

**ALAMEDA COUNTY
MEDICAL CENTER**



REQUEST FOR PROPOSAL NO. ACMC10-2

**SPECIFICATIONS, TERMS & CONDITIONS
For
SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS**

RESPONSE DUE

ON OR BEFORE 4:00P.M. PST

ON

MARCH 26, 2010

at

**ALAMEDA COUNTY MEDICAL CENTER
ATTN: RENITA MOORE, CONTRACTS SPECIALIST
1411 E. 31ST STREET, 4TH FLOOR, B- WING
OAKLAND, CA 94602**

ALAMEDA COUNTY MEDICAL CENTER

REQUEST FOR PROPOSAL NO. ACMC10-2 SPECIFICATIONS, TERMS & CONDITIONS

For

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ATTACHMENTS

- Exhibit A - Acknowledgement
- Exhibit B - Bid Form
- Exhibit C - Certificate of Insurance
- Exhibit D1 – Current References
- Exhibit D2 – Former References
- Exhibit E – Request for Local Preference
- Exhibit F – Exceptions, Clarifications, Amendments
- Exhibit G- Proposal Evaluation Form
- Exhibit H-ACMC Sites & Addresses
- Exhibit I-Substitute IRS Form W-9
- Exhibit J-Business Associate Agreement

STATEMENT OF WORK

Intent

It is the intent of this Request for Proposal (RFP) and its corresponding Specifications, Terms and Conditions to solicit competitive bids for the Shredding and Destruction of Confidential Documents services required by Alameda County Medical Center (ACMC) for all of its 6 locations. This RFP and its corresponding Specifications, Terms and Conditions, along with the official Award Letter and a formally executed Standard Agreement shall constitute the entire understanding for Shredding and Destruction of Confidential Documents between ACMC and the successful bidder.

Scope

ACMC is one of the major hospital systems in the Bay Area, currently with 403 licensed beds on three campuses: Highland Hospital, a 236-bed acute care hospital with a Level II Trauma Center, Fairmont Hospital, 159-bed Skilled Nursing Facility and Acute Care Rehabilitation Hospital and John George Psychiatric Pavilion, an 80-bed inpatient psychiatric hospital. ACMC also has 3 freestanding outpatient ambulatory care clinics located in Oakland, Hayward and Newark.

As its core mission, ACMC provides an assured source of care for all Alameda County residents regardless of their financial possibilities.

ACMC Site Locations:

Highland Hospital 1411 East 31 st St. Oakland, CA 94602	Fairmont Hospital Campus 15400 Foothill Blvd. San Leandro, CA 94578
John George Psychiatric Pavilion 2060 Fairmont Dr. San Leandro, CA 94578	Eastmont Wellness Center 5950 Foothill Blvd. Oakland, CA 94605
Newark Wellness Center 6066 Civic Terrace Ave. Newark, CA 94560	Hayward Health Center 224 West Winton Ave. Hayward, CA 94544

NOTE: Site locations are shown on the attached map (Exhibit H)

Shredding Usage (**Quantities**)

Quantities listed are approximates and are annual estimates based on current usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Secured Console (10 GAL)	Secured Mini Console (5 GAL)	Secured Container (95 GAL)	Secured Container (65 GAL)	Secured Container (32 GAL)	Secured Bulk Container	Total No. of Containers
252	325	22	180	21	25	825

The number of containers at each location, their size and distribution at various offices, as well as the frequency of services, may change upon ACMC's request in accordance with its needs. Contractor shall be notified of any anticipated modifications.

SPECIFIC REQUIREMENTS

Contractor shall be able to organize and perform the following services:

Containers

- Contractor shall provide the approximate number and sizes of locked secured containers as indicated in Quantities listed above, and distribute the containers to various locations as directed by ACMC;
- Contractor shall distribute containers only after they have been reviewed and approved by ACMC;
- All containers shall be equipped with attached lid, locking devices and (preferably) wheels;
- Containers shall contain the highest amount of post-consumer materials, be of uniform color, and be clearly marked to indicate the container is only for the deposit of “Confidential Documents for Destruction”;
- Contractor shall submit to ACMC a complete description of the material type, size, color, signage and other features of containers selected by Contractor and accepted by ACMC for services;
- Contractor shall be responsible for maintaining all containers in good working order, cleaning containers as necessary, and providing replacement and/or additional containers as may be requested by ACM during the term of the contract and any extensions;
- Containers shall remain Contractor’s property.

Security

- All Contractor’s personnel involved in the shredding process shall be bonded;
- Contractor shall maintain a complete confidential destruction process;
- Contractor shall provide evidence that all material has been destroyed and recycled and not sold, prior to the destruction process, to outside parties.
- Contractor shall provide ACMC’s designee with certificates of destruction;
- Contractor shall guarantee protection from misuse of documents designed for destruction, and shall be liable for disclosure of confidential information contained in the documents to other parties;
- Delegate authorized by ACMC shall be permitted to witness the document destruction process.

