

**REQUEST FOR PROPOSAL NO. ACMCRM06B**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**For**  
**PER DIEM & EXTENDED PLACEMENT CLINICAL SERVICES**

**RESPONSE DUE**  
**before**  
**3:00 p.m.**  
**on**  
**January 19, 2009**

**at**  
**Alameda County Medical Center**  
**Healthcare Contracting Department**  
**1411 E. 31st Street,**  
**4<sup>th</sup> Floor, B Wing, Room 6**  
**Oakland, CA 94602**

**ALAMEDA COUNTY MEDICAL CENTER  
REQUEST FOR PROPOSAL NO. ACMCRM06B  
FOR  
PER DIEM & EXTENDED PLACEMENT CLINICAL SERVICES**

**TABLE OF CONTENTS**

<b>STATEMENT OF WORK</b>	<b><u>PAGE(S)</u></b>
I. Intent	3
II. Scope	3
III. Specific Requirements	4-16
<b>INSTRUCTIONS TO BIDDERS</b>	
IV. Acronym and Term Glossary	17
V. ACMC Contacts	18
VI. Calendar of Events	18
VII. Submittal of Bids	18-20
VIII. Response Format/Submittals	20
IX. Response Content	20
X. Evaluation Criteria	21-22
<b>TERMS AND CONDITIONS</b>	
XI. Term / Termination / Renewal	22
XII. Pricing	22
XIII. Award	23
XIV. Method of Ordering	23
XV. Other Agencies	23
XVI. Liquidated Damages	23
XVII. Funding Out Clause	24
XVIII. ACMC Provisions	24-30
XIX. General Requirements	30-31

**ATTACHMENTS**

- Exhibit A, Bid Acknowledgement, signed
- Exhibit B, Bid Form, completed and signed
- Exhibit C, Certificate of Insurance, submit insurance as required
- Exhibit D, Credentialing Information
- Exhibit E, Request for Preference for Local Products and Vendors, completed and signed (if applicable);
- Exhibit F, Exceptions, Clarifications and Amendments Form, completed and signed (ACMC is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.);
- Exhibit G, Contract Provisions
- Exhibit H, Sample Proposal Evaluation Form, fill in vendor name;
- Exhibit I, ACMC Sites and Addresses;
- Exhibit J, Business Associate Agreement, signed;
- Exhibit K, Background Information of Contractor Providing Temporary and Extended Staffing of Clinical Services (five (5) pages);
- Exhibit L, Hiring Examination Requirements;
- Exhibit M, ACMC External Agency Requirements for Personnel Deployment to ACMC, as a submittal to this RFP respondents must complete this form for three (3) clinicians 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;
- Exhibit N, Tuberculosis Screening – Positive PPD;
- Exhibit O, Education Record;
- Exhibit P, Adult/Child Abuse and Domestic Violence Reporting Requirements;
- Exhibit Q & R, Current and Former References

## **STATEMENT OF WORK**

### **I. INTENT**

It is the intent of these specifications, terms and conditions to describe the Alameda County Medical Center (ACMC) requirement for per diem and extended placement clinical services. The services are to include furnishing the Alameda County Medical Center (ACMC) with the following clinical personnel:

Registered Nurse  
Licensed Vocational Nurse  
Licensed Psychiatric Technician  
Operating Room Technician  
Mental Health Aide  
Certified Nursing Assistant  
Medical Assistants  
Speech Therapist  
Physical Therapist  
Physical Therapy Aide  
Occupational Therapist  
Respiratory Therapist

These specifications, terms and conditions and the successful Contractor's response shall constitute the contract's between ACMC and the successful Contractor's. Any contract's resulting from this Request for Proposal (RFP) cannot be altered or amended except by an instrument in writing executed by both parties.

### **II. SCOPE**

Per diem and extended placement of clinical services may be required at the following ACMC locations:

Highland Hospital Campus  
1411 East 31st Street  
Oakland, CA 94602

John George Psychiatric Pavilion  
2060 Fairmont Drive  
San Leandro, CA 94578

Fairmont Hospital Campus  
15400 Foothill Blvd.  
San Leandro, CA 94578

Newark Health Center  
6066 Civic Terrace  
Newark, CA 94560

Eastmont Wellness Center  
5950 Foothill Blvd.  
Oakland, CA 94605

Hayward Health Center  
224 W. Winton Avenue  
Hayward, CA 94544

Alameda County Medical Center ACMC guarantees no minimum or maximum amounts to be expended against this agreement.

### **III. SPECIFIC REQUIREMENTS**

#### **A. Referral Terms and Conditions**

1. Contractor shall furnish clinical personnel subject to availability of qualified clinicians.
2. ACMC shall procure one hundred percent (100%) of its registry and traveler temporary and extended placement services from Contractors whose bids have been accepted by ACMC (as evidenced by formal notice of acceptance issued by ACMC), subject to the following exceptions:
  - Contractor may not procure per diem and extended placement services from staff employed by ACMC.
  - ACMC Obligation to procure services from Contractor is subject to Contractor's ability to perform according to these Specifications, Terms and Conditions.
  - ACMC is not obligated to use one contractor exclusively.
  - Except as herein provided, neither failure of Contractor to provide services, nor failure of ACMC to apply to Contractor to fill its temporary staffing needs because no need exists, constitutes a breach of this agreement. If Contractor is unable to make referrals because staff who could otherwise be referred to ACMC have been referred to other hospitals by that same Contractor (at rates in excess of those set forth in this bid) after Contractor's receipt and confirmation of a request from ACMC, the Contractor shall be in breach of this agreement and shall be responsible for payment of One thousand dollars (\$1,000.00) in liquidated damages per incident.
  - Contractor cannot send their staff to other hospitals at a higher rate and not provide ACMC with staff after an order was placed. There will be a one thousand dollar (\$1,000) fee for each occurrence.

#### **B. Recruitment**

Contractor and its employees shall not engage in recruitment activity when providing services. ACMC deems such activity non-productive and disruptive and, therefore, the Contractor may be terminated for cause.

#### **C. Restriction of Employment of County Employees**

Contractor shall not employ ACMC employees to provide temporary or extended placement of personnel to ACMC nor will ACMC reimburse the Contractor for such services.

#### **D. Account Executive**

1. Contractor shall assign an account executive that shall be responsible for ACMC's account. The account executive shall receive all job orders from ACMC and shall be ACMC's primary contact for all placement issues.
2. Contractor shall provide a dedicated competent account manager who shall be responsible for the ACMC account. The account manager shall receive all orders from ACMC and shall be the primary contact for all issues regarding this contract.
3. Contractor shall provide adequate, competent support staff who shall be twenty-four (24) hours per day, seven (7) days per week. Such representatives shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
4. Account manager shall be familiar with ACMC requirements and standards and work with ACMC to ensure that established standards are adhered to.

#### **E. Response Time**

Contractor shall, upon receipt of an ACMC request for temporary and extended placement services, provide qualified personnel at the exact time specified when given two (2) business hours notice by ACMC. In cases when notification is less than two (2) business hours, the Contractor shall make reasonable attempts to provide personnel as requested.

#### **F. Background Checks**

Back ground checks should be done yearly, and using the company that ACMC Human Resources Department uses.

1. Contractor must screen all clinical staff to ensure competency for and compatibility with ACMC's request for service and have written documentation of reference checks in its personnel files. Contractor must also perform criminal background checks on all staff reporting to ACMC. In addition, ACMC may perform background checks on temporary and extended placement clinical staff when necessary. ACMC reserves the right to find any nurse candidate unacceptable, should they not pass this background check. questions regarding convictions for any violation of the law, including felonies and misdemeanors, but not traffic violations under \$125.00. A conviction record shall not necessarily bar employment. Each case shall be given individual consideration based on job-relatedness. Annual backgrounds will be done per ACMC's HR policy.
2. Contractor shall include, as part of the employee application and verification proves, questions regarding convictions for any violation of the law, including felonies and misdemeanors, excluding traffic violations under \$125.00. A conviction record shall not

necessarily bar employment. Each case shall be given individual consideration based on job-relatedness.

### **G. Contractor Staffing Requirements**

1. Contractor shall offer twenty-four (24) hour service to ACMC for the purpose of placing per diem placement requests for service. Telephone messages left with the Contractor shall be returned within thirty (30) minutes to confirm request for service.
2. Contractor shall have available a qualified registered nurse for consultation regarding nurse practice matters.
3. Contractor shall employ personnel have the skill setting and competency for the types of clinical services required as evidenced by State and Federal mandated licenses and/or certificates, and offer in-service training and staff development services to its employees acceptable to and compatible with ACMC In-Service Standard (see Section 23).
4. Contractor shall allow the Comptroller General of the United States, HHS and their duly authorized representatives to examine its contract, books, documents and records until the expiration of four (4) years after services are furnished under the contract referred to above (42 CFR 420.302).
5. Contractor's medical standards shall be equivalent to the medical standards of ACMC and as required by law and accreditation and regulatory agencies. Documented evidence of current history and physicals for each clinician provided to ACMC shall be on file with the Contractor and produced within one (1) hour when requested by ACMC.
6. Contractor testing requirements shall be equivalent to testing requirements of ACMC. (Refer to Exhibit E for testing requirement standards.) Contractor shall submit a copy of its testing material for review and acceptance. If testing materials do not meet the standards of ACMC, Contractor shall comply with said standards prior to contract award.

