make available during normal business hours at Receiving Party’s offices 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 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 CFR 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 CFR 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 in a time and manner designated by the Covered Entity. 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 (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 or to an Individual in order to comply with the requirements under 45 CFR 164.524 and the policies of Covered Entity. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity.
- l. When requested by Covered Entity or an Individual, 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 CFR 164.526 and the policies of Covered Entity. Such amendments shall be made by Business Associate in the time and manner designated by Covered Entity.
- m. Subject to Section 6.5 below, return to the Covered Entity or destroy, within 60 days of the termination of the Agreement, the PHI in its possession and retain no copies whether in paper, electronic, or any other form of media.
- n. Access, use and disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder, 42 U.S.C. Section 17935(b) and 45 C.F.R. Section 164.514(d)(3). Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- o. During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) 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 same civil and criminal penalties as Covered Entity if Business Associate violates the Privacy Rule or the terms of the Agreement.

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

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

5. **INFORMATION OWNERSHIP**

- 5.1 **Information Presumed Owned by Covered Entity.** The following provisions control the ownership of PHI Disclosed under this Agreement. These provisions shall not apply to information which (a) is readily available or can be readily ascertained through public sources, (b) a party has previously Received from a source or sources legally entitled to Disclose such Information to the party, or (c) can be demonstrated by documentation to have been independently developed by the Business Associate without reference to any information provided by the Covered Entity.
- a. All information shall be deemed to be the exclusive property of the Covered Entity, unless (a) otherwise expressly agreed in writing or (b) the information was previously received by the Covered Entity from another party to this Agreement, who did not disclaim ownership in Writing.
 - b. A disclosure of PHI shall not transfer legal title to information to the Receiving Party, unless otherwise expressly agreed in Writing.

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

- 6.1 **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in Section 6 of this Agreement.
- 6.2 **Termination by the Disclosing Entity.** The Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate within 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate and opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.

- 6.3 Termination by Receiving Party. If the Business Associate makes the determination that a material condition of performance has changed under this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days notice of its intention to terminate this Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating.
- 6.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Standard Agreement.
- 6.5 Effect of Termination.

Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Business Associate shall retain no copies of the PHI.

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 5 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. Amendment of Attachment A.* Attachment A may be modified or amended by mutual agreement of the parties at any time without amendment of the Agreement.
- i. Primacy.* To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control.

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

CONTRACTOR

**ALAMEDA COUNTY MEDICAL CENTER
A PUBLIC HOSPITAL AUTHORITY**

Wright L. Lassiter, III.
Chief Executive Officer

Street Address

Date

City, State, Zip Code

Date Signed

EXHIBIT K-1

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**BACKGROUND INFORMATION OF CONTRACTOR PROVIDING
TEMPORARY AND EXTENDED STAFFING OF CLINICAL SERVICES**

Contractor to provide all information requested. Use reverse or attach supplemental pages to this form as required.

If more than one office of Contractor will be used to provide service, provide identifying data for each office.

ACMC facility Contractor will serve:

| | | | | |
|----------------------------------|-----|-------|----|-------|
| Fairmont Hospital Campus | Yes | _____ | No | _____ |
| Highland Hospital Campus | Yes | _____ | No | _____ |
| John George Psychiatric Pavilion | Yes | _____ | No | _____ |
| Eastmont Health Center | Yes | _____ | No | _____ |
| Hayward Health Center | Yes | _____ | No | _____ |
| Newark Health Center | Yes | _____ | No | _____ |

Federal employer identification number: _____

State employer identification number: _____

Date of business in city doing business: _____

Business license number: _____

OPERATING PROCEDURES

Describe in detail the operating procedures utilized. Describe any operational procedures deemed relevant which are not requested.

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STAFFING OF CONTRACTOR OFFICE

1. Employee Administrator - This title refers to the individual responsible for coordinating and assuring the hiring and retention of qualified personnel. Please advise if another title is used for this position.

Name: _____

Title: _____

Start Date in Position _____

2. Director of Staff Development and In-Service Training

Name: _____

Title: _____

Start Date in Position: _____

3. List other employees by title and job function who will be involved in administering this contract.

HOURS OF COVERAGE

1. Hours office open: _____

2. Describe mechanism used to provide service when office is not open:

a. If an answering service is used provide name of service.

b. If other answering device used advise method and time frame of response to be provided.

CONSULTATION

Contractor shall have available a registered nurse for consultation regarding nursing practice matters. The registered nurse must have experience in psychiatry when consultation is needed by Highland Mental Health Division and John George Psychiatric Pavilion.

Attach statement of nurse qualifications and availability.