Convenience

- Contractor shall send personnel to install containers and familiarize ACMC employees with the customized destruction schedule;
- Contractor shall check the containers on a weekly basis and shall provide regular pick up of material at all designated locations per ACMC's instructions;
- Only fully loaded containers will be processed, except when otherwise requested by ACMC;
- Contractor shall provide urgency services (pick-up on call), if requested by ACMC;
- ACMC employees shall not be required or allowed to separate materials, to remove fasteners or bindings prior to shredding process;
- Contractor shall acknowledge that time is of the essence in the shredding process.

Value

- ACMC will pay only for the document destruction services and not for the delivery, or use of Contractor's containers;
- Contractor shall offer discounts for quantities larger than standard schedule;
- Contractor shall invoice only for services completed in accordance with the rated agreed.

Compliance

- Contractor must be able to conform its performance under this Agreement to any change in State, Federal or ACMC policies or regulations, especially but not limited to those set forth in the Health Insurance Portability and Accountability Act of 1996 (also known as HIPAA) governing the use and handling of patients' protected health information;
- Under no circumstances will Contractor open and remove confidential information from the containers while at the Contractor's site during the confidential destruction process.

Deliverables/Reports

1. Submit monthly reports to ACMC no later than the tenth (10th) working day of each calendar month.
2. Provide reports that shall detail all containers assigned to ACMC per site, how many containers are picked up or not picked up at each site, cost of each container at each site.
3. Provide reports that will show prior month and year-to-date statistics.
4. Develop other custom reports that may be reasonably requested by ACMC.

Non-Exclusive Agreement

Contractor acknowledges this is a Non-Exclusive Agreement.

INSTRUCTIONS TO BIDDERS

Acronym and Term Glossary

ACMC	Alameda County Medical Center
GAL	Gallon
RFP	Request for Proposal

ACMC Contacts

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail ***before March 8, 2010 at 12:00p.m. PST*** to:

Alameda County Medical Center
Healthcare Contracting Department
Attention: Renita Moore
E-Mail: rmoore@acmedctr.org

The ACMC website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to www.acmedctr.org and click on Contract Opportunities for a listing of Open Bids.

Calendar Of Events

Event	Date
Request Issued	February 22, 2010
Written Questions Due	<i>BEFORE</i> 12:00 noon on March 8, 2010
Addendum Issued	March 15, 2010
Response Due	On or Before 4:00p.m. PST on March 26, 2010
Evaluation Period	March 29, 2010 – April 15, 2010
Board Presentation Date (if applicable)	May 25, 2010
Contract Start Date	June 2010

Note: Award and start dates are approximate.

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.

Any required addendum(s) will be issued prior to the response due date. Subsequent addendum(s) will provide answers to written questions and any modifications to this RFP. The addendum will be posted on the ACMC website (www.acmedctr.org), Under Doing Business with Us, on the date indicated above. The bidder is responsible for downloading this information from the ACMC website.

Submittal of Bids

- A. Sealed bids must be received at the Healthcare Contracting Department of the Alameda County Medical Center **BEFORE** 4:00 p.m. PST on the due date specified above.
- B. Bidders are to submit one (1) original plus four (4) hard copies of their. 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, one (1) electronic copies in MS Word or PDF format must be provided on compact disks (CDs).
- C. Bids are to be addressed as follows:
 - RFP No. ACMC10-2
 - Alameda County Medical Center
 - Healthcare Contracting Department
 - Attention: Renita Moore
 - 1411 E. 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**. Any bid received at or after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.
- F. No telegraphic or facsimile bids will be considered.
- G. 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 Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

- H. Contractor agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a bid.
- I. Submitted bids shall be valid for a minimum period of six (6) months.
- J. All costs required for the preparation and submission of a bid shall be borne by the Contractor.
- K. 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.
- L. 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.
- M. ACMC has the right to decline to award this contract.

