

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE

For

DATABASE CONVERSION AND REPORT WRITING

PER ATTACHED SPECIFICATION

RESPONSE DUE

by

5:00 p.m.

on

July 25, 2008

to

C.J. Myers

PHONE: (510) 618-1996

VENDOR INSTRUCTIONS:

- REVIEW ALL SPECIFICATIONS BEFORE QUOTING;
- COMPLETE EXHIBIT A, BID FORM;
- COMPLETE EXHIBIT B, SLEB SUBCONTRACTING INFORMATION SHEET FOR PURCHASES OVER \$25,000; AND
- PROVIDE PROOF OF INSURANCE AS SPECIFIED ON EXHIBIT C, COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS
- COMPLETE EXHIBIT D, DEBARMENT & SUSPENSION CERTIFICATION FORM FOR PURCHASES OVER \$25,000
- COMPLETED EXHIBIT E, HIPAA BUSINESS ASSOCIATE AGREEMENT

FOR PURCHASES \$25,000 OR LESS: VENDORS MUST MEET THE ATTACHED DEFINITION OF A LOCAL SMALL EMERGING BUSINESS (SLEB).

FOR PURCHASES OVER \$25,000 UP TO \$100,000: VENDORS MUST MEET THE ATTACHED DEFINITION OF A LOCAL SMALL EMERGING BUSINESS (SLEB). OR SUBCONTRACT WITH A SLEB TO PARTICIPATE IN THIS INFORMAL REQUEST FOR QUOTE (IRFQ). SLEB PRIME VENDORS WILL BE ELIGIBLE FOR A 5% BID PREFERENCE.

STATEMENT OF WORK

A. INTENT

The intent of this Informal Request for Quote (IRFQ) is to search for qualified vendors who are interested in providing the County with database conversion and report writing services.

B. BACKGROUND

The County's Health Services Program is administered by the Health Care Services Agency (HCSA).

This agency currently utilizes four separate databases:

- **Medically Indigent Care Reporting System (MICRS):** The County Indigent Medical Care Program (CMSP) is a health plan designed for individuals who need basic medical services and do not qualify for assistance from other programs. MICRS is the data processing and reporting system which contains encounter data for CMSP patients. MICRS currently uses a hybrid database model due to space limitations. Encounter data from the last two years is populated in FoxPro DBF 9.0 (3 GB) and all previous encounter data years (12 GB) is populated in Microsoft SQL 2005. Visual Fox Pro 9.0 is utilized as the front-end UI and report writer. MICRS contains several independent sub-systems that use the MICRS database. They include:
 - An automated process that uses the Medi-Cal web site www.med-cal-ca.gov to ascertain whether charges submitted to CMSP/ACE are covered by Medi-Cal
 - An automated process that uses the U.S. Postal Service web site to scrub addresses contained MICRS import data.
 - An interactive process that determines whether a patient is enrolled in CMSP or ACE for specific service date.
- **One-e-App Reporting System:** One-e-App is a web-based application which conducts enrollment into CMSP, Alameda County Excellence Program (ACE), Healthy Families and Medi-Cal. The One-e-app Reporting System which utilizes a weekly database copy (Microsoft SQL 2005) received from the One-e-App vendor. Visual

Fox Pro 9.0 is used to generate reports, a user directory and a birth index match utility from the database copy.

- **Surado Claims Management System (SCMS):** This is a claims payment database and reporting system for Healthy Smiles, Indigent Pediatric CHDP Follow-up, and Healthy Kids/Healthy Teeth programs. It consists of a 45 MB Microsoft SQL 2000 database with a Visual Fox Pro 9.0 front-end UI and report writer.
- **Healthy Tracker Case Management System:** Healthy Tracker is a case management and reporting system for tracking outreach, enrollment, utilization, and retention in Healthy Families, Kaiser for Kids and Medi-Cal programs. The database is hosted remotely (accessed via the Internet) with Filemaker Pro being used as the back-end database and front-end UI/report writer.

HCSA wants these database and reporting systems to be converted and/or upgraded to operate on the following common software applications:

- **Backend Database: Microsoft SQL 2005**
- **Front End User Interface: Microsoft Visual Basic (current production version)**
- **Report Writer: Crystal Reports or similar report writer (current production version)**

This software uniformity will enable more cross-training and increased intra-departmental standardization. Additionally, HCSA wants to take this opportunity to improve database functionality by adding new screens and tables according to business process needs.