**H. License Requirements**

1. Contractor shall possess all business licenses required by law for the type of business that it conducts.
2. Contractor shall verify that clinicians referred to ACMC Alameda County Medical Center under this contract possess current and valid licensure as follows:

<b><u>POSITION</u></b>	<b><u>CERTIFICATION REQUIREMENTS</u></b>
Registered Nurse (RN)	License issued by the California State Board of Registered Nursing
Licensed Vocational Nurse (LVN)	License issued by the California State Board of Vocational Nurses
Licensed Psychiatric Technician (LPT)	Licensed by the California State Board of Psychiatric Technicians
Certified Nursing Assistant (C N A)	Certification for the California State Department of Health Services with minimum tow (2) years to expiration
Occupational Therapist	National Board of Certification for Occupational Therapy
Respiratory Therapist	Licensed by the State of California
Physical Therapist	Licensed by the State of California
Physical Therapist Assistant	California Certification
Operating Room Technician (ORT)	Proof of graduation from an accredited ORT program and/or certificate of completion for equivalent received in military training.
Proof to work in USA	

3. Contractor shall check clinical licensure and certifications against the California State Board’s database to verify license is valid and in good standing prior to providing clinical staff to ACMC.
4. Providing a clinician to ACMC who has a probationary or suspended license may be cause for contract termination. All clinical staff that requires a license and/or certification must be able to present their license and/or certification upon request when working at ACMC.

**I. Alameda County Medical Center In-Service Standards**

1. To comply with Joint Commission for Accreditation of Hospital Organization (JCAHO) requirements, Contractor shall provide to ACMC and maintain in the personnel file, the following verification of the following for all staff referred to ACMC:
  - Annual fire and safety review
  - Annual infection control review.

- Contractor will be responsible for fees incurred.
2. Current Basic Life Support (BLS) certificate issued through the American Heart Association (AHA) or American Red Cross (ARC). Registered Nurses and LVN's referred for specialty area positions (Intensive Care Units, Recovery Room, TCU - Emergency Department) must have a current Advanced Cardiac Life Support (ACLS) certificate issued by the American Heart Association (AHA) or American Red Cross (ARC).
  3. Annual review of ACMC Hospital Orientation material. ACMC shall provide the Contractor with current information pertaining to dress code, sitter/patient care technician guidelines, ID Badge, staff documentation policies, basic computer information, unit dose medication, narcotic/hypnotic procedures, code blue policy, patient classification acuity information and IV certification information pertaining to each Hospital. The Contractor shall distribute orientation information to the clinician prior to his/her arrival at ACMC. Orientation information for each facility the clinician works at shall be noted in the agency's personnel file that he/she has reviewed and understands the information as evidenced by the employee's signature. ACMC Hospital shall provide a minimum of one (1) day orientation for extended placement nurses. Orientation of temporary agency staff can be arranged if approved by ACMC. Orientation cost would be equally shared between ACMC and Contractor. Any other training will be done at the cost of the Contractor.
  4. Daily registry must complete the ACMC Orientation packet and must show evidence of completion prior to start.
  5. Travelers will attend all required orientation. Cost will be equally shared between ACMC and Contractor.
  6. Written documentation of completion of a class for Management of Assaultive Behavior training or equivalent (MAB, PMAB, CPT, etc.).
  7. Proof of compliance with OSHA regulation 29 CFR part 1910.1030 Occupational Exposure to Bloodborne Pathogens" which includes: Evidence of both initial and annual in-service training Hepatitis B immunity (as evidenced by a positive serum titre) Vaccination, or a signed Hepatitis B Vaccine Declination document.
  8. For in-service courses not attended through the Contractor, an official certificate of completion form the provider is required. ACMC shall charge the Contractor a fee of \$350.00 for clinicians to attend in -service training programs at the Hospital and receive vaccinations from ACMC.
  9. Child/Elder Abuse/Domestic Violence Reporting review, as specified in the Sections 11160-11166 and 15632 of the California Health and Welfare Code and ACMC policy, Reporting Requirements, Exhibit O, enclosed.
    - Written documentation which identifies that the clinician is able to perform

appropriate Age Related Care.

- Contractor shall comply with new JCAHO and ACCM requirements that may be implemented during the term of this contract.

#### J. Nursing / Clinical Requirements

1. RNs, LVNs, LPTs and CNAs shall possess and keep in their possession an original (not a reproduction) current valid license, certificate issued by the State of California, or certificate of completion as required, and current Basic Life Saving (BLS) certificate issued by the American Heart Association (AHA) or American Red Cross (ARC) and any other required certifications and shall present said license/certification to ACCM upon request.
2. Acute care nurses shall have three (3) years recent full-time experience in the specific unit they are working (i.e. Surgery, ICU, In-Patient Services), including experience within the last year. Registered Nurses, LVNs and LPTs referred for a specialty area position, (i.e., TCU, ICU, Labor and Delivery, Nursery, Emergency Department, Psychiatry, Operating Room/Post Anesthesia Recovery, etc.) shall have at least three (3) years full-time equivalent experience in the relevant specialty area.
3. Certified Nursing Assistants (CNA) shall have at least three (3) years full-time equivalent experience in an acute general care hospital within the last three (3) years, which shall be documented by reference(s) on file with Contractor. Such personnel shall have a current CPR certificate. All CNA's must maintain their current certification in order to be assigned to ACCM.
4. RN's, LPT's, LVN's with psychiatric experience and mental health aides shall have at least three (3) years full-time equivalent experience in an acute inpatient psychiatric facility within the last three (3) years for placement at John George Psychiatric Pavilion. Experience shall be documented by reference(s) on file with the Contractor.
5. ACCM reserves the right to request a copy of certification and/or documentation and a statement of verification of experience.
6. The following clinical staff positions require a minimum of three (3) years experience and a current Basic Life Saving (BLS) certificate issued by the American Heart Association (AHA) or American Red Cross (ARC):
  - Occupational Therapist
  - Respiratory Therapist
  - Physical Therapist
  - Physical Therapy Assistant

K. Nurse Standards and Verification

1. Proof of annual skin test (intradermal PPD) per ACMC guidelines shall be on file with Contractor and shall show date of test and results. Proof shall be furnished on physician's letterhead, lab form, or a form with a physician, personnel authorized by a physician, physician assistant, or nurse practitioner signature.

L. Audits

1. Random audits shall be conducted by ACMC during the contract period to review Contractor personnel files and monitor compliance with the bid Specifications, Terms and Conditions and Exhibits. A score of 100% will be required. Contractor shall immediately notify ACMC of clinicians not in compliance and provide compliance updates.
2. Audits may be conducted onsite at Contractor's location or accomplished through written requests either for a specific employee or all personnel supplied by the Contractor. ACMC reserves the right to request spot audit information that must be furnished via fax within a thirty (30) minute time frame.
3. Contractor shall immediately notify ACMC of clinicians not in compliance and provide compliance updates.
4. Contractors found to be in non-compliance of an audit may be terminated.

M. Schedule of Work

1. The workday shall be defined as the twenty-four (24) hour period beginning at or nearest to 7:00 a.m. The first shift of the workday shall be defined as the day shift.
2. The work week shall be defined as the seven (7) day period beginning at or nearest to 7:00 a.m. Sunday and ending on Saturday with the 11:00 p.m. to 7:00 a.m. shift (or shift nearest to that time).

O. Request for Services

1. ACMC shall endeavor to request clinicians at least two (2) hours prior to reporting time. It is the Contractor's responsibility to keep ACMC departments informed of staff that is available for temporary and extended placement assignments.
2. ACMC shall order services from all awarded contractors, in ascending rate order, that have notified ACMC of staff that are available for temporary and extended placement assignments.

3. Contractor shall send written confirmation (via email or fax) to ACMC confirming temporary and extended placement staff assignment dates, area assigned and work schedule (8 or 12 hour shifts).
  - a. Late Call:
    - Staff requested less than one half (1) hour prior to start time shall be allowed a maximum of one (1 hour) from the time of confirmation to arrive for duty.
    - If the staff arrives within one (1) hour and completes a full shift, the nurse shall be compensated and Contractor shall bill for a full shift. If the nurse does not arrive within the prescribed one (1) hour, only actual hours worked shall be paid.
  - b. Contractor shall supply one individual for the specified period in response to ACMC requests for extended placement. The nurse shall comply with the full time work schedule and shifts as determined by the specific needs of the Department, subject to change.
  - c. Extended placement nurses shall be guaranteed a minimum of sixty (60) paid hours per two (2) week period. ACMC reserves the right to cancel the contract if the staff is not required.
  - d. Unscheduled absences (i.e., sick time) for extended placement nurses shall be made up either during or at the end of the contract period at the regular rate. If the time is not made up, the Contractor will be charged a rate of \$63.00 per hour for time lost.

P. Payment for Hours Worked

1. 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:

Labor Day	President' Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
New Year's Day	

Extended placement nurses scheduled November and December must work one of the following holidays: Thanksgiving Day, Christmas Day or New Years Day.

2. Daily Registries and Extended Placement Agency Staff- Eight (8) hour shifts.
  - Regular time rates are paid for the first eight (8) hours.
  - Overtime shall be defined as those hours worked in excess of eight (8) consecutive hours, or in excess of forty (40) hours in one workweek.