Response Format

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

Response Content/Submittals

- a. Bid responses must be signed in ink as set forth in this subsection. The signatures of all persons required under the applicable organizational documents in order to bind the Contractor must be on the bid response. Include evidence that the person or persons signing the Proposal are authorized to execute the Proposal on behalf of the Vendor. A corporation must submit a copy of the board resolution authorizing such execution. A partnership must submit a copy of its partnership agreement and a list of the names, addresses and telephone numbers of all general partners. A limited liability company must submit a copy of its membership agreement and a list of the names, addresses and telephone numbers of all members. A joint venture must submit a copy of its joint venture agreement and a list of the

names, addresses and telephone numbers of all joint ventures. A joint venture must designate and authorize one person to act on behalf of the joint venture with respect to all matters connected with this RFP.

b. Bidders shall follow the requirements set forth below. Any material deviation from these requirements may be cause for rejection of the Proposal, as determined in ACMC's discretion. All items listed below are required to be submitted in each RFP response. The content and sequence of each proposal shall be as follows:

1. Title Page: Show RFP number and title, your company name and address, name of the contact person, telephone number and proposal date.
2. Table of Contents: Bid responses shall include a table of contents listing the individual sections of the quotation/proposal and their corresponding page numbers. Tabs should separate each of the individual sections.
3. Cover Letter: Bid responses shall include a cover letter describing the Contractor and include all of the following:
 - a.) The official name of the Contractor;
 - b.) The Contractor's organizational structure (e.g. corporation, partnership, limited liability company, etc.);
 - c.) The jurisdiction in which the Contractor is organized and the date of such organization;
 - d.) The address of the Contractor's headquarters and of any local office of the Contractor involved in the bid proposal/quotation;
 - e.) The Contractor's Federal Tax Identification Number;
 - f.) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) with ACMC, with authorization to make representations on behalf of and to bind the Contractor;
 - g.) A representation that the Contractor is in good standing in the State of California and has all necessary licenses, permits, certifications,

approvals and authorizations necessary in order to perform all of the Contractor's obligations in connection with this RFP.

- h.) An acceptance of all conditions and requirements contained in this RFP.
 - i.) Applicable documentation as required and identified in Execution of Proposal above.
4. Letter of Transmittal: Bid responses shall include a description of approach to service in one or two pages stating the understanding of the work to be done and a positive commitment to perform the work as specified.
 5. Executive Summary: A brief synopsis of the highlights of the proposal and overall benefits of the proposal to APMC. This synopsis should not exceed three pages in length and should be easily understood.
 6. Contractor's Qualifications and Experience

A description of the capabilities of the Contractor that pertain to this RFP. This description should not exceed five pages and should include a detailed summary of the Contractor's experience relative to RFP requirements described herein, including references. Contractors with less than three years of relevant experience may be disqualified.

7. Financial Statements

Responses are to include any or all of the following information upon request prior to award:

- Audited financial statements for the past three (3) years; or
- Company's most recent Form 10-K; or
- Unaudited financial statements for the past three (3) years; or
- Company's most recent Dun & Bradstreet Supplier Evaluation Report; or
- Federal income tax returns for the past three (3) years.

8. Key Personnel - Qualifications and Experience

Bid responses shall include a complete list of and resumes for all key personnel associated with the proposal/quotation. This list must include all key personnel who will provide services/training to County staff and all key

personnel who will provide maintenance and support services. For each person on the list, the following information shall be included: (1) the person's relationship with the Contractor, including job title and years of employment with the Contractor; (2) the role that the person will play in connection with the proposal/quotation; (3) address, telephone, fax numbers, and e-mail address; (4) the person's educational background; (5) the person's relevant experience; and (6) relevant awards, certificates or other achievements. This section of the bid response should include no more than two pages of information for each listed person.

9. Description of the Proposed Services:

Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of the Contractor's and ACMC personnel involved, and the number of hours scheduled for such personnel. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of ACMC; (2) explain any special resources, procedures or approaches that make the services of the Contractor particularly advantageous to ACMC; and (3) identify any limitations or restrictions of the Contractor in providing the services that ACMC should be aware of in evaluating the proposal.

10. Implementation Plan and Schedule

The bid response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how the Contractor will ensure adherence to the timetables set forth herein for services.

11. References, Exhibit D1 and D2

- a. Respondents are to provide a list of three (3) current and three (3) former clients. References should have similar volume and requirements to those outlined in these specifications, terms and conditions.
- b. Reference information is to include:
 - Company/Agency name
 - Contact person (name and title), contact person is to be someone directly involved with the services.
 - Complete street address
 - Telephone number
 - Type of business
 - Dates of service
- c. 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.
- d. Complete reference information for all public institutions or agencies for which the Contractor provides or has provided comparable product, systems and services shall be provided a separate sheet. Each reference shall include the project name and location, the scope of services performed and the name, address, telephone and fax numbers of the person who may be contacted for reference information.

12. Bid Form, Exhibit B

Pricing for services shall include: (a) lump sum annual and/or monthly costs; and (b) per service/deliverable costs.

13. Evidence of Insurance (per Exhibit C)

Certificates of insurance from a reputable insurer evidencing all coverages required for the term of the Final Agreement.