C. SCOPE OF SERVICES

The scope of services will include the following components:

MICRS Reporting System

- ✓ Evaluate business process and determine design for SQL database structure and access screens

- ✓ Cleanse data in FoxPro and SQL 2005 databases (i.e., repair or purge as necessary)
- ✓ Convert FoxPro data to Microsoft SQL 2005
- ✓ Build Microsoft Visual Basic front-end UI
- ✓ Build Microsoft Visual Basic sub-systems that use the MICRS database
- ✓ Re-build 25-30 Visual Fox Pro reports using Crystal Reports or similar report writer

Note: Additional operational information is contained in the MICRS System Reference Guide attached (Exhibit F)

One-e-App Reporting System

- ✓ Rewrite 6 Visual FoxPro reports using Crystal Reports or similar report writer
- ✓ Rewrite Birth Index Match Utility using Microsoft Visual Basic
- ✓ Rewrite User Directory using Microsoft Visual Basic

Surado Claims Management System

- ✓ Evaluate business process and determine design for SQL 2005 database structure and access screens
- ✓ Cleanse data in SQL 2000 databases (i.e., repair or purge as necessary)
- ✓ Convert Microsoft SQL 2000 data to Microsoft SQL 2005
- ✓ Build Microsoft Visual Basic front-end UI
- ✓ Re-build 12 to 15 Visual FoxPro reports using Crystal Reports or similar report writer

Healthy Tracker

- ✓ Establish an external hosting environment
- ✓ Convert Filemaker Pro data to Microsoft SQL 2005
- ✓ Convert Filemaker Pro front-end UI to Microsoft Visual Basic
- ✓ Build reporting capability using Crystal Reports or similar report writer

It is expected that the vendor work will include standard IT level code documentation. Additionally, HCSA will need 80 hours of residual maintenance following the project completion to ensure a smooth transition.

D. ELIGIBLE BIDDERS

Vendor minimum qualifications must include but are not limited to the following:

- Bidder must have at least 10 years experience as a database administrator
- Bidder must have a minimum of 3 years experience with FoxPro
- Bidder must have a minimum of 3 years experience with File Maker Pro
- Bidder must have a minimum of 3 years experience with Microsoft SQL
- Bidder must have experience in converting FoxPro to Microsoft SQL
- Experience with Microsoft SQL 2000 to SQL 2005 upgrades
- Bidder must possess all permits, licenses and professional credentials necessary to perform services outlined in this informal quote

E. ROLE OF HEALTH CARE SERVICES AGENCY

HCSA will provide the following support:

1. Overall vendor, project and contract management support

2. Dedicated Project Manager as single point of contact for all communications and deliverables
3. Arrange for on-site meetings and site access.

RESPONSE REQUIREMENTS

Vendor's responses should address the following components:

1. Company Overview
 - a. Company history, growth
 - b. Current financial data if publicly available
2. Project Overview
3. Detailed Response to Scope of Services
 - a. Description of the vendor's understanding of the need and explanation of their proposed services
 - b. Explain why vendor is best suited to provide services
 - c. Include detailed description of hardware/software utilized
4. Detailed response on Project Approach
 - a. Organization and staffing (including staff qualifications and resumes)
 - b. Draft project plan (including development timeline, testing and Go-Live dates)
 - c. Project management (e.g., quality management, risk assessment/management)
 - d. Documentation of progress such as status reports
5. Fixed bid pricing for each database enhancement

INSTRUCTIONS TO BIDDERS:

A. COUNTY CONTACTS

The evaluation phase of the competitive process shall begin upon receipt of bids until a contract has been awarded. All questions regarding these specifications, terms and conditions can be directed to:

C.J. Myers
Alameda Health Care Services Agency
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577

Email: cj.myers@acgov.org
Phone: (510) 618-1996

B. CALENDAR OF EVENTS

Informal Quote Issued	June 24, 2008
Bidders Conference	July 11, 2008
Response Deadline	July 25, 2008
Contract Award Date	August 8, 2008
Contract Start Date	September 1, 2008

C. FORMAT

Bidders are asked to address/provide the following information and supporting documents:

1. Description for each phase of the Scope of Work specifically addressing key points outlined Response Requirements
2. Resume(s) of Database Administrator, Lead Developer and Project Director (if applicable)
3. A completed and signed Bid Form (Exhibit A)
4. A completed and signed SLEB Subcontracting Information Sheet (Exhibit B)
5. Proof of Contractors Minimum Insurance Requirements Form (Exhibit C)
6. A completed Department and Suspension Certification (Exhibit D)
7. An executed HIPAA Business Associate Agreement (Exhibit E)

Bid responses are to be straight forward, clear, concise and specific to the information requested. Bid responses are not to exceed 15 pages of font size 10 print (does not include coversheet or insurance documents)

In order for bids to be considered complete, bidder must provide all information requested.