- Overtime pay rate shall not exceed one and one-half (1.5) times the regular rate for the first four (4) hours and double the regular rate for the remainder of a double shift.
  - Overtime in excess of 40 hours per week but not a double shift will be paid at one-half (1.5) times the regular rate.
  - 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.
  - Staff shall notify the supervisor / manager / designee in advance of an overtime request and no later than one (1) hour prior to the end of the shift. If ACMC is not notified of overtime two (2) hours prior to the assignment, Contractor is responsible for overtime pay, ACMC will pay the standard hourly rate.
  - ACMC shall contact Contractor for pre-authorization if a clinician works overtime in excess of two (2) hours.
  - When a shift overlaps two (2) calendar days, a holiday shift is defined as that shift of which the majority (excluding overtime) is worked on the holiday.
  - The holiday rate shall equal one and one half (1.5) times the agreed upon hourly rate.
  - Worked hours in excess of eight (8) hours on a holiday will be paid at one and one-half (1.5) for the first four (4) hours and double time for the remainder of time for a double shift. O.T. must be pre-approved by Nurse Manager and signed on timesheet.
3. Daily Registry staff that are booked for twelve (12) hour shifts in a twelve (12) hour unit will:
- Receive the regular rate of pay for the first twelve (12) hours.
  - Overtime rate will be paid for all time in excess of forty (40) hours per week at one and one-half (1.5) time the regular rate.
  - Overtime in excess of twelve (12) hours worked in one shift will be paid at one and one-half (1.5) times the regular rate.
  - Overtime for a twelve (12) hour shift on a holiday will be paid at one and one-half (1.5) times the regular rate.
  - Contractor is responsible for following staffing policies by notifying ACMC whenever an assigned shift will result in overtime.
  - Overtime shall not be paid without prior authorization and signature from ACMC management and signed on timesheet.
  - Staff shall notify the supervisor / manager / designee in advance of an overtime request and no later than one (1) hour prior to the end of the shift. If ACMC is not notified of overtime two (2) hours prior to the assignment, Contractor is responsible for overtime pay, ACMC will pay the standard hourly rate.
  - Eight (8) hour shift unit workers cannot work in a twelve (12) hour shift unit unless they are willing to work a twelve (12) hour shift all the time.

Cancellation of Per Diem Staff:

All assigned Per Diem shifts may be cancelled as follows:

- APMC may, without incurring liability, change or cancel any order for clinicians more than one (1) hour before reporting time. Contractor shall be responsible for contacting the clinician prior to reporting time should circumstances dictate such change or cancellation.
- Changes or cancellations by APMC less than one (1) hours before a clinician receives a patient assignment shall result in APMC's liability for payment of four (4) hours billing rate for the clinician involved. The billing rate shall reflect regular time, no holiday or overtime rates will be paid.
- In the event APMC cancels less than one (1) hour before the start of the shift, the hospital may use the agency staff for the four (4) hour period prior to going home. Contractor shall make every attempt to reassign clinician and if Contractor reassigns clinician fill the position. APMC shall pay only hours worked for a replacement cancellation during the shift, APMC shall not be liable for any payment.
- Contractor may, without incurring liability, cancel a clinician order more than three (3) hours before reporting time providing every attempt has been made by Contractor to APMC.
- Contractor shall credit APMC four (4) hours billing rate if a cancellation or no show occurs less than one (1) hour prior to reporting time. Hospital shall pay any replacement provided for actual hours worked.
- Contractor's staff that have not arrived within ten (10) minutes of the identified shift start time will be considered a no show. If a replacement has been identified, said staff would be sent home with no penalty to APMC. The contractor will be charged four (4) hours of show up time.

Extended Placement staff may cancel as follows:

- Twelve (12) hour agency staff may be cancelled for up to twelve hours (12) per each two (2) week period in increments of twelve (12) or more hours.
- Eight (8) hour agency staff may be cancelled for up to 16 hours per two (2) week period in increments of eight (8) hours.

4. APMC may, without incurring liability, change or cancel any order for clinicians more than one (1) hour before reporting time.
5. Changes or cancellations by APMC less than one (1) hour before a clinician receives a patient assignment shall result in APMC liability for payment of four (4) hours billing rate, unless clinician elects to leave, for the clinician involved. The billing rate shall reflect regular time, no holiday or overtime rates will be paid.

6. In the event the ACMC cancels less than one (1) hour before the start of the shift, ACMC may use the agency staff for the four (4) hour period prior to going home. Contractor shall make every attempt to reassign clinician and if Contractor reassigns clinician during the shift, ACMC shall not be liable for any payment.
7. Contractor may, without incurring liability, cancel a clinician order more than three (3) hours before reporting time providing every attempt is made by Contractor to fill the position. ACMC shall pay only hours worked for a replacement cancellation by the contractor.
8. Contractor shall credit hospital four (4) hours billing rate if a cancellation or no show occurs less than one (1) hour prior to reporting time. ACMC shall pay any replacement provided for actual hours worked.
9. Contractor staff that has not arrived within ten (10) minutes of the identified shift start time will be considered a no show. If a replacement has been identified, said staff would be sent home with no penalty to ACMC. The contractor will be charged two (2) hours of show up time.
10. ACMC reserves the right to cancel any agency staff when there's no need for the staff.

R. Right to Dismiss

1. At the sole discretion of ACMC management, if a clinician referred by the Contractor is incompetent, negligent, or has engaged in misconduct, ACMC may require the clinician to leave ACMC's premises and shall inform Contractor of this action immediately. ACMC shall not be obligated to compensate Contractor for such clinically incompetent services on said day and thereafter, and ACMC shall have no further obligation with respect to such clinician's assignment. ACMC shall inform the Contractor of any unsatisfactory performance.
2. ACMC reserves the right to reject referrals or to request a secondary choice. ACMC shall verbally provide information substantiating their decision to reject a referral.

S. Invoicing

1. Contractor shall invoice ACMC for its services at the rates quoted in the bid response, Exhibit B, Bid Form and in accordance with the schedule of rates set by ACMC.
2. Contractor shall invoice ACMC Staffing, unless otherwise advised, upon satisfactory receipt of product and performance of services.

3. ACMC shall notify contractor of any adjustments required to invoice.
4. Invoices shall contain ACMC purchase order number, separated by unit, invoice number, remit to address and itemized services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Invoices shall be issued and payments made only to the Contractor who is awarded a contract.
6. Payments shall be issued to and invoices must be received from the same Contractor name specified on the purchase orders.
7. ACMC shall process monthly and issue a check for the total amount of the invoice within forty-five (45) days. Payment will only be made upon complete satisfactory receipt of product and performance of services.
8. The entire Medical Center is not to be put on credit hold or penalized if an individual Department/Business Unit is delinquent in processing its payments. Contractors must work with the individual Departments/Business Units to resolve any delinquent or other payment issues. Contractors are to take collection actions if necessary, up to and including credit hold, against individual Departments/Business Units, not the entire Medical Center. Failure to follow this procedure may result in termination of the contract. Contractor shall utilize standardized invoice upon request.
9. Sign-in sheets shall be included with each invoice submitted by Contractor for payment.
  - Standardized sign-in sheets shall be available at ACMC to be used by agency staff.
  - Clinicians shall legibly complete and sign correct sign-in sheet.
  - Illegible entries shall not be recognized for payment by ACMC.
  - Sign-in sheets will be faxed to the agency by 12:00 noon every Monday. If a holiday falls on a Monday, time sheets will be faxed on Tuesday.
  - All agency staff are required to sign in and out on the ACMC agency sign-in record.
  - Individual daily Agency timesheet will not be signed by ACMC.
10. Invoices shall be submitted bi-weekly for two (2) week cycles within ten (10) days of the cycle period.
11. Contractor shall provide separate weekly invoices as necessary at end of fiscal year for services ending June 30th at 11:59 p.m. and beginning July 1st at 12:00 midnight.
12. Invoices shall be standardized in an Microsoft® Excel or similar format and:
  - Be listed in order of unit assigned to;
  - Include name, classification, date of service, hours worked, rate per hour and total amount;

- Include subtotals per unit and include hours and dollars with total invoice amount;
  - Be legible and easy to read in twelve (12) point type minimum;
  - Reflect the hours worked from Sunday through Saturday;
  - Include copy of all sign-in sheets for each invoice; and
  - Can be submitted electronically via email in the correct format.
13. Invoices not in conformance will be returned unpaid for correction. Continued submission of invoice not in conformance may result in termination of contract (See Exhibit F, sample of standardized invoice).
  14. Invoices shall be submitted within thirty (30) days of the date of service. Payment shall be made within forty-five (45) working days upon receipt of complete and accurate standardized invoice for services rendered.
  15. Invoice shall include Contractor's billing/accounts receivable representative phone & facsimile number.
  16. If as a result of a Contractor's periodic audit a correction on the invoice should be made, the additional invoice shall be submitted within three (3) months of the original invoice payment date.
  17. Contractor must submit sample invoice prior to contact start.

## **INSTRUCTIONS TO BIDDERS**

### **IV. ACRONYM AND TERM GLOSSARY**

ACLS	Advanced Cardiac Life Support
ACMC	The medical facilities operated by the Alameda County Medical Center (ACMC) which are: <ul style="list-style-type: none"> <li>• Highland Hospital Campus</li> <li>• Fairmont Hospital Campus</li> <li>• John George Psychiatric Pavilion</li> <li>• Eastmont Wellness Center</li> <li>• Hayward Health Center</li> <li>• Newark Health Center</li> </ul>
AHA	American Heart Association
ARC	American Red Cross
BLS	Basic Life Support
C N A	Certified Nursing Assistant
Contractor	Employer of Nursing Personnel (also see “Registry)
CXR	Chest X-ray
Extended Nurse Placement (Travelers)	Four (4) or more weeks of continuous services with sixty (60) hours per two (2) week pay period guaranteed.
ICU	Intensive Care Unit
JCAHO	Joint Commission for Accreditation of Hospital Organization
L & D	Labor and Delivery
LPT	Licensed Psychiatric Nurse
LVN	Licensed Vocational Nurse
MA	Medical Assistant
MD	Medical Doctor
MHA	Mental Health Aid
OR	Operating Room
ORT	Operating Room Technician
OSHA	Occupational Health and Safety Authority
PACU	Post Anesthesia Care Unit
PPD	Purified Protein Derivative
PT	Physical Therapist
RN	Registered Nurse
RT	Respiratory Therapist
TCU	Transitional Care Unit (ICU step-down)
CN	Charge Nurse – Registered Nurse who (1) directs and supervises members of a team consisting of RN’s, LVN’s, MA’s C N A’s and (2) provided direct patient care
Per Diem Agency	Short term, day to day service

## V. ACMC CONTACTS

All questions regarding these specifications, terms and conditions are to be submitted **in writing, via e-mail,** before **1:00 p.m. on January 5, 2009** to:

**Alameda County Medical Center  
Healthcare Contracting  
Attention: Renita Moore  
Email: [rmoore@acmedctr.org](mailto:rmoore@acmedctr.org)**

The ACMC website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to [ww.acmedctr.org](http://ww.acmedctr.org) and click on “Doing Business With Us” for a listing of Open Bids.