14. Other Submittals/Exhibits

- Exhibit A, Acknowledgement, signed;
- Exhibit B, Bid Form, completed and signed;
- Certificate of Insurance per Exhibit C;
- Exhibit D-1, Current References, completed;
- Exhibit D-2, Former References, completed;
- 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, Sample Proposal Evaluation Form, fill in vendor name
- Exhibit H, ACMC Sites and Addresses
- Exhibit I, Substitute Form W-9, completed
- Exhibit J, Business Associate Agreement, signed

EVALUATION CRITERIA/SELECTION COMMITTEE

All Proposals will be evaluated by the ACMC Selection Committee. The ACMC Selection Committee will be composed of departmental staff and other parties with expertise or experience in Reimbursement Related Services. The Selection Committee will select a Contractor in accordance with the specific & general requirements and evaluation criteria set forth in this RFP. The evaluation of the Proposals shall be within the sole judgment and discretion of the ACMC Selection Committee.

All contacts during the evaluation phase will be through the Alameda County Healthcare Contracting Department. Attempts by the Contractor to contact members of the ACMC Selection Committee may result in disqualification of the Contractor.

The ACMC Selection Committee will evaluate each Proposal meeting the qualification requirements set forth in this RFP. Contractors should bear in mind that any Proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of ACMC's requirements as set forth in this RFP.

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.

Responses to this proposal must be complete. Responses that do not address each of the items listed below will be considered incomplete, be rated a fail in the Evaluation Criteria and will receive no further consideration.

Completeness of Response.....Pass/Fail

- A. Cost** - An evaluation will be made of (a) reasonableness (i.e., does the proposed pricing accurately reflect the Contractor's effort to meet requirements and objectives?); (b) realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and (c) affordability (i.e., the ability of ACMC to finance the services. Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that ACMC cannot afford.
- B. Implementation Plan and Schedule** - An evaluation will be made of the likelihood that the Contractor's implementation plan and schedule will meet ACMC's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Contractor believes may adversely affect any portion of the ACMC's schedule.
- C. Financial Stability**
- D. Relevant Experience**
- E. References**
- F. Oral Presentation and Interview**

Following evaluation of the written Proposals, Contractors receiving the highest scores may be invited to an oral presentation and interview. The scores at that time will not be communicated to the Contractors. The oral presentation by each Contractor shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the Contractors and specific questions regarding the specific Proposal. The Proposals may then be re-evaluated and re-scored based on the oral presentation and interview.

TERMS AND CONDITIONS

Term / Termination / Renewal

- A. The term of the contract will be for three (3) years.
- 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. By mutual written agreement, this contract may be extended for additional terms at agreed prices with terms and conditions remaining the same.
- D. Termination for Material Breach: Material breach of this Agreement by Contractor to the Agreement, including a failure by Contractor to meet any of the terms of this RFP, Specifications, Terms and Conditions and the Agreement; Contractor's dissolution, merger or consolidation, or the sale of all or substantially all of Contractor's assets, or a change of control in Contractor's ownership or legal structure; failure by Contractor or Subcontractor to comply with the insurance requirements in this RFP or Agreement; Contractor's filing of a petition in or for bankruptcy, reorganization or an arrangement with creditors; making a general assignment for the benefit of creditors; being adjudged bankrupt; being unable to pay debts as they come due; having a trustee, receiver or other custodian appointed on its behalf; or having a case or proceeding commenced against it under any bankruptcy or insolvency law; and/or incapability of Contractor to perform Services, or failure to adequately provide such Services.
- E. ACMC may terminate this Agreement immediately for material breach. Upon receipt of written notice from ACMC, Contractor shall have 30 days for the date of the notice to cure the breach. If the breach is not cured to the satisfaction of ACMC, ACMC may terminate this Agreement without further notice to Contractor. An extension of time to cure the said breach, may be mutually agreed upon by both ACMC and Contractor.

Recycled Product Preference

- A. Depending on the availability of funding, a 10% price preference may be applied to prices for product bids which meet ACMC's minimum recycled content standards. Bid prices for products meeting these standards will be reduced by 10% for evaluation purposes. Complex products (e.g. computer and electronic equipment, automobiles, etc.), pharmaceuticals and metal products are excluded from consideration.

- B. Certification of Recycled Content: In order for the 10% price preference to be considered for product bids, bidders must properly complete and submit the certification of recycled content prior to final bid award. Failure to submit the certification will result in the evaluation of bid prices at full value.
- "Recycled product" shall mean a product that contains the highest amount of postconsumer material practicable or, when postconsumer material is impracticable for a specific type of product, containing substantial amounts of recovered material.
 - "Postconsumer material" shall mean a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing discards.
 - "Secondary material" means fragments of finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes postconsumer material, but does not include excess virgin resources of the manufacturing process.