D. EVALUATION CRITERIA AND PROCESS

The County Selection Committee consists of Health Care Services Agency staff. The County Selection Committee will review and evaluate criteria listed below. The evaluation of the IRFQ submissions shall be within the sole judgment and discretion of the County Selection Committee.

The County reserves the right to request oral presentations from, or interview with, the organizations with the highest ranked submission and to re-score the evaluation on the basis of those presentations or interviews.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of each submission. Each submission will be evaluated according to the Evaluation Criteria and will receive a rating between zero (0) and the number of possible points for each criteria. The following provides the specific Evaluation Rating Criteria for the proposed services.

GENERAL REQUIREMENTS		
	All submitting organizations must be in good standing with the County of Alameda	*
	All components listed under "C. Format" are complete	*
	Business is located in Alameda County	*
CRITERIA		Possible Points
Experience	Demonstrated experience in field of work as required	20
Scope	Statement of approach for each phase of work is clear; demonstrated ability to carry out work as proposed	40
Pricing	Pricing is competitive and reasonable	25
Timeliness	Demonstrated ability to carry out the scope of work in a timely manner	15
TOTAL POINTS POSSIBLE		100

*This section will not be scored on a point basis. However, completion of these requirements in a satisfactory manner will be required for the remainder of the submission to be scored

HCSA reserves the right to request additional information and/or clarification of information submitted.

E. NOTICE OF AWARD

At the conclusion of the IRFQ evaluation process, all bidders who submitted a response will be notified in writing of the determination of their submission. The document providing this notification is the Notice of Award.

F. COUNTY PROVISIONS

A Standard Agreement must be negotiated with the bidder that is chosen to provide the scope of work as outlined in this IRFQ.

G. SUBMITTAL OF RESPONSES

1. All responses to this RFP must be received at Alameda County Health Care Services office no later than Friday, July 25, 2008, 5:00 PM;
2. Responses are to be addressed and delivered as follows:

Alameda County Health Care Services Agency
ATTN: C.J. Myers
1000 San Leandro Blvd., Ste. 300
San Leandro, CA 94577

3. Bidders must submit an original plus five (5) printed copies of their submissions.
4. No electronic or facsimile responses will be considered.
5. All costs required for the preparation and submission shall be borne by submitting organization.
6. Late submissions will not be accepted.

TERMS AND CONDITIONS

A. TERM/TERMINATION/RENEWAL

1. The term of the contract will be approximately 3-6 months.
2. By mutual agreement, any contract which may be awarded pursuant to this IRFQ may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

B. PRICING

1. All pricing as stated in the Agreement will remain firm for the term of the contract.
2. All prices and rates shall include travel time and mileage. No additional charges for travel expenses, time or mileage will be acknowledge or paid for by the County.
3. The price(s) quoted shall be the total cost the County will pay for this project including taxes and all other charges.
4. All prices quoted shall be in United States dollars and "whole cent", no cent shall be used.

C. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria and Process".
2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of HCSA and attains the highest overall point score. Award may not be made to the bidder with the lowest price.
3. The County reserves the right to award to single or multiple contractors for all or parts of the scope of services.
4. The County has the right to decline to award this contract or any part thereof for any reason.
5. Final Standard Agreement terms and conditions (including payment terms) will be negotiated with the selected bidder.
6. The IRFQ specifications, terms, conditions and Exhibits, addenda and bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as result of IRFQ.

D. CONTRACTOR PERFORMANCE AND DELIVERABLES

In the event the Contractor's performance and/or deliverables projects have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performances and or deliverables are deemed satisfactory.

COUNTY PROVISIONS

- A. Small and Emerging Locally Owned Business: A small business for purposes of this IRFQ is defined by the United States Small Business Administration as having no more than \$23,000,000 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this IRFQ; and which holds a valid business license issued by the County or a city within the County.

The County is dedicated to promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this IRFQ

1. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference. However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.
2. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement on Attachment B. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this IRFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this IRFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBO);

- Non-profit churches or non-profit religious organizations (NPO);
- Public schools and universities; and
- Government agencies.