## VI. CALENDAR OF EVENTS

Request Issued	December 8, 2008
<b>Written Questions Due</b>	<b>Before 1:00 p.m. on January 9, 2009</b>
Addendum Issued	January 14, 2009
<b>Responses Due</b>	<b>Before 3:00p.m. on January 19, 2009</b>
Contract Start Date:	Upon receipt of Acceptance of Award letter
<b>Note: Award and start dates are approximate.</b>	

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against ACMC based upon ignorance of conditions or misunderstanding of the specifications.

## VII. SUBMITTAL OF BIDS

- A. Sealed bids must be received at the Healthcare Contracting Department of ACMC **BEFORE 3:00 p.m.** on the due date specified above.
- B. Bidders are to submit an **original** plus three (3) copies of their proposal. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound. The original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound. In addition electronic copies in MS Word format must be provided on individual diskettes and/or compact disks (CDs).

- C. Bids are to be addressed as follows:

**RFP NO. ACMCRM06B**  
**Per Diem & Extended Placement of Clinical Services**  
**Attn: Renita Moore**  
**Alameda County Medical Center**  
**B Wing, 4<sup>th</sup> Floor, Room 6**  
**1411 East 31st Street**  
**Oakland, CA 94602**

- D. Bidder's name and return address must also appear on the envelope.
- E. Bids will be received only at the address shown above, and prior to the time indicated. No telegraphic or facsimile bids will be considered. Ongoing responses can be submitted at any time within notice.
- F. All bids, whether delivered by an employee of the bidder, U.S. Postal Service, courier or package delivery service must be received and time stamped at the stated address prior to the time designated. The Healthcare Contracting Departments' timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.
- G. Contractor agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a bid.
- H. All costs required for the preparation and submission of a bid shall be the responsibility of the Contractor.
- I. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
- J. It is the responsibility of the bidders to identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that ACMC agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
- K. ACMC has the right to decline to award this contract.
- L. Other Submittals/Exhibits:
- Exhibit A, Bid Acknowledgement, signed;
  - Exhibit B, Bid Form, completed and signed;
  - Exhibit C, Certificate of Insurance;
  - Exhibit D, Credentialing Information;
  - Exhibit E, Request for Preference for Local Products and Vendors, completed

- and signed (if applicable);
- Exhibit F, Exceptions, Clarifications and Amendments Form, completed and signed (ACMC is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.);
  - Exhibit G, Standard Contract Provisions
  - Exhibit H, Sample Proposal Evaluation Form, fill in vendor name; *(informational)*
  - Exhibit I, ACMC Sites and Addresses; *(informational)*
  - Exhibit J, Business Associate Agreement, signed;
  - Exhibit K, Background Information of Contractor Providing Temporary and Extended Staffing of Clinical Services (five (5) pages);
  - Exhibit L, Hiring Examination Requirements;
  - Exhibit M, ACMC External Agency Requirements for Personnel Deployment to ACMC Hospitals. ***As a submittal to this RFP respondents must complete this form for three (3) clinicians 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;***
  - Exhibit N Tuberculosis Screening – Positive PPD;
  - Exhibit O, Education Record;
  - Exhibit P, Adult/Child Abuse and Domestic Violence Reporting Requirements;
  - Exhibit Q & R, References (current and former), completed and signed.

## **VIII. RESPONSE FORMAT**

- Proposals are to be straightforward, clear, concise and specific to the information requested.
- In order for bids to be considered complete, bidders must provide all information requested.

## **IX. RESPONSE CONTENT**

- Title Page: Show RFP number and title, your company name and address, name of the contact person, telephone number and proposal date.
- Table of Contents: Include a clear identification of the material by section and page number.
- Letter of Transmittal: Description of approach to service in one or two pages state your understanding of the work to be done and a positive commitment to perform the work as specified.
- Responses are to include all information specified in each of the sections listed in the section entitled "Evaluation Criteria" and are to follow in the sequence listed.

## **X. EVALUATION CRITERIA**

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, if relevant information needs to be presented to further support the bidder's case, other appropriate sections may be added.

- A. **Completeness of Response** Pass/Fail  
Responses to this proposal must be complete. Responses that do not address each of the items listed above in Section entitled, Response Content/Submittals above and herein will be considered incomplete, be rated a fail in the Evaluation Criteria and will receive no further consideration.
- B. **Vendor's Understanding of the Project**  
This section is to serve as an introduction to the overall task as the bidder sees it. It is intended as a means of presenting the bidders's understanding of the task and the needs of ACMC.
- C. **Statement of Approach, Schedule and Personnel**
- D. **Relevant Experience**  
Respondents are to provide a list of current clients. References should have similar volume and requirements to those outlined in these specifications, terms and conditions.

Reference information is to include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services, not an accounts receivable or finance person
- Complete street address
- Telephone number
- Type of business
- Dates of service

ACMC may contact some or all of the references provided in order to determine the bidders performance record on work similar to that described in this request. The ACMC 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.

## **TERMS AND CONDITIONS**

### **XI. TERM / TERMINATION / RENEWAL**

- A. The term of the contract will be effective upon receipt of Acceptance of Award letter through December 31, 2009.
- B. The contract will be subject to termination by either party, without cause, upon thirty (30) days advance written notice of intention to terminate.
- C. ACMC may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In particular, any violation of Specific Requirements will be considered a material breach.
- D. By mutual agreement, this contract may be extended for additional terms at agreed prices with terms and conditions remaining the same.

### **XII. PRICING**

- A. All pricing as quoted will remain firm for the term of the contract.
- B. Unless otherwise stated, the Contractor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to ACMC.
- C. ACMC has the right to decline to award this contract if it is determined that proposed pricing is not competitively priced with similar sized counties or non-county agencies within the State of California.
- D. Price quotes shall include any and all payment incentives available to the ACMC.

### **XIII. AWARD**

- A. The award will be made to the responsible bidders who meet the requirements of these specifications, terms and conditions.
- B. ACMC reserves the right to reject any or all responses and to waive informalities and minor irregularities in responses received.
- C. ACMC reserves the right to award to a single or multiple vendors.
- D. Contractor shall sign an acceptance of award letter conforming to, and containing the terms and conditions of this RFP.

**XIV. METHOD OF ORDERING**

- A. This RFP and related addendums shall serve as the Standard Agreement and include the Terms and Conditions of this Agreement.
- B. PO’s shall be faxed, transmitted electronically or mailed and shall be the only authorization to the contractor for services.
- C. Purchase orders and payments for products and services shall be issued only in the name of the Contractor who is awarded a contract.
- D. Contractor shall adapt to changes to the method of ordering procedures as required by ACMC during the term of the contract.

**XV. OTHER AGENCIES**

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor will be requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

**XVI. LIQUIDATED DAMAGES**

**A. Contractor(s) shall be assessed penalties for non-performance as follows:**

<u>Type of Incident</u>	<u>Liquidated Damages</u>
<b>Traveler</b>	
Cancellation of confirmed assignment less than seventy-two (72) hours	No Penalty for both parties will be assessed if a replacement is provided with seventy-two (72) hours.
Failure to complete length of assignment	No Penalty for both parties will be assessed if a replacement is provided with seventy-two (72) hours.
<b>Daily Agency</b>	
Cancellation less than seventy-two(72) hours prior to start time	No Penalty for both parties will be assessed if a replacement is provided with seventy-two (72) hours.
Failure to report for assignment	Four (4) hours bill rate credit to ACMC
Referral of nurse to non-ACMC facility, who could otherwise be referred to ACMC, at rates in excess of those set forth in the RFP, after ACMC request and confirmation received.	\$1,000 per incident

- B. It being impracticable or extremely difficult to fix actual damages, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under this Agreement. Should the amount of the damages exceed the amount due, the Contractor's sureties shall be liable for the excess.
- C. In the event the Contractor's performance and/or deliverable projects have been deemed unsatisfactory by ACMC, ACMC reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

## **XVII. FUNDING OUT CLAUSE**

ACMC may, at its sole option, terminate this agreement at the end of any ACMC Fiscal Year, for reason of non appropriation of funds. In such event, ACMC will give Contractor at least thirty (30) days written notice that such will not be funded for the next fiscal period. In such event, ACMC will return any associated equipment to the Contractor in good working order, reasonable wear and tear expected.

## **XVIII. ACMC PROVISIONS**

- A. Preference for Local Products and Vendors: A 5% preference shall be granted to Alameda County Products or vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices or distribution points located in and having a street address within the County and which holds a valid business license issued by the County for a city within the County. Alameda County products are those, which are grown, mined, fabricated, manufactured, processed or produced within the County.
- B. Hold Harmless: The vendor agrees to defend, indemnify and hold harmless ACMC, its respective officers, employees, agents and servants, for any and all liability caused by the negligence or wrongful act of the vendor arising out of the performance of this contract, or any act or omission of vendor, its agents, employees and servants, or for product liability or breach of warranty by vendor, either expressed or implied, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.
- C. Insurance: Please refer to Exhibit C for the insurance requirements applicable to this request.
- D. Drug Free Workplace: It is the policy of ACMC to maintain a drug free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include all ACMC facilities and premises where ACMC employees

may visit in the execution of their job duties such as homes, schools, hospitals, etc. All ACMC employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered ACMC employees, but who perform work at ACMC worksites for ACMC's benefit, are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in the ACMC workplace may be barred from further work for and in ACMC's facilities as well as from future consideration.