EXHIBIT K-1

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DOCUMENTATION

1. Attach copy of employment application used by your agency.
2. Describe nurse personnel documentation maintained by your office e.g., licenses, disciplinary actions, qualifications, in-service training, etc.

HIRING PRACTICES

Describe in detail procedures for recruiting, screening and employing all categories of personnel. Provide a statement to completely describe all tests or other mechanisms used to assess qualifications. Specify minimum skill and experience levels accepted. Information to include:

- Method for recruiting, including affirmative action policies and practices
- Explanation of testing procedures
- Sample of written exam for each classification
- Explanation of screening procedure
- Explanation of placement procedures
- Explanation of interviewing procedures
- Explanation of reference check procedure

Document and forward to the ACMC Healthcare Contracting Department all policies and procedures for the following criteria utilized to hire/place/evaluate personnel:

- Level of experience required for hiring.
- System for checking qualifications of employees including evidence of the questions asked, job performance, job knowledge, (include all tests), license verification, previous employers.
- System for verifying health status of employee.
- Statement on who interviews and hires the nurse for placement.
- Orientation program outline regarding working conditions at Alameda County Medical Center.
- Statement regarding policy on continuing education credit, staffing development programs, special preparation (i.e., critical care).
- Performance evaluation and how often given.

EXHIBIT K-1

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1. Describe tests or other assessment mechanisms used for each category of nursing personnel listed below.
2. Indicate the highest possible score and the lowest score which is acceptable, who provides tests and their qualifications.
3. State the minimum experience requirements acceptable for each category of nursing personnel.

| NURSING PERSONNEL CATEGORY | TEST & PROVIDERS | HIGH SCORE | LOW SCORE |
|---|------------------|------------|-----------|
| 1. Registered Nurses and Licensed Vocational Nurses | | | |
| a. Critical Care (Intensive Care, Definitive Observation Unit, Coronary Care, Recovery Room, Emergency Department) | | | |
| b. Medical - Surgical Med-Tele Chemotherapy | | | |
| c. Nursery | | | |
| d. Obstetrics | | | |
| e. Cardiology | | | |
| f. Radiology | | | |
| 2. Licensed Vocational Nurse with Psychiatric Experience | | | |
| a. Psychiatry | | | |
| b. Administration of Medication | | | |
| 3. Licensed Psychiatric Technician | | | |
| a. Psychiatry | | | |
| b. Administration of Medication | | | |
| 4. Certified Nursing Assistant | | | |
| 5. Mental Health Aid | | | |
| 6. Medical Assistants | | | |

EXHIBIT K-1
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| NURSING PERSONNEL CATEGORY | TEST & PROVIDERS | HIGH SCORE | LOW SCORE |
|-------------------------------------|------------------|------------|-----------|
| 7. Occupational Therapist | | | |
| 8. Occupational Therapist Assistant | | | |
| 8. Physical Therapist | | | |
| 9. Physical Therapist Assistant | | | |
| 10. Speech Therapist | | | |
| 11. Respiratory Therapist | | | |
| 13. Operating Room Technician | | | |
| 14. Lab Assistant/Phlebotomist | | | |
| 15. Sterile Processing Technician | | | |
| 16. Echo Tech | | | |

IN-SERVICE AND STAFF DEVELOPMENT

Describe all in-service and staff development programs provided to nursing personnel. Indicate for each program whether it is mandatory or voluntary and the frequency with which it is offered.

Provide names, addresses and description of training provided by other contractors or individuals who are not full time employees.

Describe what actions are taken if nursing personnel fails to complete mandatory in-service training.

EXHIBIT L-1

HIRING EXAMINATION REQUIREMENTS

| CATEGORY | EXAMINATION REQUIREMENTS | PASSING SCORE |
|---|--|---------------|
| A. Critical Care | Written Exam: Clinical questions in areas of lab values, monitoring, dysrhythmias, pathology in each system, pharmacology. | 90% |
| B. Medical – Surgical | Oral or Written Exam: Clinical situations with questions requiring choice of appropriate action for various medical/surgical conditions. | 90% |
| C. Nursery | Oral or Written Exam: Questions on basic pathophysiology in newborns | 90% |
| D. Obstetrics | Oral or Written Exam: Clinical related questions covering states of labor, pathophysiology and pharmacology | 90% |
| E. Pharmacology (required of all licensed personnel) | Written Exam: Questions on medication rights abbreviations, conversions, drug calculations, local and IV (as appropriate) | 90% |
| F. Psychiatry | Written or Oral Exam: Questions on commonly used psychoactive medications and management of patient behavior | 90% |

EXHIBIT M-1
Page 1 of 3

EXTERNAL AGENCY REQUIREMENTS

FOR PERSONNEL DEPLOYMENT TO ALAMEDA COUNTY MEDICAL CENTER

As a submittal to this RFP, respondents must complete this form for three (3) clinicians, in different classifications, based on documentation in clinician's personnel files. Exhibits G through I must also be completed for each clinician and copies of documents should be attached to support information provided. This form must be filled out completely and submitted to ACMC prior to the onset of the first assignment.