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c) 3.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

- B. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

DEBARMENT/SUSPENSION POLICY (PURCHASES OVER \$25,000):

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of IRFQ/RFQ response to ensure bidder, its principle and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principle and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit D attached, certifying bidder, its principle and their

named and unnamed subcontractors are not debarred, suspended or otherwise excluded by the United States Government

EXHIBIT A
COUNTY OF ALAMEDA
INFORMAL REQUEST FOR QUOTE
for
DATABASE CONVERSION AND REPORT WRITING

BID FORM

Quote the cost below, including all delivery charges to the destination location. Delivery must be received on the date specified. All deliveries shall be shipped FOB Destination. The cost quoted below is the total cost the County will pay. This quote is valid for a minimum of 90 days.

DESCRIPTION	UNIT	QTY	UNIT COST	EXTENDED COST
SUBTOTAL				
TAX				
Minus 5% SLEB Preference (if bidder is a certified SLEB)				
TOTAL				
DELIVERY DATE	SHIP TO LOCATION:			
NOTE ANY EXCEPTIONS COUNTY PROVISIONS OR TO SPECIFICATIONS BELOW. The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.				
VENDOR NAME				
VENDOR ADDRESS:				
VENDOR SIGNATURE:				DATE

Use additional copies of this bid form as necessary to complete your response.

EXHIBIT B

SMALL LOCAL EMERGING BUSINESS (SLEB) SUBCONTRACTING INFORMATION SHEET

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE

for

DATABASE CONVERSION, REPORT WRITING AND SERVER CONVERSION

In order to meet the small local emerging business (SLEB) requirements of this Request for Quote, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (per the Request for Quote Provisions contained herein) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to subcontract with a SLEB that can participate directly with this contract. One of the benefits of subcontracting will be economic, but subcontracting will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute the subcontractor without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

BIDDER: _____

is a SLEB.

is not a SLEB and will subcontract _____% with the SLEB named below for the following service(s): _____

SLEB Business Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Tax ID Number: _____

Principal Name: _____

SLEB Principal Signature: _____

(Date)

Bidder Signature: _____

(Date)

EXHIBIT C

CONTRACTORS INSURANCE REQUIREMENTS SYSTEM

The Risk Management Unit has developed a new basic insurance requirement system to assist its clients in determining the appropriate insurance to require from County Contractors. This new system can be applied to your operations effective immediately. You may access the County of Alameda Minimum Insurance Requirement forms [here](#) (or visit: http://dsmain/docushare/dscgi/ds.py/Get/File-5784/COI_Reqmt_DB.xls). You will find Risk Management's instructions, insurance requirements, and certificate numbers. The path to this may be found on the County intranet site: Alcoweb / Document Center / Risk Management / Contractors Insurance Requirements / COI Requirements Database.

EXHIBIT D
DEBARMENT AND SUSPENSION CERTIFICATION

COUNTY OF ALAMEDA

)

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principle, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the “HIPAA Privacy Rule”). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

- (a) *Business Associate*. “Business Associate” shall mean the Contractor, _____
- (b) *Covered Entity*. “Covered Entity” shall mean that any part of the County of Alameda Health Care Services Agency, a County of Alameda “hybrid entity”, is subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E (“County”).
- (c) *Individual*. “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- (d) *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (e) *Protected Health Information*. “Protected Health Information” (PHI) shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in section 164.501.
- (g) *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Business Associate

- (a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.
- (b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

- (c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
- (e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in Exhibit A of this Agreement. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic protected health information.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this agreement without the advanced consent of Covered Entity.
- (g) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and 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 Protected Health Information in accordance with Section 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Business Associate

- (k) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Exhibit A of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (l) Business Associate may use and disclose PHI as permitted in Section 164.504.

Business Associate Obligations upon Termination or Expiration of Agreement

- (m) Covered Entity has the right to terminate this Agreement as set forth in Exhibit D (Additional provisions) and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (n) In the event that Business Associate determines that returning or destroying the Protected Health Information 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 Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- (o) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (p) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104–191.
- (q) *Survival.* In addition to the provisions with respect to survival as set forth in Exhibit D (Additional provisions), the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.
- (r) *Third Parties.* Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.
- (s) *Preemption.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and

disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and disclosure of confidential information related to the performance of this Agreement.

(t) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

CONTRACTOR: _____

By: _____
Signature

Printed Name

Title

Address: _____

Tax Payer I.D.# _____

EXHIBIT F

MICRS SYSTEM REFERENCE GUIDE