- E. Immigration Naturalization Service Requirements: In compliance with the Immigration Reform and Control Act of 1986, Contractor shall require all persons in its employ to provide the necessary documentation to establish identity and employment eligibility. The Owner requires that all personnel employed be eligible for employment in the United States and have substantiated their eligibility with the Contractor.
- F. 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.
1. 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.
  2. Contractor shall, if requested to so do by ACMC, 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.
  3. If requested to do so by ACMC, Contractor shall provide ACMC 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 or federal law.
  4. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
  5. Nothing contained in this contract shall be construed in any manner so as to require or permit any act that is prohibited by law.

6. Contractor shall include the provisions set forth in paragraphs numbered 1 through 5 (above) in each of its subcontracts.

G. Independent Contractor Status: Independent Contractor are not to be sent to ACMC to meet staffing orders. If Contractor sends personnel to ACMC and he/she is found to be an independent contractor, he/she will not be used for any shift and ACMC will not be responsibility for payment of any time incurred by Contractor. This will be considered a breach of contract if these incidents occur.

F. 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 ACMC, to the Clerk of the Board of Trustees.

No Contractor nor any member of Contractor's family shall serve on any ACMC 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.

I. Confidentiality: Confidential information is defined as all information disclosed to Contractor which relates to ACMC's past, present and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Contract, Contractor will return to ACMC all written or descriptive materials that contain any such confidential information.

J. Use of ACMC Property: Contractor shall not use ACMC premises, property (including equipment, instruments or supplies) or personnel for any purpose other than in the performance of its obligations under this contract.

K. Alameda County Medical Center: The responsibilities, functions, objectives and terms of agreement, including financial arrangements and charges of each such outside resource, shall be delineated in writing and signed by an authorized representative of ACMC and the person or the agency providing the service. The agreement shall specify that ACMC retains the sole authority for professional and administrative responsibility for the services rendered. The outside resource, when acting as a consultant, shall appraise the administrator of recommendations, plans for implementation and continuing assessment through dated and signed reports which shall be retained by the administrator for follow-up action and evaluation of performance.

Tuberculosis: Contractor shall provide ACMC yearly with acceptable proof of Mantoux skin test for tuberculosis or chest x-ray (14 x 17) for all personnel providing on-site services at ACMC. Initial proof shall be provided prior to the provision of service. Acceptable proof shall be a statement signed by a physician of a negative Mantoux test or a signed negative chest x-ray. Contractor or any employees of Contractor who convert from a negative Mantoux test to a positive test must provide a signed physician's statement indicating they are free from the presence of infectious disease.

Contractor shall provide proof of such immunization within 10 days of the annual date of commencement of this agreement to the Office of Employee Health.

Rubella and Rubeola Immunity: Prior to assignment, the Contractor shall provide acceptable proof of rubella and rubeola immunity and other immunities as may be required by law for all individuals who will be providing on-site services at ACMC. Acceptable proof of immunity (positive titer and/or vaccination) shall be a signed statement from an official health provider or a signed health certificate such as for marriage or international travel. Contractor shall provide proof of such immunization within 10 days of the annual date of commencement of this agreement to the Office of Employee Health.

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

- L. Access To Records: Until the expiration of five (5) years after the furnishing of any services, Contractor shall make available, upon written request, to ACMC 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 ACMC. If Contractor enters into an ACMC approved agreement with any related organization to provide services 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 ACMC 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 law does not require it, or if modified by law, such modification will supersede this clause. ACMC 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.

ACMC shall have the right to conduct an audit/compliance review of Contractor, and Contractor shall cooperate fully and promptly with such audit. ACMC 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 ACMC for records pertaining to billing, collections, and clinical care.

M. Conformity with Law Standards and Safety:

1. 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 on Accreditation of Healthcare Organizations 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. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and hold ACMC harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.
2. ACMC 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 ACMC 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 audit by accrediting or regulatory agencies and any plan(s) of correction, which may follow.
3. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify ACMC and the Alameda County Administrator, Risk Manager's Office, and the Alameda County Contracting Officer, Health Care Services Agency Director, by telephone. Contractor shall promptly submit to ACMC, the Alameda County Risk Manager and the Alameda County Contracting Officer a written report, in such form as may be required by ACMC of all accidents that 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 ACMC's equipment, tools, material, or staff were involved.

4. Contractor, its employees and subcontractors will report potential identified compliance issues to ACMC's Contract Administrator or Compliance Officer when identified.
- N. Travel Expenses: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
- O. Work Products and Inventions: ACMC 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 ACMC.
- P. 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 ACMC.
- Q. Subcontracting: None of the work to be performed by Contractor shall be subcontracted without the prior written consent of ACMC. Contractor shall be as fully responsible to ACMC for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.
- R. Lobbying: Contractor shall not use any funds provided under this agreement 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 Hospital Authority Board of Trustees.
- S. Felony Charges: Notwithstanding any other provision of this agreement, Contractor agrees that they, or any member of their staff, if charged with a felony, will remove themselves from ACMC premises until said matter is fully resolved to the satisfaction of ACMC. . Prior to removal, Contractor may meet with representatives of ACMC to discuss ACMC's concern(s) regarding said charge(s) and Contractor will be provided an opportunity to respond.
- T. 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 ACMC, or its officers or employees, Contractor will remove itself or the effected member of their staff from ACMC premises until such matter is fully resolved to the satisfaction of ACMC. Prior to removal, Contractor may meet with representatives of ACMC to discuss ACMC's concern(s) regarding said charge(s) and/or conduct

and Contractor will be provided an opportunity to respond.

- U. Workplace Efficiency and Dispute Resolution: APMC has the exclusive right to make all determinations necessary toward maintaining efficiency of its operations and exercising complete control and discretion over its operation and performance of its work. In the event that Contractor disputes or otherwise disagrees with any decision made by APMC in this regard, Contractor shall immediately communicate the precise nature of its dispute, including the provision of any documentation and other material related to that dispute. Agency Staff must go through their Agency for resolutions of disputes between the Agency and APMC.
- V. Compliance: Subcontractor shall not be currently excluded from the provision of services to programs or patients of Medicare, Medicaid or other federally or state funded programs.

Contractor agrees to participate in APMC's Compliance Program trainings when offered or in the alternative provide a written copy of its own Compliance Program to APMC's contract monitor within sixty days after the execution of this contract.

## **XIX. GENERAL REQUIREMENTS**

- A. The successful contractor shall be regularly and continuously engaged in the business of providing Per Diem & Extended Placement Clinical Services for at **least five (5) years.**
- B. The successful Contractor shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this contract.
- C. Proper conduct is expected of Contractor's personnel when on APMC premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
- D. APMC has the right to request removal of any Contractor employee who does not properly conduct himself/herself or perform quality work.
- E. Contractor personnel shall be easily identifiable as non-APMC employees (i.e. work uniforms, badges, etc.).
- F. Contractor shall be responsible for any and all damage to APMC facilities or equipment as a result of an act or omission arising out of the performance under this contract.
- G. All work shall be performed in a professional manner according to generally accepted industry standards and manufacturers instructions.

- H. Contractor shall not assign or transfer this agreement, any interest therein or claim without the prior written approval of ACMC.
- I. Time is of the essence in each and all the provisions of this agreement.
- J. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.
- K. Governing law will be written for "California".
- L. The assertions made in your proposal shall be considered part of the contract.

**EXHIBIT A - RFP No. ACMCRM06B**  
**For**  
**Per Diem & Extended Placement Clinical Services**

The Alameda County Medical Center (ACMC) is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP number. 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 Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by ACMC, will be paid by ACMC unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to ACMC is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as ACMC, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to ACMC are exempt from certain Federal excise taxes. ACMC will furnish an exemption certificate.
4. Award: (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, ACMC may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. Patent indemnity: Vendors who do business with ACMC shall hold ACMC, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. Samples: Samples of items, when required, shall be furnished free of expense to ACMC and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
7. Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, ACMC may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to ACMC, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do ACMC shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to ACMC. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of ACMC 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 vendor. (c) The rights and remedies of ACMC provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. Discounts: (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by ACMC 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 ACMC warrant check.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder 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 bidder 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 bidder.
10. No guarantee or warranty: ACMC 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 vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State/Zip: \_\_\_\_\_

What advertising source(s) made you aware of this RFP?: \_\_\_\_\_

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

Printed Name Signed Above: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B  
ALAMEDA COUNTY MEDICAL CENTER  
RFP No. ACMCRM06B  
for  
PER DIEM & EXTENDED PLACEMENT CLINICAL SERVICES  
BID FORM**

The rates that ACMC will pay will be disclosed in an additional Exhibit that will be distributed at the Bidders Conference as well as posted on the ACMC website ([www.acmedctr.org](http://www.acmedctr.org)). ACMC specified rates for the various positions apply to all three shifts (day, evening and night).

POSITION	REGULAR TIME RATE	OVERTIME RATE
Registered Nurse		
Licensed Vocational Nurse		
Licensed Psychiatric Technician		
Operating Room Technician		
Mental Health Aid		
Certified Nursing Assistant		
Medical Assistant		
Speech Therapist		
Physical Therapist		
Physical Therapist Assistant		
Occupational Therapist		
Occupational Therapist Assistant		
Respiratory Therapist		
Sterile Processing Technician		

**\*\*Refer to RFP FOR OVERTIME AND HOLIDAYS.**

**EXHIBIT C**

**Insurance Requirements for Professional Services Contracts**

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

Contractor: Use Category that applies to your organization

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

**CATEGORY A MINIMUM REQUIREMENTS**

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

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

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

**CATEGORY B MINIMUM REQUIREMENTS**

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

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

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

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

**CATEGORY C MINIMUM REQUIREMENTS**

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

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

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

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

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

**MISCELLANEOUS REQUIREMENTS**  
(May apply to any category)

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

*See Attached Additional Requirements and/or Conditions.*

### Additional Requirements and/or Conditions

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

\*Certificates of insurance may indicate: "County of Alameda and Alameda County Medical Center 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 County Medical Center Departments.