Shredding Usage (Quantities)

Quantities listed are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Pricing

- A. Prices quoted are to be firm for the first twelve (12) months of the contract.
- B. Any price increases for the second and third years of the contract shall not exceed the percentage increase stated by the bidder on the Bid Form, Exhibit B. Request for price adjustments must be submitted by the Contractor, in writing, sixty (60) days prior to the annual anniversary date of the contract.
- C. All pricing as quoted will remain firm for the term of the contract.
- D. 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.

- E. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and ACMC only after completion of the initial term.
- F. ACMC is soliciting a lump sum price for this project. The price quoted shall be the total cost ACMC will pay for this project including tax and all other charges.
- G. All prices quoted shall be in dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- H. 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.
- I. A lump sum fixed price quote is required for this contract and will be the maximum price ACMC will pay. Minor adjustments to the scope of work (plus or minus 3% of cost) will be included in the quoted price.
- K. Contractor shall include a quote of time and materials and schedule of fees for additional work outside the scope of work threshold. (include T&M format on Exhibit B, Bid Form)
- L. Price quotes shall include any and all payment incentives available to the ACMC.

Award

- A. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP/Q section entitled "Evaluation Criteria/Selection Committee."
- B. The committee will recommend award to the contractor who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Contractor with the lowest price.
- C. ACMC reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
- D. ACMC reserves the right to award to a single or multiple vendors.

- E. In the event of termination due to breach of contract and substandard or unsatisfactory performance ACMC reserves the right to contact the bidder that submitted the next-to-highest ranked proposal.
- F. The Alameda County Medical Center, Board of Trustees approval to award a contract is required.
- G. In the event of failure to agree to a Standard Agreement conforming to the terms and conditions of this RFP, ACMC reserves the right to contact the bidder that submitted the next-to-highest ranked proposal.
- H. Contractor shall sign a Standard Agreement contract conforming to, and containing the terms and conditions of this RFP prior to Board approval.

Method Of Ordering

- A. A purchase order (PO) shall be issued upon approval signed Agreement executed by ACMC and Contractor.
- B. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date, requestor name and phone number, ship to location, itemization of products and/or services with complete description (including model numbers, fabric and finish grade, description, color, etc.) and price per item and a summary of total cost for product, services, and tax.
- C. A written purchase order (PO) and executed Standard Agreement contract which includes the Terms and Conditions of this RFP and the successful Contractors proposal shall be issued upon Board approval.
- D. Purchase orders and payments for services shall be issued only in the name of the Contractor who is awarded a contract.
- E. Contractor shall adapt to changes to the method of ordering procedures as required by ACMC during the term of the contract.
- F. Change orders shall be agreed upon by Contractor and ACMC and issued as needed in writing by ACMC.

Invoicing

- A. Contractor shall invoice requesting department, unless otherwise advised, upon satisfactory receipt of product and performance of services.
- B. Payment will be made within forty-five (45) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
- C. ACMC shall notify contractor of any adjustments required to invoice.
- D. Invoices shall contain ACMC purchase order number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.

- E. Invoices shall be issued and payments made only to the Contractor who is awarded a contract.
- F. Payments shall be issued to and invoices must be received from the same Contractor name specified on the purchase orders.
- G. ACMC will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

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.

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 function 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.

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 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 is 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: Contractor hereby agrees that it is engaged as an independent contractor and not as an agent or employee of ACMC; that it has and retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work; that it will be solely responsible for wages, including withholding of income taxes, social security taxes and preparation and filing of IRS Form 1099 for each individual furnished to ACMC under this contract, workers' compensation premiums, compliance with OSHA and all employment-related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of this contract. Contractor agrees that as an independent contractor it is solely responsible for all Federal, State and local taxes. Contractor further agrees that its officers and employees do not become employees of ACMC, nor are they entitled to any ACMC employee benefits as a result of the execution of this contract.

H. 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 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 (12) 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 ninety (90) days after final payment

hereunder and shall be retained and available for audit purposes for five (5) 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 ACMC Risk

Manager's Office, and the ACMC Contracting Officer, by telephone. Contractor shall promptly submit to ACMC, the ACMC Risk Manager and the ACMC 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 manager 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. 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.

- T. Workplace Efficiency and Dispute Resolution: ACMC 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 ACMC 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.

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

- V. Employment: Employment of individuals who have entered into an employment agreement with ACMC, terms and conditions of employment are governed by the employment agreement. To the extent that their employment agreement does not otherwise conflict, their employment shall also be governed by the provisions of the Human Resources Policy and Procedure Manual.

- W. Absence of Sanctions: Contractor represents that neither Contractor nor any of its employees, owners, or agents have been sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid. Contractor agrees that if it or any such individual associated with it should be sanctioned by or excluded from participation in

any federal or state health care program, including Medicare and Medicaid, it will immediately notify ACMC of such event and ACMC shall have the right to immediately terminate the agreement without penalty or cost.