Employee Name: _____

Agency Name: _____

Classification: _____

Completed By: _____

DATE

- | | |
|---|----------------|
| 1. RN/LVN/CNA/LPT license expiration (Circle One) | _____ |
| 2. Verbal verification with licensing / certification agency | _____ |
| 3. Basic Life Support expiration | _____ |
| 4. Advanced Cardiac Life Support expiration (Intensive Care Unit and Emergency Dept, Med-Tele, SDU, L & D, OR and PACU) | _____ |
| 5. Annual completion of Safety and Infection Control Review | _____ |
| 6. Review of ACMC Nursing Department Orientation Booklet a. Sign off Acknowledgement b. Post-Test (must be submitted prior to deployment to ACMC) | _____ _____ |
| 7. Child / Elder Abuse / Domestic Violence Reporting | _____ |

EXHIBIT M-1

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EXTERNAL AGENCY REQUIREMENTS

FOR PERSONNEL DEPLOYMENT TO ALAMEDA COUNTY MEDICAL CENTER

DATE

13. Required Certifications / Evidence of Competency:
- A. Minimum three (3) years recent full-time experience in clinical area.
Psychiatric staff experience must be in an inpatient facility. _____

Number of years experience clinical area:
Med/Surg ICU ER OR PAR L&D
NURSERY PSYCH
 - B. Emergency Department, Transitional Care Unit, Intensive Care Unit,
Labor and Delivery, Operating Room, Post Anesthesia Recovery, Nursery _____
 - C. John George Psychiatric Pavilion and Fairmont:
Crisis Prevention Intervention Training _____
 - D. Operating Room Tech Training Program _____
 - E. Sterile Processing Technician Program _____
 - F. Electrocardiograph (Echo) Technician
(Cardiovascular Credentialing International) _____

Original license (drivers license and clinical), BLS certificate, ACLS, PALS, CPI (if required), orientation book post checklist, background check, all health screening documents and resume must be on file in APMC Staffing Office, **prior to deployment to APMC. Agency staff will provide a hard copy of documentation upon first day of hire.*

EXHIBIT N1

Page 1 of 2

TUBERCULOSIS SCREENING - POSITIVE PPD

Personnel with a positive skin test (PPD) to tuberculosis in the past have had a yearly chest x-ray to rule out active infection. In order to reduce unnecessary x-rays, primarily because of the radiation exposure, the County is using the State Department of Health guidelines to screen with a questionnaire. The questions concern the symptoms of tuberculosis. These symptoms, however, are not specific to tuberculosis. The answers to these questions are reviewed by clinicians and are kept private. If you feel uncomfortable filling out the questionnaire you have the option of having a chest x-ray at your expense.

_____ I choose to answer questionnaire, see reverse.

_____ I prefer to have a chest x-ray at my own expense and will have the results forwarded to my employer.

Name (Print or Type)

Signature Date

EXHIBIT N-1
Page 2 of 2

TUBERCULOIS SCREENING SURVEY - POSITIVE PPD

Please print legibly:

Last name First name DOB

Dept. / Unit Phone # Job title

Campus: HGH FH JGPP ACS
 Employee Volunteer Student Resident

1. Year or positive TB skin test: _____
*** If you have had a positive TB skin test, there is no need to have another test*

2. In the past year, have you ever had any of the following symptoms for more than three weeks at a time? *(Please check all that apply).*

- | | |
|--|--|
| <input type="checkbox"/> Persistent coughing | <input type="checkbox"/> Excessive fatigue |
| <input type="checkbox"/> Coughing up blood | <input type="checkbox"/> Persistent fever |
| <input type="checkbox"/> Excessive sweating at night | <input type="checkbox"/> Shortness of breath |
| <input type="checkbox"/> Excessive weight loss | |

****Please provide explanation if any of the above boxes have been checked:**

Signature: _____ Date: _____

Please verify your acknowledgement and acceptance of this Addendum by signing and returning this letter to:

Alameda County Medical Center
Healthcare Contracting Department
Attn: Renita Moore
1411 East 31st Street
Oakland, CA 94602

Company

Print Name and Title

Signature

Date