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

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

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

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

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

Contractor's insurance must be primary to any other insurance available to the Alameda County Medical Center with respect to any claim arising out of this contract or agreement.

**Exhibit D**  
**ALAMEDA COUNTY MEDICAL CENTER**  
**RFP No. ACMCRM06B**  
**for**  
**PER DIEM & EXTENDED PLACEMENT CLINICAL SERVICES**

**Credentialing Information**

Contractor and Contractor's employees and any subcontractors are required to adhere to the same standards of credentialing as hospital employees. Such credentialing is required for:

- Professions providing services as part of a contracted agreement with the medical center.
- Health professionals who are employed by a licensed independent practitioner and provide services under the direction of that credentialed licensed practitioner.
- Law enforcement officers who are guarding patients who are in police custody.

**HOSPITAL MISSION STATEMENT**

*Alameda County Medical Center is committed to maintaining and improving the health of all County residents, regardless of their ability to pay.*

*The Medical Center will provide comprehensive, high quality medical treatment, health promotion and health maintenance through an integrated system of the hospitals, clinics, and health services staffed by individuals who are responsive to the diverse cultural needs of our community.*

*The Medical Center, as a training institution, is committed to maintaining an environment that supportive of a wide range of educational programs and activities. Education of medical students, interns, residents, continuing education for medical, nursing and other staff along with medical research, are all essential components of our environments.*

**BOMB THREAT**

Instructions: Be calm, be courteous, listen, and do not interrupt the caller. Notify supervisor/security by a prearranged signal while caller is on line.

Obtain the following information:

- Where is the device? Attempt to ascertain the exact location.
- When is the device scheduled to detonate? Ask this question only if the caller has not so stated.
- What type of device is it? Attempt to find out what it looks like and the type of explosive, i.e., dynamite, gunpowder, incendiary.
- Why did you plant the device?
- When did you plant the device?

**WHO TO NOTIFY**

The employee receiving the bomb threat call, after recording all of the information received, should notify the Chief Operating Officer, or Chief Executive Officer, or Assistant Hospital Administrator.

- Highland Campus – 510-437-4100 Sheriff's Department
- John George Pavilion – 510-481-4144 Sheriff's Department (Eden Substation)
- Fairmont Campus – 510-481-4144 Sheriff's Department (Eden Substation)

**GENERAL SAFETY/BACK SAFETY x44354**

Policy Statement: An awareness of safe work practices and conditions are of great importance to maintain a safe healthful work environment.

General Procedure

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Report any unsafe conditions or acts</li> <li>• Walk, don't run</li> </ul> | <ul style="list-style-type: none"> <li>• Open doors carefully</li> <li>• Always use proper tools and equipment on the job</li> </ul> |
|---|--|
- Wear appropriate clothing for the job, including protective equipment and attire when procedures call for it.

**SMOKING POLICY**

Alameda County Medical Center is a non-smoking facility. Employees and visitors who smoke must do so outside the building in designated areas.

Compliance with our non-smoking policy is enforced by local ordinance and by regulations imposed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

Patients who smoke are given permission by their physicians to smoke outside of the building. Ambulatory patients may walk outside.

Non-ambulatory patients with permission from their physician may leave via wheelchair and escorted by staff.

**CODE BLUE**

**Code Blue is a life-threatening emergency involving any individual who is in urgent need of medical attention. Immediate action must be taken to summon assistance.**

**At Highland Campus:**

- Dial 510-437-4100 or x44100
- **Say Code Blue and the exact location of the emergency (i.e. digits of the room number or location of patient in distress and nursing station if applicable).**
- **The operator will announce Code Blue and the exact location over the paging system.**
- **A Code Blue Team will respond to this request for assistance.**

**At John George Pavilion:**

- Dial 911
- **Give requested information**

**At Fairmont Campus:**

- Dial 911
- **Give specific directions to location**

**CODE PINK**

**Code Pink is used to ensure a timely and appropriate action of hospital staff when there is a suspected infant abduction. When a staff nurse is aware that the “alarm tag” has activated the system in accident or the situation is a False Alarm, notify the Sheriff’s Department- AS SOON AS POSSIBLE. The Sheriff’s Department will coordinate with the security services to initiate traffic control and will contact the Administrator responsible for Security and the Oakland Police Department.**

**Code Pink**

- **Highland Campus 510-437-4100 or x44100**

**CODE RED**

**All employees are required to know the following information:**

- **Your specific roles in a fire**
- **The location of the fire equipment in your work area (fire alarm boxes, extinguisher, fire hoses).**
- **The evacuation route for your department**

Follow these immediate actions (RACE):

**Rescue Remove Patient from immediate fire hazard.**

**Alert Activate the nearest fire alarm box, close any doors.**

**Confine Contain the fire. Close all doors and windows around a fire to help contain the fire in a given location.**

**Extinguish the fire if possible. Be prepared to move all patients to a safe area away from the fire and ACMC if necessary.**

**These actions should be undertaken simultaneously – the important thing is to act quickly. All fires are to be reported no matter how small.**

In the event of a fire, the fire alarm system will ring and report at the switchboard. The operators will ten page: 904 and the location. Those areas of ACMC with no overhead page will be contacted via the revised “communications tree” or group pager. When the fire is out, or the drill is completed, the announcement over the paging system will be: “All clear on 904”, and the communications tree” or group page initiated to signal ALL CLEAR.

**YELLOW ALERT (EMERGENCY PREPAREDNESS)**

- Have your Alameda County Medical Center identification badge with you at all times. This badge will allow you to get through a roadblock, purchase gasoline and get into the hospital during a disaster.
- Prepare your home and family for an earthquake. Designate a location for family members to wait for you to contact them.
- Keep your supervisor informed of any phone or address changes.

During a disaster, the PBX operator will page: “Attention please. Attention please. There is a Yellow Alert. Repeat there is a Yellow Alert. The Disaster Plan is in effect. All visitors please remain where you are and await instructions from our staff.”

**During a Disaster, every employee must:**

- Return to your department or assigned work area unless you are to report to the Personnel Pool.
- Come to work if scheduled, if at all possible.
- Stay home if not scheduled for work. You will be called if you are needed.
- Enter the Medical Center through employee-designated entrances (i.e., front door, Vallecitos Lot, E Wing Lot, etc.)
- Wear your ACMC photo I.D. badge; it will be required to enter the Medical Center.

For complete details, refer to the Medical Center’s Disaster Plan.

**HAZARD COMMUNICATION (MSDS)**

**Purpose**

- Identify and evaluate the presence of hazardous substances in the workplace.

- Advise, educate and train employees on the presence of and proper use of hazardous substances.
- Reduce the incidence of chemical related occupational injuries and illnesses.
- Satisfy mandate by OSHA (Occupational Safety and Health Administration).

**Material Safety Data Sheets (MSDS)**

All hazardous chemicals must have and MSDS. MSDS's are provided by the manufacturer of the chemical or product. However, if the producer does not provide an MSDS, the department's manager becomes responsible for securing the MSDS. This can be done by requesting the MSDS directly from Material Management.

Remember, the MSDS is the resource for information on the hazardous substances. The MSDS contains information on spill procedures, exposure, first aid, hazardous properties if the chemical, etc.

**Spill Procedure**

**A. Minor Spill** is a situation easily controlled and cleaned by the department a does not result in injury. The department does not require assistance from other departments. Refer to Safety Manual, Procedure Titled: Hazardous Materials Spill

Under 1001ml – Employee follows MSDS instructions

**B. Major Spill** is a situation that cannot be controlled and results in injury and requires emergency assistance. In the event of a major hazardous material spill:

- Contact immediate supervisor
- Isolate contaminated area
- ACTIVATE the nearest fire alarm and call:

Highland Campus	510-437-4800 or x44000
John George Pavilion Campus	510-481-4144 or x54150
Fairmont Campus	510-437-4800 or x44000

**RESTRAINTS**

Definition: Refers to either physical restraints or a drug that is being used as a restraint (chemical restraint)

Clinical Policy Statement: Restraints may only be used if needed to improve the patient's well being and less restrictive interventions have been determined to be ineffective in protecting the patient and others from harm.

Administrative (Law Enforcement) Restraints:

The use of handcuffs or other restrictive devices applied by law enforcement officials is for custody, detention, and public safety, and is not involved in the provision of patient care. Therefore, the use of restrictive devices applied and monitored by law enforcement officials is not considered restraints under the medical center's restraint policy.

*For the full policy, refer to policy – "Restraint Use: Acute" located in the Clinical Practice Manual*

**EXHIBIT E**

**ALAMEDA COUNTY MEDICAL CENTER  
RFP No. ACMCRM06B**

**for  
PER DIEM & EXTENDED PLACEMENT OF CLINICAL SERVICES**

**REQUEST FOR PREFERENCE  
for  
LOCAL PRODUCTS AND VENDORS**

**IF YOU WOULD LIKE TO REQUEST THE LOCAL PREFERENCE  
COMPLETE THIS FORM AND RETURN IT WITH YOUR BID**

A five-percent (5%) preference shall be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices or distribution points located in and having a street address within the County of Alameda and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County of Alameda.