Account Manager/Support Staff

- A. 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.
- B. Contractor shall provide adequate, competent support staff who shall be able to service this account during normal working hours, Monday through Friday. 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.
- C. Account manager shall be familiar with ACMC requirements and standards and work with ACMC to ensure that established standards are adhered to.
- D. Account manager shall keep the ACMC informed of requests from departments as required.

General Requirements

- A. The successful contractor shall be regularly and continuously engaged in the business of providing shredding and destruction of confidential documents 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 ACMC premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
- D. ACMC 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-ACMC employees (i.e. work uniforms, badges, etc.).
- F. Contractor shall be responsible for any and all damage to ACMC 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.
- I. Contractor shall not assign or transfer this agreement, any interest therein or claim thereunder without the prior written approval of ACMC.
- J. Time is of the essence in each and all the provisions of this agreement.
- K. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.
- L. Governing law shall be written for "California".
- M. The assertions made in your proposal shall be considered part of the contract.

ALAMEDA COUNTY MEDICAL CENTER EXHIBIT A – BID ACKNOWLEDGEMENT

RFP No. ACMC10-2

For

SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS

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 or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by 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.

Form with fields: 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. ACMC10-2

For

SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS

BID FORM

DESCRIPTION	WEEKLY	MONTHLY	ANNUAL
Shredding Services			
Pick Up Services			
Other Cost			

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⁽⁸⁾
Minimum Limit 15/30/10

Professional Liability⁽³⁾
Medical \$1,000,000/\$3,000,000
Other \$1,000,000/\$1,000,000
OR

Errors and Omissions Insurance⁽³⁾
\$1,000,000

CATEGORY B MINIMUM REQUIREMENTS

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

Professional Liability⁽³⁾
Medical \$1,000,000/\$3,000,000
Other \$1,000,000/\$1,000,000
OR

Errors and Omissions Insurance⁽³⁾
\$1,000,000

Automobile Liability⁽⁸⁾
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 ⁽⁵⁾

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

Professional Liability⁽³⁾
Medical \$1,000,000/\$3,000,000
Other \$1,000,000
OR

Errors and Omissions Insurance⁽³⁾
 \$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 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 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 County Departments.

3. **Professional Liability**⁽³⁾ or Errors and Omissions Insurance is required when contractor is required to be either licensed or certified to practice their trade or profession. *Behavioral Science MD's minimum limit \$1,000,000/\$1,000,000 is acceptable.

4. Commercial General Liability coverage shall be equivalent to **ISO form CG 01 01 96**.

5. **All Commercial General Liability policies must include Personal Injury coverage.**

Remove "Exclusion"⁽⁵⁾ **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⁽⁸⁾ 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.

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

Address Certificate of Insurance to:

Alameda County Medical Center
Attn: Healthcare Contracting Dept.
1411 East 31st Street
Oakland, CA 94602

EXHIBIT D-1
ALAMEDA COUNTY MEDICAL CENTER
RFP No. ACMC10-2
For
SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS

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.

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

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

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

Company Name:

EXHIBIT D-2
ALAMEDA COUNTY MEDICAL CENTER
RFP No. ACMC10-2
for
SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS

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.

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

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

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

Company Name:

EXHIBIT E

**ALAMEDA COUNTY MEDICAL CENTER
RFP No. ACMC10-2
for**

**SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS
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. ACMC10-2

for

SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS

Exceptions, Clarifications, Amendments

List below request for RFP/RFQ clarifications, exceptions and amendments, 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. ACMC10-2
for
SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS**

SAMPLE PROPOSAL EVALUATION FORM

Vendor Name: _____

Evaluated By: _____

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

Weight X Rating* = Points

B.				
C.				
D.				
E.				
F.				
G.				

Sub-Total

Plus 5% Local Preference

Evaluation Total

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

EXHIBIT H

ALAMEDA COUNTY MEDICAL CENTER

RFP No. ACMC10-2

For

SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS

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 I
ALAMEDA COUNTY MEDICAL CENTER
RFP No. ACMC10-2
For
SHREDDING AND DESTRUCTION OF CONFIDENTIAL DOCUMENTS
Alameda County Medical Center
Substitute IRS Form W-9

Request for Taxpayer Identification Number and Certification

The purpose of this form is to obtain or verify the accuracy of information regarding the Alameda County Medical Center's (ACMC's) payees. ALL payees must have an accurate Substitute IRS Form W-9 on file in the ACMC General Accounting Office **in order to be paid**. If you fail to furnish your correct TIN, you may be subject to a penalty. If you are a nonresident alien and/or foreign entity, or you do not have a TIN, or for further information, see the Instructions on the back of this form.