Company Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**EXHIBIT F**  
**ALAMEDA COUNTY MEDICAL CENTER**  
**RFP No. ACMCRM06B**  
**for**  
**PER DIEM & EXTENDED PLACEMENT OF CLINICAL SERVICES**

**Exceptions, Clarifications, Amendments**

List below requests for RFP clarifications and exceptions below, if any, and submit with your bid response. ACMC is under no obligations to accept any exceptions and such exceptions may be a basis for bid disqualification.

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

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

**EXHIBIT G**  
**ALAMEDA COUNTY MEDICAL CENTER**  
**RFP No. ACMCRM06B**  
**for**  
**PER DIEM & EXTENDED PLACEMENT OF CLINICAL SERVICES**

**CONTRACT PROVISIONS**

**1. CONTRACTUAL RELATIONSHIP**

No relationship of employer and employee is created by this Agreement, it being understood that Contractor shall act hereunder as an independent contractor; that Contractor, its officers and employees do not become employees of ACMC or the County of Alameda and shall not have any claim under this Agreement or otherwise against ACMC or the County of Alameda 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 ACMC and the County of Alameda harmless from any and all liability which ACMC or the County of Alameda may incur because of Contractor's failure to pay such taxes.

Contractor does, by this Agreement, agree to perform said work and functions at all times in strict accordance with currently approved methods and practices and that the sole interest of ACMC 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 ACMC.

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

**2. HOLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by Law, Contractor shall hold harmless, defend and indemnify ACMC and the County of Alameda, their respective officers, employees and agents (collectively "Indemnitees") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of Contractor, ACMC or County of Alameda) or damage to any property or property right (including property or property right of Contractor, ACMC or County of Alameda) which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or misconduct of any Indemnitee.

3. **INSURANCE**

Contractor shall at all times during the term of this Agreement with ACMC 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".

4. **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.

5. **CONFORMITY WITH LAW, STANDARDS AND SAFETY**

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 on Accreditation of Healthcare Organizations 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 ACMC to comply with all applicable Health Care Financing Administration (HCFA) 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 ACMC harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

ACMC 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 ACMC 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.

- Accidents: If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify ACMC and the Alameda County Administrator, Risk Manager's Office, and the Alameda County Contracting Officer, Health Care Services Agency Director, by telephone. Contractor shall promptly submit to ACMC, the Alameda County Risk Manager and the Alameda County Contracting Officer a written report, in such form as may be required by ACMC of all accidents which occur in connection with this Agreement. This report must include the following information:
  - a. (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 ACMC's equipment, tools, material, or staff were involved.

**6. PAYMENT**

- a. Payment to Contractor will be made only upon presentation of proper claim by Contractor subject to the approval of ACMC.
- b. Contractor agrees that ACMC may at its sole option withhold fifteen percent (15%) of the funds awarded under this Agreement until such time as all goods and services are received in a manner and form acceptable to ACMC.

**7. TRAVEL EXPENSES**

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

**8. WORK PRODUCTS AND INVENTIONS**

ACMC 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 ACMC.

**9. CONFIDENTIALITY OF INFORMATION**

Confidential information is defined as all information disclosed to Contractor which is protected from unauthorized disclosure under applicable law. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to ACMC all written or descriptive matter which contain any such confidential information.

**10. 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 ACMC, to the Clerk of the Board of Trustees.

No Contractor nor any member of Contractor's family shall serve on any ACMC 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.

**11. USE OF ACMC PROPERTY**

Contractor shall not use ACMC 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.

**12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS**

- a. 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.
- b. 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.
- c. Contractor shall, if requested to so do by ACMC, 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.
- d. If requested to do so by ACMC, Contractor shall provide ACMC 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.
- e. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.

Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law. Contractor shall include the provisions set forth in paragraphs numbered 12.a. through 12.e. (above) in each of its subcontracts.

**13. 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 ACMC.

**14. SUBCONTRACTING**

None of the work to be performed by Contractor shall be subcontracted without the prior written consent of ACMC. Contractor shall be as fully responsible to ACMC for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

**15. DRUG FREE WORKPLACE**

Contractor and Contractor's employees shall comply with ACMC's policy of maintaining a drug free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any ACMC 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 ACMC facility or work site, the Contractor, within five days thereafter, shall notify the head of the ACMC department for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

**16. 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 ACMC 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 ACMC. If Contractor enters into an ACMC 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 ACMC 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. ACMC 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.

ACMC shall have the right to conduct an audit/compliance review of Contractor, and Contractor shall cooperate fully and promptly with such audit. ACMC 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 ACMC for records pertaining to billing, collections, and clinical care.

**17. EMPLOYMENT ELIGIBILITY**

Persons providing services under this Agreement will be required to provide ACMC 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.

**18. RUBELLA AND RUBEOLA IMMUNITY**

Contractor shall provide ACMC acceptable annual proof of rubella and rubeola immunity and other immunities as may be required by law for all individuals providing on site service at ACMC prior to their providing services under this Agreement. Acceptable proof of immunity (positive titer and/or vaccination) shall be a signed statement from an official health provider or a signed health certificate such as for marriage or international travel. Contractor shall provide proof of such immunization within 10 days of the annual date of commencement of this agreement to the Office of Employee Health.

**19. TUBERCULOSIS**

Contractor shall provide ACMC yearly acceptable proof of Mantoux skin test for tuberculosis or chest x-ray (14 x 17) for all personnel providing on site services at ACMC under this Agreement. Initial proof shall be provided prior to the provision of service. Acceptable proof shall be a statement signed by a physician of a negative Mantoux test or a signed negative chest x-ray. Contractor or any employees of Contractor who convert from a negative Mantoux test to a positive test must provide a signed physician's statement indicating they are free from the presence of infectious disease. Contractor shall provide proof of such immunization within 10 days of the annual date of commencement of this agreement to the Office of Employee Health.

**20. ADMINISTRATIVE RESPONSIBILITIES**

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

**21. TIME OF ESSENCE**

Time is of the essence in each and all the provisions of this Agreement.

**22. TERMINATION**

Either party may terminate this Agreement with or without cause by providing THIRTY (30) days' notice, in writing, to the other party. . ACMC may terminate at any time without notice upon a material breach of the terms of this Agreement and/or in the event that ACMC determines that Contractor's performance is substandard or unsatisfactory.

**23. COMPLETE AGREEMENT**

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

**24. LOBBYING**

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

**25. FELONY CHARGES**

Notwithstanding any other provision of this agreement, Contractor agrees that they, or any member of their staff, if charged with a felony, will remove themselves from APMC premises until said matter is fully resolved to the satisfaction of APMC. Prior to removal, Contractor may meet with representatives of APMC to discuss APMC's concern(s) regarding said charge(s) and Contractor will be provided an opportunity to respond.

**26. NOTICES**

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

Alameda County Medical Center  
1411 East 31<sup>st</sup> Street  
Oakland, CA 94602  
Attention: Chief Nurse Executive

**EXHIBIT H**  
**ALAMEDA COUNTY MEDICAL CENTER**  
**RFP No. ACMCRM06B**  
**for**  
**PER DIEM AND EXTENDED PLACEMENT CLINICAL SERVICES**

**SAMPLE PROPOSAL EVALUATION FORM**

**Vendor Name:** \_\_\_\_\_

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

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

Weight    X       = Points  
                  Rating \*

<b>B. Vendors Understanding of RFP</b>			
<b>C. Statement of Approach, Schedule and Personnel</b>			
<b>D. Relevant Experience</b>			
Sub-Total			
Plus 5% Local Preference			
Evaluation Total			

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

**EXHIBIT I**

**ALAMEDA COUNTY MEDICAL CENTER  
RFP No. ACMCRM06B**

**For  
PER DIEM AND EXTENDED PLACEMENT CLINICAL SERVICES**

**ACMC Sites & Addresses**



- 1.HIGHLAND HOSPITAL AND CLINICS  
1411 East 31st Street  
Oakland, CA. 94602**
- 2.EASTMONT WELLNESS CENTER  
6955 Foothill Blvd., Suite 200  
Oakland, CA. 94605**
- 3.FAIRMONT HOSPITAL AND CLINICS  
15400 Foothill Blvd.  
San Leandro, CA. 94578**
- 4.JOHN GEORGE PSYCHIATRIC PAVILION  
2060 Fairmont Drive  
San Leandro, CA. 94578**
- 5.WINTON WELLNESS CENTER  
24100 Amador St., Suite 250  
Hayward, CA. 94544**
- 6.NEWARK HEALTH CENTER  
6066 Civic Terrace Avenue  
Newark, CA. 94560**

**EXHIBIT J**  
**ALAMEDA COUNTY MEDICAL CENTER**  
**RFP No. ACMCRM06B**  
**For**  
**PER DIEM & EXTENDED PLACEMENT OF CLINICAL SERVICES**  
  
**BUSINESS ASSOCIATE AGREEMENT**

This Addendum supplements and is made part of that (“Agreement”), effective \_\_\_\_\_ 2006, 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”.

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. 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 HIPPA Regulations 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 \_\_\_\_\_ 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 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. Report to Covered Entity any use or disclosure of the PHI in violation of this Agreement as soon as reasonably practicable.
- c. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of PHI that the Business Associate reports to the Covered Entity
- d. Use appropriate safeguards to prevent any use or disclosure of the PHI other than uses and disclosures expressly provided for by this Agreement.
- e. Ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Agreement to Receiving Party.
- f. Make available all records, books, agreements, policies and procedures relating to the 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.

- g. 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 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.
- h. 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.
- i. Provide to Covered Entity information collected in accordance with Section 3.1.h of this Agreement, to permit 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. Such information shall be provided in a time and manner designated by the Covered Entity.
- j. 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.
- k. 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.
- l. 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.
- m. 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.

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

4.1 Covered Entity shall not request Business Associate to 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 Section 2.3 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.
- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business

Associate on behalf of Covered Entity. This Business Associate shall retain no copies of the PHI.

- b. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section in HIPAA or the HIPAA Regulations 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.c 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 and the HIPAA Regulations.
- d. *State Law.* Nothing in this Agreement shall be construed to require Business Associate to 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 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. *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**

**Page 1 of 5**

**ALAMEDA COUNTY  
RFQ No. ACMCRM06B**

**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.

**EXHIBIT K**  
**Page 2 of 5**

**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**  
**Page 3 of 5**

**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 APMC 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**  
**Page 4 of 5**

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.

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

**EXHIBIT K**  
**Page 5 of 5**

<b>NURSING PERSONNELL CATEGORY</b>	<b>TEST &amp; PROVIDERS</b>	<b>HIGH SCORE</b>	<b>LOW SCORE</b>
<b>7. Occupational Therapist</b>			
<b>8. Occupational Therapist Assistant</b>			
<b>8. Physical Therapist</b>			
<b>9. Physical Therapist Assistant</b>			
<b>10. Speech Therapist</b>			
<b>11. Respiratory Therapist</b>			
<b>13. Operating Room Technician</b>			

**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**

**ALAMEDA COUNTY  
RFQ No. ACMRM06B  
Per Diem & Extended Placement Clinical Services**

**HIRING EXAMINATION REQUIREMENTS**

<b>CATEGORY</b>	<b>EXAMINATION REQUIREMENTS</b>	<b>PASSING SCORE</b>
<b>A. Critical Care</b>	<b>Written Exam: Clinical questions in areas of lab values, monitoring, dysrhythmias, pathology in each system, pharmacology.</b>	<b>70%</b>
<b>B. Medical – Surgical</b>	<b>Oral or Written Exam: Clinical situations with questions requiring choice of appropriate action for various medical/surgical conditions.</b>	<b>70%</b>
<b>C. Nursery</b>	<b>Oral or Written Exam: Questions on basic pathophysiology in newborns</b>	<b>70%</b>
<b>D. Obstetrics</b>	<b>Oral or Written Exam: Clinical related questions covering states of labor, pathophysiology, and pharmacology</b>	<b>80%</b>
<b>E. Pharmacology (required of all licensed personnel)</b>	<b>Written Exam: Questions on medication rights abbreviations, conversions, drug calculations, local and IV (as appropriate)</b>	<b>80%</b>
<b>F. Psychiatry</b>	<b>Written or Oral Exam: Questions on commonly used psychoactive medications and management of patient behavior</b>	<b>80%</b>

**EXHIBIT M**  
**RFQ No. ACMC01B**  
**Per Diem & Extended Placement Clinical Services**  
**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 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 appropriate Hospital 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.)	_____
5.	Annual completion of Safety and Infection Control Review	_____
6.	Review of ACMC Nursing Department Orientation Manual	_____
7.	Child / Elder Abuse / Domestic Violence Reporting	_____
8.	Health Screening:	
	A. PPD negative and within the past 12 months	_____
	B. If PPD positive, evidence of a negative CXR and annual completion of Tuberculosis Health Questionnaire Date questionnaire completed _____	_____
		CXCR Date _____
C.	Rubella Immunity: Positive titre, or  Rubella Immunization	_____  _____
D.	Rubeola Immunity: Positive Titre, or  Rubeola Immunization	_____  _____

E.Current H & P \_\_\_\_\_

9. OSHA Reg #29 CFR, 1910.1030 (Bloodborne Pathogens):

A. In-service Training \_\_\_\_\_

B. Hepatitis B Immunity: Positive Titre, or Immunity, or \_\_\_\_\_

Declination Document \_\_\_\_\_

10. Required Certifications / Evidence of Competency:

A. Minimum one year 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: Completion of Specialty Training Course \_\_\_\_\_

B. John George Psychiatric Pavilion: Management of Assaultive Behavior Course \_\_\_\_\_

D. Operating Room Tech Training Program \_\_\_\_\_

\*Original license, BLS certificate and ACLS (if required) must on file with the agency.

**EXHIBIT N**  
**Page 1 of 3**  
**RFP No. ACMCRM06B**  
**Per Diem & Extended Placement Clinical Services**  
**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**  
**Page 2 of 3**  
**RFP No. ACMCRM06B**  
**Per Diem & Extended Placement Clinical Services**

**TUBERCULOSIS SCREENING - POSITIVE PPD**

If you have had a positive TB skin test, answer the following questions. If you answer YES, please write an explanation:

**1. To your knowledge, have you ever been exposed to an active case of tuberculosis?**

YES

NO

IF YES, EXPLAIN \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Within the past 12 months have you experienced any of the following symptoms not associated with a specific illness and lasting longer than two weeks?**

YES

NO

IF YES, EXPLAIN \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**a. Unexplained fever/low grade fever**

\_\_\_\_\_  
\_\_\_\_\_

**b. Night sweats**

YES

NO

IF YES, EXPLAIN \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**c. Unexplained weight loss of more than 5 pounds**

YES

NO

IF YES, EXPLAIN \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**d. Persistent cough**

YES

NO

IF YES, EXPLAIN \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT N**  
**Page 3 of 3**  
**RFP No. ACMCRM06B**  
**Per Diem & Extended Placement Clinical Services**

**e. Coughing up phlegm/blood**

**YES**    \_\_\_\_\_

**NO**    \_\_\_\_\_

**IF YES, EXPLAIN**    \_\_\_\_\_

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**f. Loss of appetite**

**g. Unusual fatigue**

**YES**    \_\_\_\_\_

**NO**    \_\_\_\_\_

**IF YES, EXPLAIN**    \_\_\_\_\_

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**h. Do you smoke? If yes, how many packs per day?**

**YES**    \_\_\_\_\_

**NO**    \_\_\_\_\_

**IF YES, EXPLAIN**    \_\_\_\_\_

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\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Signature of MD**

**EXHIBIT O**  
**RFP No. ACMCRM06B**  
**Per Diem & Extended Placement Clinical Services**

**EDUCATIONAL RECORD**

Complete this form or equivalent documentation and maintain in personnel file.

Unit: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Name: \_\_\_\_\_ Degree: \_\_\_\_\_

Unit Specific Title \_\_\_\_\_ Date Completed \_\_\_\_\_

Required Courses Title \_\_\_\_\_ Date Completed \_\_\_\_\_

Certificates Title \_\_\_\_\_ Date Completed \_\_\_\_\_

Title \_\_\_\_\_ Date Completed \_\_\_\_\_

Description of Conference, Convention, Meeting, Course, Workshop, Etc. Attended	Dates or Times of Attendance	Location	*US	*GN	*L

US\* - Unit Specific      GN\* - General Nursing      \*Leadership

**EXHIBIT P**  
**Page 1 of 2**  
**RFP No. ACMCRM06B**  
**Per Diem &Extended Placement Clinical Services**

**ADULT/CHILD ABUSE AND DOMESTIC VIOLENCE REPORTING REQUIREMENTS**

Sections 11160-11166 and 15632 of the California Health and Welfare Code and Alameda County Medical Center policy require that all temporary and extended placement nurses referred by contractors be provided with a copy of this statement, and that this statement be signed by such nurses. It must be retained in the nurse's personnel file or in another appropriate file.

The Health and Welfare Code provides as follows:

**For Child Abuse**

Any employee who has knowledge of or observes a child in his/her professional capacity or within the scope of his/her employment who he/she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

**For Dependent Adult Abuse**

Any employee who in his/her professional capacity or within the scope of his/her employment, either has observed an incident that reasonably appears to be physical abuse, has observed a physical injury where the nature of the injury, the location on the body or the repetition of the injury, clearly indicates that physical abuse has occurred, or is told by an elder or dependent adult that he/she has experienced behavior constituting physical abuse, shall report the known or suspected instance of physical abuse either to the long-term care ombudsman coordinator or to a local law enforcement agency when the physical abuse is alleged to have occurred in a long-term care facility or to either the County Adult Protective Services Agency or to a local law enforcement agency when the physical abuse is alleged to have occurred anywhere else, immediately or as soon as possible by telephone and shall prepare and send a written report thereof within 36 hours.

**For Domestic Violence**

Any employee, who in his/her professional capacity or within the scope of his/her employment, who has knowledge of or has observed domestic violence or injuries caused by a deadly weapon, or whom he/she knows or reasonably suspects has been the victim of domestic violence, shall report the known or suspected instance of domestic violence to the appropriate police/sheriff's department and to Adult Protective Services immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

Your supervisor and Medical Center Administration should be notified whenever you believe that you may be required to report child or dependent adult abuse or domestic violence. In addition, often several hospital employees and medical staff members will learn about the same instance of abuse or domestic violence. The patient's attending physician shall be responsible for making reports or identifying the member of the health care team who shall assume this responsibility.

**If you have any questions regarding this material or your reporting obligations, ask your supervisor or contact Medical Center Administration.**

**I certify that I have read and understand this statement and will comply with my obligations under the Child and Dependent Adult Abuse and Domestic Violence Reporting Laws.**

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**Print or Type Name**

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**Classification**

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**Signature**

**Date**

**EXHIBIT Q  
ALAMEDA COUNTY MEDICAL CENTER  
RFP No. ACMCRM06B  
For  
Per Diem & Extended Placement Clinical Services**

**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.

ACMC 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. ACMC 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.

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

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

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

<b>Company Name:</b>
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**EXHIBIT R**  
**ALAMEDA COUNTY MEDICAL CENTER**  
**RFP No. ACMCRM06B**  
**For**  
**Per Diem & Extended Placement Clinical Services**

**FORMER REFERENCES**

Respondents are to provide a list of three (3) former 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.

ACMC 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. ACMC 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.

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

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

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

<b>Company Name:</b>
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