Please print or type. Do not send to IRS. Return to Alameda County Medical Center in the envelope provided.

Name on record with IRS or Social Security Administration:

All DBA(s) or Invoice Name(s) (if different from above name) use attachments if necessary:

Address of Correspondence or 1099 (we will take the remittance address, if different from the invoice):

TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter only one TIN and it must be the type of TIN (SSN or EIN) that is appropriate to your type of entity. Only ONE Number will be ACCEPTED.

SOCIAL SECURITY NUMBER (SSN): _ _ - _ - _ - _ - _ - _ - _ -

EMPLOYER ID NUMBER (EIN): _ _ - _ - _ - _ - _ - _ - _ -

Type of Entity (please check only one)

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation-State of Incorporation: _____ |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Government or Trust (specify) _____ |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax-Exempt Organization under Section 501(c) _____ |
| <input type="checkbox"/> Other (specify) _____ | |

Check the boxes that apply to Alameda County Medical Center's payments to you:

- | | | |
|---|---|--|
| <input type="checkbox"/> Goods Only | <input type="checkbox"/> Goods and Services | <input type="checkbox"/> Rents/Leases |
| <input type="checkbox"/> Legal Services | <input type="checkbox"/> Medical & Health Care Services | <input type="checkbox"/> Rents/Leases Paid to You as the Agent |
| <input type="checkbox"/> Non-Medical/Non-Legal Services – Describe: _____ | | |

Exempt from backup withholding? YES NO

Certification – Under penalties of perjury, I certify:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- (3) I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Please sign here (required). **Check if this signature applies to Certification:** (1), (2), and/or (3).

Signature _____ Date _____
Print Name _____ Title _____
Phone No. _____ FAX No. _____
e-mail address _____

INSTRUCTIONS

Purpose of Form. – To furnish your correct TIN to a payer and (when applicable) to certify (1) that the TIN you are furnishing is correct (or that you are waiting for a TIN), (2) that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if applicable. **Use this Substitute Form W-9 only if you are a U.S. person** (including a resident alien). **If you are a nonresident alien and/or foreign entity, complete the appropriate Form W-8 and mail to APMC,** (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

How to obtain a TIN. – Individuals should obtain Form SS-5 from their local Social Security Administration. Businesses and all other entities should obtain Form SS-4 from their local IRS office. If you do not have a TIN, write “Applied For” in the TIN space on the front of this form and send it to us. Keep a photocopy of the blank form. You will have 60 days to receive your TIN and send the completed photocopy Substitute W-9 to the address on the front/top of this form. If we do not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

What is Backup Withholding? – Unless you are exempt (see next section), payments you receive will be subject to 30% withholding (29% after December 31, 2003) if:

- (1) You do not furnish your TIN, or
- (2) You do not certify your TIN when required, or
- (3) The IRS notifies us that the TIN/name combination you furnished is incorrect, or
- (4) The IRS notifies you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return, or
- (5) You do not certify to us that you are not subject to backup withholding under (4) above.

All amounts withheld will be sent to the IRS. Under no circumstances will the withheld amount later be sent directly to you. The total amount withheld will be reported in Box 4 of your 1099-MISC.

You will **not** be subject to backup withholding on payments you receive if you give APMC your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Who is generally exempt from backup withholding of payments made by Alameda County Medical Center?

- (1) A corporation, except a corporation which provides medical, health care or legal services;
- (2) An organization exempt from tax under Internal Revenue Code Section 501(a);
- (3) A government;
- (4) A real estate investment trust, a common trust fund operated by a bank under section 584(a), and a trust exempt from tax under section 664 or described in section 4947;
- (5) A financial institution.

For more information on exempt payees, see the Instructions for the Requester of Form W-9.

Penalties for failure to furnish TIN. – You are subject to a penalty of \$50 for each failure to furnish your correct TIN/name combination unless your failure is due to reasonable cause and not to willful neglect. If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of \$500. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

What TIN/name combination should be reported on the front of this form?

Individual – Provide the SSN of the individual. Individual’s names may never be used in combination with employer’s TIN’s. If you are an individual, you must generally provide the name shown on your social security card. However, if you have changed your last name (e.g., due to marriage without informing the Social Security Administration of the name change, please enter your first name and both the last name shown on your social security card and your new last name.

Two or more Individuals – Choose one name to list first and circle and show his/her SSN (payments will be reported on 1099 for that name and SSN only. If only one person on a joint account has an SSN, that person’s number must be furnished.

Sole proprietorship – Sole proprietors must show the **owner’s name** on the first line as the “name on record”. (If the owner is a married couple, choose one name to list first and circle and show his/her SSN.) On the second line, show the business name as a “dba” if that is the name on the invoice. Sole proprietors may use either a SSN or EIN (if you have one).

Signing the Certification – You are required to furnish your correct TIN/name combination. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. If two individuals are listed, only the one who’s SSN is reported may sign the certification.

Privacy Act Notice – Section 6109 requires you to furnish your correct TIN. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% (29% after 12/31/03) of taxable payments to a payee who does not furnish a TIN. Certain penalties may also apply. If we disclose or use your TIN in violation of Federal law, we may be subject to penalties.

EXHIBIT I

BUSINESS ASSOCIATE AGREEMENT

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

Recitals

- A. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- B. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.413(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Addendum.

1. Definitions.

- a. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “HIPAA Regulations” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164.
- c. “Breach” shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17921.
- d. “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 CFR Section 160.103.
- e. “Covered Entity” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR Section 160.103
- f. “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

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

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

2.1 Performance of Services. Except as otherwise limited in this Agreement, Business Associate is permitted to use or disclose PHI on behalf of, or to provide services to, Covered Entity if such use or disclosure of PHI would not violate the HIPAA Regulations or the HITECH Act if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity in connection with the performance of the services provided under Agreement between ACMC and xxx or such use or disclosure is expressly permitted under Section 2.2 of this Agreement.

2.2 Business Activities of the Receiving Party. Unless as otherwise limited in this Agreement, the Business Associate is permitted to:

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

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

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

- a. Use and/or disclose the PHI only as permitted or required by this Agreement as defined in Section 2 or as otherwise required by law.
- b. Not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a). Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- c. Report in writing to Covered Entity any access, use or disclosure of the PHI in violation of this Agreement, and any breach of unsecured PHI of which it becomes aware as soon as reasonably practicable.
- d. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper access, use and/or disclosure of PHI that the Business Associate reports to the Covered Entity.
- e. Implement and use formal policies and procedures that address appropriate administrative, physical and technical safeguards to prevent any access, use or disclosure of the PHI other than uses and disclosures expressly provided for by this Agreement.
- f. Ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI and implement administrative, physical and technical safeguards, 45 C.F.R. Sections 164.504(e)(2)(ii)(D) and 164.308(b). Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation, 45 C.F.R. Sections 164.530(f) and 164.530(e)(1).
- g. Make available all records, books, agreements, policies and procedures relating to the access, use and/or disclosure of PHI to the Secretary of the Department of Health and Human Services (“Secretary”) for purposes of determining the Receiving Entity’s compliance with this Agreement, 45 C.F.R. Section 164.504(e)(2)(ii)(H).
- h. Upon prior written request, make available during normal business hours at Receiving Party’s offices all records, books, agreements, policies and procedures relating to the access, use and/or disclosure of PHI to the Covered Entity within 30 days for purposes of enabling the Covered Entity to determine the Receiving Party’s compliance with the terms of this Agreement.
- i. Document such disclosures of PHI and any information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the policies of Covered Entity.
- j. Provide to Covered Entity information collected in accordance with Section 3.1.i of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), and the policies of Covered Entity. Such information shall be provided in a time and manner designated by the Covered Entity.

Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure, 45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528.

- k. When requested by Covered Entity, Business Associate agrees to provide access to PHI in a designated record set to Covered Entity or to an Individual in order to comply with the requirements under 45 CFR 164.524 and the policies of Covered Entity. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity.
- l. When requested by Covered Entity or an Individual, Business Associate agrees to make any amendment(s) to PHI in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 and the policies of Covered Entity. Such amendments shall be made by Business Associate in the time and manner designated by Covered Entity.
- m. Subject to Section 6.5 below, return to the Covered Entity or destroy, within 60 days of the termination of the Agreement, the PHI in its possession and retain no copies whether in paper, electronic, or any other form of media.
- n. Access, use and disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder, 42 U.S.C. Section 17935(b) and 45 C.F.R. Section 164.514(d)(3). Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- o. During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies, (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations and (iii) responsibility for the cost of notification. Business Associate is subject to same civil and criminal penalties as Covered Entity if Business Associate violates the Privacy Rule or the terms of the Agreement.

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

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

5. INFORMATION OWNERSHIP

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

6. TERMS AND TERMINATION OF THE AGREEMENT

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

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

7. Miscellaneous

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

Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

- i. *Amendment of Attachment A.* Attachment A may be modified or amended by mutual agreement of the parties at any time without amendment of the Agreement.

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

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

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

Contractor

Alameda County Medical Center

Signature of Authorized Representative
Name:

Title:

Date:

Signature of Authorized Representative
Name: Wright L. Lassiter, III

Title: Chief Executive Officer

Date: