



UNIVERSITY OF CALIFORNIA, DAVIS, HEALTH SYSTEM
REQUEST FOR PROPOSAL

Parent-Child Interaction Therapy (PCIT) Training Center marketing services

RFP # 11-892011-BC

DATE MAILED: August 15th, 2011

Buyer Contact: Bill Corbett
Tel # (916) 734-5951
Fax # (916) 734-7791
E-mail: william.corbett@ucdmc.ucdavis.edu

DUE DATE: September 7, 2011

By: 3:00 P.M., Pacific Time

Return Response to:

(In person, by mail or courier)
RFP# 11-892011-BC
Bill Corbett
Buyer V-s
Purchasing Department
University of California, Davis, Health System
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

The University of California Davis, Medical Center Web address for downloading this document and any updates until the submittal due date is: <http://www.ucdmc.ucdavis.edu/matmgt/>

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Deviations from specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation; irregularities may, however, render the quotation non-responsive.

Public disclosure: Responses to Become Public Records:

All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

Designation of Confidential Information:

The Regents will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as 'TRADE SECRET,' 'CONFIDENTIAL,' or 'PROPRIETARY.' Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind The Regents to protect the designated matter from disclosure.

The California Public Records Act limits The Regents' ability to withhold prequalification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that a Contractor does not want disclosed to the public or used by The Regents for any purpose other than evaluation of the Contractor's eligibility, each sheet of such information must be marked with the designation "Confidential." The Regents will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

The Regents Not Liable for Required Disclosure:

The Regents shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked 'TRADE SECRET,' 'CONFIDENTIAL,' or 'PROPRIETARY,' or if disclosure is required by law or by an order of the court.

I. INTRODUCTION

The University of California, Davis Health System (UCDHS) provides the organizational framework that enables the University of California Davis to fulfill teaching, research, patient-care and public service missions. It consists of the School of Medicine (UCDSOM), the UC Davis Medical Center (UCDMC), the UC Davis Medical Group and several specific centers such as the UC Davis Cancer Center, the UC Davis Children's Hospital and the UC Davis. M.I.N.D. Institute. Together they deliver primary, secondary and tertiary care throughout inland Northern California. The UC Davis Medical Group, the health system's physician network, includes over 500 physicians and 150 areas of medical specialty geographically dispersed in 25 locations.

UCDMC is one of five teaching hospitals operated by The Regents of the University of California. UCDMC is a 576-bed, fully accredited hospital, which serves as the main clinical education site for the UCD School of Medicine. Prior to its acquisition by The Regents in 1973, the hospital was owned and operated by Sacramento County and served as the primary provider of health care to Sacramento's medically indigent population.

UCDMC is the sole Level 1 trauma center serving the Sacramento-Sierra area and the primary tertiary care referral center for a 32-county area of more than five million residents. Each year UCDMC admits approximately 32,000 inpatients, while its 150-plus clinics log more than 828,000 outpatients and emergency visits.

II. OVERVIEW/PROJECT GOALS

The University of California, Davis, is soliciting bids for a qualified Public Relations/Marketing firm (Bidder/Contractor) to implement a marketing strategy to promote the Parent-Child Interaction Therapy (PCIT) Training Center services and products according to the scope of work included below. The PCIT Training Center is an international training program and is part of the University of California, Davis, School of Medicine, Department of Pediatrics, CAARE Diagnostic and Treatment Center.

The term of the contract shall be from October 1, 2011 through September 30, 2012.

The contractor shall supply all necessary labor, materials, tools, and equipment to design and supervise the implementation of a marketing strategy to promote the PCIT for Traumatized Children (PCIT-TC) Webcourse, including the design and production of essential and supportive graphics. The contractor will also design a survey questionnaire to capture data from Webcourse user. The contractor will provide the project management to accomplish these goals.

UC Davis will be responsible for incorporating the graphics and survey questionnaire produced by the contractor into the Webcourse, and implementing the marketing strategy under the supervision of the contractor during the term of the contract.

The fundamental purpose is to design and implement a comprehensive marketing strategy for the PCIT-TC Webcourse that will meet the goals and needs of the CAARE Center's PCIT Training Division:

- A. To help the training division fulfill its mission by promoting the PCIT-TC Webcourse:
 - 1. Design and implement a strategy, with accompanying essential and supportive graphic media, for driving traffic to the Webcourse promotional landing page via social media and affinity groups (such as the National Child Traumatic Stress Network).
 - 2. Design and implement a strategy, with accompanying essential graphic media, for promoting the Webcourse at relevant therapist or mental health administrator-focused events or conferences.
 - 3. Design a survey questionnaire for Webcourse participants that will enhance and focus future outreach efforts.

The contractor shall supply all necessary labor, materials, tools, and equipment to design and supervise the implementation of a marketing strategy to promote the PCIT for Traumatized Children (PCIT-TC) Webcourse, including the design and production of essential and supportive graphics. The contractor will also design a survey questionnaire to capture data from Webcourse user. The contractor will provide the project management to accomplish these goals. The online PCIT training course will be viewed by mental health providers, paraprofessionals, social service professionals, teachers, judges, parents, and students. The online Web Course will be hosted by the National Center for Traumatic Stress Network, funded by the Substance Abuse and Mental Health Services Administration. The Webcourse will be designed to be accessible to different levels of users: one comprehensive

version for mental health service providers and one version for a lay audience. The resulting marketing strategy will need to be similarly designed to attract users from these different audiences.

III. SCHEDULE OF EVENTS

Release of Request for Proposal	August 15, 2011
Deadline for Submission of Written Questions or Request for Clarification	August 22, 2011
Deadline for Submission of Proposals	September 7, 2011
Oral Presentations, if deemed necessary	*Week of September 26th
Completion of Proposal Evaluation/Award of Contract	*September 30, 2011

* Approximate date only

IV. QUESTION AND ANSWER PERIOD

Questions or requests for clarification must be submitted to UCDMC, Bill Corbett, via email no later than August 22, 2011. Individual questions will not be answered directly to submitter. All questions submitted shall be responded to as an addendum to the **RFP**. The addendum will be provided to each potential responder of record and posted on the UCDMC Purchasing web site at: <http://www.ucdmc.ucdavis.edu/matmgt/>. The identity of the submitter of any particular question will not be disclosed. Inquiries and questions regarding this **RFP** will not be entertained after the August 22, 2011 date.

V. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL

UCDHS may modify the RFP prior to the RFP due date, by issuance of amendments sent by email, facsimile or overnight courier to known prospective bidders. Amendments will be posted on the UCDHS Materiel Management web site. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP. Any vendor who fails to receive such amendments shall not be relieved of any obligation under this quotation as submitted. SPECIFICATIONS OR RFP REQUIREMENTS MAY BE REVISED ONLY THROUGH WRITTEN NOTICE OF ADDENDUM ISSUED BY BILL CORBETT, UNIVERSITY OF CALIFORNIA, DAVIS, HEALTH SYSTEM, PURCHASING DEPARTMENT. CHANGES BY ANY OTHER INDIVIDUAL ARE NOT AUTHORIZED.

VI. BASIS OF AWARD

Any resulting contract will be awarded on a lowest cost per quality point basis using the criteria shown below. Quality points will be awarded for factors other than cost. Quality points, the number being predetermined by UCDHS, will be awarded by category dependent upon the relative importance of each category.

Proposals will be evaluated using a two-tier evaluation. Responses shall initially be evaluated for factors listed in **Tier 1 Qualification Statement, Attachment 1**. To be eligible to advance to the second tier, **Technical Proposal, Attachment 2** a bidder must receive at least seventy (70%) of the available Tier 1 quality points. Those bidders receiving less than (seventy) 70% of the total quality points in the Tier 1 evaluation shall be eliminated from further consideration.

To determine the lowest cost per quality point each bidder's quoted fee, as specified in the **Cost Proposal, Attachment 3**, will be divided by the total quality points awarded to that particular bidder's response for **Tier 2 Technical Proposal and, if necessary, vendor presentations**. More than one person may evaluate responses. If evaluated by two or more individuals, an average of all the quality points awarded per category will be used.

The bidder with the lowest cost per quality point shall be given the opportunity to enter into negotiations with UCDHS if the cost is within the project funding allotment and bidder's proposal is in compliance with all terms and conditions expressed within the RFP document. If UCDHS and bidder are unable to come to satisfactory terms, UCDHS reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next lowest cost per quality point bidder.

Responses that are incomplete in that there has been failure to respond in all of the requested areas may be disqualified. UCDHS reserves the right to set the criteria for and make this determination independently in each case.

UCDHS reserves the right to accept, reject or waive any irregularities in any proposal. UCDHS reserves the right to reject all responses received in response to this request.

VII. REQUIRED SUBMITTALS

Copies of Proposals

Bidder is required to submit one (1) signed original along with three extra copies. Responses must be received by **September 7, 2011, 3:00 P.M. Pacific Time**. Responses must be submitted in person, by U.S. Mail or express delivery. Request for Proposal responses should be submitted with the words clearly marked on the outside, referencing the Request for Proposal number (**RFP 11-892011-BC**) located on the cover page.

Submit responses to:

(In person or by courier/mail)

RFP # 11-892011-BC

Purchasing Department

University of California, Davis, Health System

4800 2nd Avenue, Suite 3010

Sacramento, CA 95616

It is a requirement that vendors provide a complete narrative with answers to all statements listed in Attachment 1 and Attachment 2. The narrative response must reference each corresponding section and item number in the order provided on the attachment.

VIII. PROPOSAL CONDITIONS

1. Notwithstanding any other provision of the RFP, Bidders are hereby advised that this RFP is a solicitation of proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UCDHS reserves the unqualified right to reject any or all proposals for any reason.
2. UCDHS shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFP at any time. Bidders shall bear all costs associated with the preparation and furnishing of responses to this RFP. UCDHS, in its sole discretion, reserves the right to determine whether any Bidder meets the minimum qualification standards, to determine whether a proposal is responsive, and to select a proposal which best serves its programmatic objectives. UCDHS reserves the right to negotiate a contract with the selected Bidder.
3. All proposals shall be firm for a period of 180 days following the proposal submission due date.
4. Responses to this RFP should be made according to the instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of the proposal. A proposal, which contains conditions or limitations set up by the Bidder, may be deemed irregular and subsequently rejected by UCDHS.
5. False, incomplete, or unresponsive statements in the proposal response may be cause for its rejection. The evaluation and determination of the fulfillment of the RFP requirements will be UCDHS's responsibility and its judgment shall be final.
6. UCDHS reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission date. Such interpretation or change shall be in the form of a written addendum to this RFP. Such addendum will become part of this RFP and any resultant contract. Such addendum shall be made available to each company that has received an RFP. Should such addendum require additional information not previously requested, a Bidder's failure to address the requirements of such addendum in the proposal response might result in the proposal not being considered.

UCDHS has, at its sole discretion, the unconditional and unqualified right to determine that a time extension is required for submission of proposals, in which case, a written RFP addendum issued by UCDHS shall indicate the new submission date for proposals.

Prior to the final submission date, any Bidder may retrieve their proposal to make additions or alterations. Such retrieval, however, shall not extend the final submission date.

Bidders wishing to submit proposals in response to this request do so entirely at their own expense, and submission of a proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise.

7. PUBLIC INFORMATION AND TRADE SECRETS--The California Public Records Act limits UCDHS's ability to withhold pre-qualification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that Bidder does not want disclosed to the public or used by UCDHS for any purpose other than evaluation of the Bidder's eligibility, each sheet of such information must be marked with the designation "Confidential." UCDHS will notify the Bidder any request, by another party, to inspect such confidential information. Bidder will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.
8. All computer programs and data made available by UCDHS to Bidders hereunder shall remain the property of the UCDHS and shall be maintained, used, and disseminated in accordance with the California Information Practices Act of 1911, Civil code Sections 1798 through 1798.76, and the California Public Records Act, Government Code Section 6250 through 6260. All listings and all copies of listings that reveal names or identification numbers of individuals (i.e., employees, patients, etc.) shall be destroyed or returned to UCDHS.

IX. TERMS AND CONDITIONS

1. The final contract will be prepared by the Health Systems Contract Office and the University of California, Davis Health System, Independent Consultant Agreement, as attached, shall be the resulting agreement upon award.
2. University of California, Davis Health System, HIPAA Business Associate Amendment, as attached, is a requirement of any resulting contract.
3. Invoices are to be rendered only if the items and services have been furnished. Invoices must be itemized, all applicable discounts identified, and must reference the contract number.
4. To facilitate timely award of this order, insurance requirements as outlined in the attached UCDHS Independent Consultant Agreement must accompany your quote or be in force and on file as a result of a previous contract. All of the required policies shall name the Regents of the University of California as an additional insured, shall be in a form as issued by an insurer approved by the UCDHS, and shall contain an endorsement requiring not less than thirty (30) days written notice to UCDHS prior to any cancellation or modification thereof. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to UCDHS at least ten (10) days prior to the expiration of the term of such policy. Failure to comply with this requirement may result in cancellation of any order resulting from this request for quotation.
5. Final acceptance: UCDHS will agree to final acceptance and payment only after services are in compliance with all published and implied performance specifications, and is considered by UCDHS to be ready acceptable.
6. UCDHS retains the right to cancel any contract that results from your offer, at any time, for convenience, at the option of and without penalty to the University.
7. UCHDS is not liable for any cost incurred by Bidders prior to the issuance of an agreement, contract or purchase order.
8. It is understood and agreed by UCDHS and vendor that in the performance of this agreement, vendor shall be, and act as an independent contractor and not as an agent or employee of UCDHS. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between UCDHS and vendor. Vendor is not an employee of UCDHS and is not entitled to the benefits provided by UCDHS to its employees, including but not limited to, group insurance, pension plans, worker's compensation or unemployment insurance.

Vendor shall be solely responsible for the conduct and control of the work to be performed by vendor under this agreement. Vendor's services for UCDHS shall be performed in accordance with currently approved methods and ethical standards applicable to vendor's professional capacity.

9. Any order resulting from this Request for Proposal shall be subject to the examination and audit by the California State Auditor for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the cost of administering the contract.
10. Bidders may not distribute any announcement or news release regarding this project without written approval by the University of California, Davis, Health System. Any materials to be provided to regulatory agencies, other entities, or to the public shall be submitted to the UCDHS for review and distribution unless otherwise directed by a UCDHS representative.
11. Bidders shall furnish all personnel travel, accommodations, facilities and any other supplies and material which may be required to perform the services proposed within this agreement.
12. All agreements resulting from this RFP shall be construed and enforced in accordance with the laws of the State of California.

X. GENERAL INFORMATION / CERTIFICATION

The Bidder shall not maintain or provide racially segregated facilities for employees at any establishment under the Bidder's control. The Bidder agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair employment and Housing Act Government Code section 2900 et seq.). Expressly, the Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition, marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. The Bidder shall further specifically undertake an outreach effort in regards with the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. The Bidder shall communicate this policy in both English and Spanish to all person as concerned within its company, with outside recruiting services and the minority community at large. The Bidder shall provide the University on request a breakdown of it labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its programs.

Please complete the vendor contact information requested below:

Company Name _____
Federal Employer Identification # _____
Contact Person/Title- _____
Address _____

Telephone Number _____ Fax - _____

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.

Authorized Signature _____ Date

**ATTACHMENT 1
TIER 1
QUALIFICATION STATEMENT**

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION, REFER TO THE SECTION AND CORRESPONDING ITEM NUMBER.

Failure to provide the information necessary to fully evaluate the bid response may result in disqualification of the bid.

The Qualification Statement must contain a description of the Bidder's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including but not limited to the following:

1. Company Ownership and Management

- a. Company name:
Address:
Phone:
Fax:
E-mail:
Internet address:
- b. Provide names and titles of company principals.
- c. When was your company founded?
- d. Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.
- e. Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate if further information about your proposal is desired.

2. Company Organization and Staff

- a. Provide profiles or resumes of principal staff to be implementing and managing the project. Include a description of experience, qualification, training and supervision of support staff that would be providing service to UCDHS.

Changes in key staff assignments will not be allowed without prior approval of the University. The University reserves the right to terminate the agreement at any time if any of the staff assignments are unacceptable to the University.

Unless otherwise indicated in the proposal response, the successful bidder will perform all work. Any work, which is subcontracted out by the bidder, must be indicated and will be subject to the terms and conditions of this RFP and any resultant contracts awarded. UCDHS would prefer that work is not subcontracted out. By department, identify key personnel, their job descriptions and years with the company, specifying which personnel will be assigned to the UCDHS account.

3. Company Experience

- a. Describe your firm's area of expertise and prior experience with similar projects as specified in the RFP. Identify any expertise or special skills.
- b. Does your company have health care experience?
- c. Provide two brief case histories of similar projects you have conducted for other institutions including:
 - 1) The Problem
 - 2) The Solution – Description of research conducted
 - 3) The Results – Describe the outcome and results of any recommendations implemented.

Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.

4. References

Each bidder must provide a reference list of at least three (3) clients for whom similar services have been performed within the past two (2) years. The references may be from current or prior clients. The references may be used as a basis for

inquiry concerning the bidder's quality of service. Furnishing incorrect and/or incomplete reference information may lead to bidder's elimination from consideration for award. The decision to eliminate bidder from consideration for award for poor reference checks or for incorrect and/or incomplete reference information shall be at the sole discretion of UCDHS and shall not be subject to appeal.

4. Conflict of Interest

Identify by name and University position any University officer, faculty member, or other employee who holds a position of director, officer, partner, trustee, manager, or employee in the bidder's organization, as well as the name of any near relatives who are employed by the University.

Provide a statement of the total dollar amount of work performed for the University of California in the past twelve (12) months and listing of the campus(es) served.

The contract will not be awarded to any person, company, or corporation that has failed to perform in a satisfactory or faithful manner on any previous contract or purchase order with the University of California.

6. University Terms and Conditions

Please indicate your compliance with the University terms and conditions specified in the RFP, including the University of California Independent Consultant Agreement and the HIPAA Business Associate Agreement (Attached).

7. Health Care Criminal Offense Exclusion

The bidder certifies that neither the Bidder, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by an federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

Notification Requirements. Bidder shall notify Hospital immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

Termination. Hospital may terminate this Agreement immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

ATTACHMENT 2
TIER 2
TECHNICAL PROPOSAL

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION, REFER TO THE SECTION AND CORRESPONDING ITEM NUMBER.

Failure to provide the information necessary to fully evaluate the bid response may result in disqualification of the bid.

1. Provide a narrative summary of your understanding of the project, described in Section II, Overview/Project Goals.
2. Provide an outline of your firm's approach to the project including:
 - a. A description of specific methods, techniques used to conduct your review. Demonstrate your firm's ability to be innovative and creative in accomplishing the goals.
 - b. How your firm will interact with UCDHS staff.
 - c. Description of resources UCDHS is required to provide.
 - d. Approach to handling confidential patient information, complying with HIPAA patient confidentiality regulations.
3. Provide a detailed description of deliverables, including plans for reporting results and discussions with UCDHS.
4. Provide a proposed timetable for completion of tasks related to the project.
5. Describe any value added services your firm provides.

ATTACMENT 3

COST PROPOSAL

The bidder must include definitive information regarding the payment schedule, to include the following:

1. A detailed cost proposal outlining all costs:
 - Professional fees
 - Labor costs
 - Printing and reproduction
 - Telephone charges
 - Shipping of reports
 - All other ancillary charges
2. If you are proposing other reimbursable expenses (e.g. travel) a “not to exceed” figure must be provided for all such expenses. UCDHS has a hotel on site, Courtyard by Marriott. The Courtyard is our preferred hotel. If you choose other accommodations, the University will only reimburse you up to the amount of the current rate for standard accommodations at the Courtyard.
3. **A description of additional charges for any extra services.**

If a bidder’s fee proposal is not clear, the proposal will be considered non-responsive and the proposal will be disqualified from further consideration.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into in Sacramento, California by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, on behalf of its University of California Davis Health System ("UNIVERSITY") and XXXXXXXX., ("INDEPENDENT CONTRACTOR").

The parties agree as follows:

1. The Independent Contractor shall perform the following services to the best of his/her ability:

If such services are not performed to the sole satisfaction of University, University may terminate this agreement immediately upon written notification to Independent Contractor.

2. The above-described services shall be provided at the following time(s), date(s), and location(s): xxxxx.
3. The Independent Contractor shall be paid a sum not to exceed xxxxx less state and federal taxes including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661—18677, if applicable. No payment will be made in advance of work performed except as otherwise specified in this agreement. Final payment will be withheld pending completion of the work. Invoices may be submitted to:
4. Independent Contractor shall provide, at his/her own expense, all equipment, materials, and related services as are necessary to perform as described above.
5. This agreement may be terminated by either party upon five (5) working days' notice to the other.
6. If this agreement is terminated at any time during the agreement period, the Independent Contractor will be compensated for all completed services rendered up to and including his/her last day of service. University reserves the right to determine what shall be deemed completed services.
7. Both parties agree that in the performance of this agreement the Independent Contractor will not be an agent or employee of University, and will not be covered by University's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in University's retirement programs, nor is entitled to any other University benefits.
8. Independent Contractor hereby assigns all right, title and interest, including copyright, to any copyrightable work(s) developed under this agreement to the University in perpetuity and agrees to execute or produce any and all documents necessary to allow University to register copyright for such works.
9. Independent Contractor shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of Independent Contractor, its officers, agents or employees.

University shall defend, indemnify and hold Independent Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or

damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

10. Insurance Requirements. Independent Contractor warrants he/she shall maintain during the term hereof policies of insurance with minimum coverage as follows:

- a. General Liability: Comprehensive or Commercial Form (Minimum Limits)
 - 1) Each Occurrence \$1,000,000
 - 2) Products, Completed Operations Aggregate \$2,000,000
 - 3) Personal and Advertising Injury \$1,000,000
 - 4) General Aggregate (BI, PD)* \$2,000,000

* (not applicable to comprehensive form)

*****Check with Risk Manager re specific coverage requirements for events with severe exposures such as liquor, dangerous activities, activities involving children, etc.

However, if such insurance is written on a claims-made form following termination of this agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this agreement.

b. Pharmacists Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

c. Business Auto Liability: (Minimum Limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

The above coverage must name The Regents of the University of California as an additional insured. This provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party and any person or persons under the non-University party's direct supervision and control.

d. Workers' Compensation as required under California State Law.

11. All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

UNIVERSITY:
Health System Contracts
Sherman Building, Room 2300
2315 Stockton Boulevard
Sacramento, CA 95817

CONTRACTOR:
XXXXX

Either party may change its address by written notice to the other during the term.

12. This agreement shall be construed in accordance with the laws of the State of California.

13. Independent Contractor warrants that he/she/it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs

(<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<http://epls.arnet.gov/PrivacyActProvisionsEPLS.html>). This agreement shall be subject to immediate termination in the event that Independent Contractor is excluded from participation in any federal healthcare or procurement program.

14. During the performance of this Agreement, Independent Contractor and any and all of its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental condition, marital status, age, sex, or sexual orientation. Independent Contractor and any and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Independent Contractor and any and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission, implementing Government Code, Section 12990, set forth in Chapter 5, Division 4, Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made apart hereof as if set forth in full. Independent Contractor and any and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
15. No form of the University name shall be used in promotional materials, signs, announcements or other forms of communication or advertising originated by Independent Contractor unless express written permission for such use has been obtained in advance.
16. This agreement contains all the terms agreed upon by both parties and may not be amended except in writing and signed by both parties.

Add HIPAA Exhibit if IC has access to PHI.

INDEPENDENT CONTRACTOR

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By _____

By _____

Name
Title

Annie Wong, Director
Health System Contracts

Date _____

Date _____

Taxpayer ID # _____

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO • SANTA BARBARA • SANTA CRUZ

HIPAA BUSINESS ASSOCIATE AGREEMENT
Agreement #: TBS

This HIPAA Business Associate Agreement ("BA AGREEMENT") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UNIVERSITY"), on behalf of its University of California Davis Health System and XXXXXXXXXXX ("BUSINESS ASSOCIATE") and is effective as of 10/1/11 ("Effective Date"). UNIVERSITY has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this agreement is binding on all other health care components of the UNIVERSITY.

RECITALS

- A. UNIVERSITY and BUSINESS ASSOCIATE desire to protect the privacy and provide for the security of Protected Health Information (as that term is defined herein) used by or disclosed to BUSINESS ASSOCIATE in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Health and Safety Code §1280.15, California Civil Code §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA AGREEMENT is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), and the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time.
- B. BUSINESS ASSOCIATE provides services to UNIVERSITY, or performs or assists in the performance of UNIVERSITY activities or functions, involving the use or disclosure of Protected Health Information in the course of such service or assistance.
- C. UNIVERSITY wishes to disclose to BUSINESS ASSOCIATE certain information, some of which may constitute Protected Health Information or Medical Information (herein collectively referred to as "PHI").

Therefore, intending to be legally bound hereby, the parties agree as follows:

1. **EFFECT OF AGREEMENT.** This BA AGREEMENT amends, supplements and is made a part of any and all agreements between UNIVERSITY and BUSINESS ASSOCIATE, regardless of whether the agreement(s) shall have been entered into before or after the Effective Date of this BA AGREEMENT. To the extent that the terms of the agreement(s) are inconsistent with the terms of this BA AGREEMENT, the terms of this BA AGREEMENT shall control.

2. **DEFINITIONS.**

2.1 "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to

whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including 45 CFR §164.402, as well as California Civil Code §§ 1798.29 and 1798.82.

2.2 “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including Section 13400(5).

2.3 “Electronic PHI” means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 160.103. For the purposes of this BA AGREEMENT, Electronic PHI includes all computerized data, as defined in California Civil Code §§ 1798.29 and 1798.82.

2.4 "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.5 “Medical Information” means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental or physical condition, or treatment and shall have the meaning given to such term under California Civil Code § 56.05.

2.6 “Protected Health Information” (“PHI”) means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR § 160.103. For the purposes of this BA AGREEMENT, PHI includes all medical information and health insurance information as defined in California Civil Code §§ 56.05 and 1798.82.

2.7 “Secretary” means the Secretary, Department of Health and Human Services, or his or her designee.

2.8 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.9 “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of an Encryption or Destruction technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of the HITECH Act on the Health and Human Services Web site, as such guidance may be revised from time to time, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.402.

2.9.1 “Encryption” means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including 45 CFR § 164.304.

2.9.2 “Destruction” means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed. Redaction is inadequate for the purposes of destruction.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

3.1 Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may use, access, and/or disclose PHI received by BUSINESS ASSOCIATE solely for the purpose of performing a function or activity for or on behalf of the University.

3.1.1 Minimum Necessary. With respect to the use, access, or disclosure of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall limit such use access, or disclosure, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, access, or disclosure. BUSINESS ASSOCIATE shall determine what constitutes the minimum necessary to accomplish the intended purpose in accordance with HIPAA, HIPAA Regulations and any applicable guidance issued by the Secretary.

3.1.2 Documentation of Disclosures. With respect to any disclosures of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall document such disclosures including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and the purpose of the disclosure.

3.1.3 Modification of PHI. Except as permitted under section 3.10.2 below, BUSINESS ASSOCIATE shall not modify any existing data to which it is granted access other than to correct errors, or derive new data from such existing data. BUSINESS ASSOCIATE shall record any modification of data and retain such record for a period of seven (7) years.

3.1.4 Electronic Transaction Standards. Where applicable, BUSINESS ASSOCIATE shall adhere to the transaction standards as specified in 45 CFR §§ Parts 160 and 162.

3.2 Other Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may, if necessary and only to the extent necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE's business, (ii) to provide data aggregation services relating to the health care operations of UNIVERSITY, or (iii) to carry out BUSINESS ASSOCIATE's legal responsibilities, subject to the limitation in section 3.3, below. BUSINESS ASSOCIATE shall obtain reasonable assurances from the person to whom the PHI is being disclosed that, as required under this BA AGREEMENT, the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. BUSINESS ASSOCIATE shall require that any Breaches or Security Incidents be immediately reported to BUSINESS ASSOCIATE. BUSINESS

ASSOCIATE shall then report the Breach or Security Incident to UNIVERSITY in accordance with section 3.7.

3.3 Nondisclosure of PHI. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose UNIVERSITY's PHI other than as permitted or required under any agreement it has with University, including this BA AGREEMENT, or as required by law or regulation.

3.3.1 Disclosures Required by Law. In the event BUSINESS ASSOCIATE is required by law to disclose PHI, BUSINESS ASSOCIATE shall promptly notify UNIVERSITY of such requirement. BUSINESS ASSOCIATE shall give UNIVERSITY sufficient opportunity to oppose such disclosure or take other appropriate action before BUSINESS ASSOCIATE discloses the PHI.

3.3.2 Legal Process. In the event BUSINESS ASSOCIATE is served with legal process or a request from a governmental agency that may potentially require the disclosure of PHI, BUSINESS ASSOCIATE shall promptly, and in any case within two (2) business days of its receipt of such legal process or request, notify UNIVERSITY. BUSINESS ASSOCIATE shall not disclose the PHI without UNIVERSITY'S consent unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

3.4 Prohibition on Sale of PHI for Remuneration. Subject to the limitations set forth in Section 13405(d)(2) of the HITECH Act, BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for any of UNIVERSITY's PHI unless BUSINESS ASSOCIATE first obtains authorization from UNIVERSITY. UNIVERSITY shall not grant such authorization unless the subject of the PHI has granted UNIVERSITY a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the individual's PHI.

3.5 Security Standards. BUSINESS ASSOCIATE shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of UNIVERSITY's Electronic PHI information that it creates receives, maintains, or transmits on behalf of the UNIVERSITY and (ii) to prevent any use or disclosure of UNIVERSITY's PHI other than as provided by the Agreement and this BA AGREEMENT. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in 45 CFR §§ 164.306, 164.308, 164.310, 164.312 and 164.316.

3.6 Security Documentation. BUSINESS ASSOCIATE shall maintain the policies and procedures implemented to comply with section 3.5 in written form (paper or electronic). If an action, activity or assessment is required to be documented, BUSINESS ASSOCIATE shall maintain a written record (paper or electronic) of the action, activity, or assessment, shall retain the documentation for six (6) years from the date of its creation or the date when it last was in effect, whichever is later, make documentation available to those persons responsible for implementing the procedures to which the documentation pertains, and review documentation periodically, and update as needed, in response to environmental or operational changes affecting the security of the PHI.

3.7 Notification of Breaches and Security Incidents. BUSINESS ASSOCIATE shall notify UNIVERSITY in writing as soon as possible, but in no event more than two (2) business days, after BUSINESS ASSOCIATE becomes aware of any Breach of or Security Incident involving UNIVERSITY's PHI. BUSINESS ASSOCIATE shall be deemed to be aware of any Breach or Security

Incident as of the first day on which such Breach or Security Incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. BUSINESS ASSOCIATE shall identify as soon as practicable each individual whose unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, or disclosed during such Breach or Security Incident. BUSINESS ASSOCIATE shall cooperate in good faith with UNIVERSITY in the investigation of any Breach or Security Incident.

3.8 Prompt Corrective Actions. In addition to the notification requirements in section 3.7 above, and with prior notice to the UNIVERSITY, BUSINESS ASSOCIATE shall take (i) prompt corrective action to remedy any Breach or Security Incident, (ii) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by BUSINESS ASSOCIATE, and (iii) take any other action required by applicable federal and state laws and regulations pertaining to such Breach or Security Incident.

3.8.1 Notification of Corrective Action and Provision of Policies. BUSINESS ASSOCIATE will provide written notice to UNIVERSITY as soon as possible but no later than twenty (20) calendar days after discovery of the Breach or Security Incident of (i) the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of such Breach or Security Incident and (ii) the corrective action BUSINESS ASSOCIATE has taken or shall take to prevent future similar Breaches or Security Incidents. Upon UNIVERSITY's request, BUSINESS ASSOCIATE will also provide to UNIVERSITY a copy of BUSINESS ASSOCIATE's policies and procedures that pertain to the Breach or Security Incident involving UNIVERSITY's PHI, including procedures for curing any material breach of this BA AGREEMENT.

3.8.2 Lost or Indecipherable Transmissions. BUSINESS ASSOCIATE agrees to make reasonable efforts to trace lost or translate indecipherable transmissions. BUSINESS ASSOCIATE shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of BUSINESS ASSOCIATE.

3.9 RIGHTS and RESPONSIBILITIES of UNIVERSITY.

3.9.1 Right of UNIVERSITY to Accounting or Audit. Within fifteen (15) calendar days of UNIVERSITY's request, BUSINESS ASSOCIATE shall provide, at BUSINESS ASSOCIATE's expense, an audit or written accounting of the uses and disclosures of UNIVERSITY's PHI made by BUSINESS ASSOCIATE and its Agents, if: (i) UNIVERSITY receives credible information that there has been a Breach or Security Incident involving UNIVERSITY's PHI, or (ii) if UNIVERSITY determines that the written notice provided in section 3.8.1 does not provide sufficient assurances that the Breach or Security Incident involving UNIVERSITY's PHI has been remedied.

3.9.2 UNIVERSITY's Right to Terminate. If BUSINESS ASSOCIATE fails to provide the accounting or audit in a timely manner, or if UNIVERSITY is not satisfied that the corrective action is sufficient to reasonably prevent similar Breaches or Security Incidents in the future, UNIVERSITY may terminate its applicable agreements with BA in accordance with section 5, below.

3.9.3 Costs Related to Inappropriate Use, Access or Disclosure of PHI. If BUSINESS ASSOCIATE fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BA AGREEMENT or any other agreement it has with UNIVERSITY or if there is a Security Incident or Breach of PHI in BUSINESS ASSOCIATE's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, BUSINESS ASSOCIATE

agrees to pay and reimburse UNIVERSITY for any and all costs, direct or indirect, incurred by UNIVERSITY associated with any Security Incident or Breach notification obligations. BUSINESS ASSOCIATE also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the UNIVERSITY of the Breach or Security Incident as required by this BA AGREEMENT.

3.9.4 Regulatory Compliance. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use, disclosure or security of PHI received from UNIVERSITY (or created or received by BUSINESS ASSOCIATE on behalf of UNIVERSITY) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining UNIVERSITY's and/or BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations.

3.9.5 Inspection of Records. Within thirty (30) calendar days after UNIVERSITY's written request, BUSINESS ASSOCIATE shall make available to UNIVERSITY and its authorized agents, during normal business hours, all facilities, systems, procedures, records, books, agreements, policies and procedures relating to the use and/or disclosure of UNIVERSITY's PHI for purposes of enabling UNIVERSITY to determine BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations.

3.10 Rights of Individuals.

3.10.1 Individual's Right to Request Restrictions of PHI. BUSINESS ASSOCIATE shall notify UNIVERSITY in writing within five (5) business days after receipt of any request by individuals or their representatives to restrict the use and disclosure of the PHI BUSINESS ASSOCIATE maintains for or on behalf of UNIVERSITY. Upon written notice from UNIVERSITY that it agrees to comply with the requested restrictions, BUSINESS ASSOCIATE agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of UNIVERSITY.

3.10.2 Individual's Request for Amendment of PHI. BUSINESS ASSOCIATE shall inform UNIVERSITY within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that BUSINESS ASSOCIATE maintains for or on behalf of UNIVERSITY. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to UNIVERSITY as may be required to fulfill UNIVERSITY's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526. BUSINESS ASSOCIATE shall, as directed by UNIVERSITY, incorporate any amendments to UNIVERSITY's PHI into copies of such PHI maintained by BUSINESS ASSOCIATE.

3.10.3 Individual's Request for an Accounting of Disclosures of PHI. BUSINESS ASSOCIATE shall document all disclosures of PHI and, within twenty (20) calendar days after receipt of a written request, make available to UNIVERSITY, and, if authorized in writing by UNIVERSITY, to the subject of the PHI, such information maintained by BUSINESS ASSOCIATE or its agents as may be required to fulfill UNIVERSITY's obligations to provide an accounting for disclosures of UNIVERSITY's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR § 164.528, and the HITECH Act, including, but not limited to Section 13405(c).

3.10.4 Electronic Health Records. If BUSINESS ASSOCIATE, on behalf of UNIVERSITY, uses or maintains Electronic Health Records with respect to PHI, UNIVERSITY may provide an individual, upon the individual's request, with the name and contact information of BUSINESS ASSOCIATE so that the individual may make a direct request to BUSINESS ASSOCIATE for an accounting of disclosures made by BUSINESS ASSOCIATE during the three (3) years prior to the date on which the accounting is requested or as otherwise provided under the HITECH Act Section 13405(c)(4)(A) or Section 13405(c)(4)(B).

3.10.5 Access to PHI by the Individual. If UNIVERSITY determines that a an individual's PHI is held solely by BUSINESS ASSOCIATE or if BUSINESS ASSOCIATE is acting on behalf of UNIVERSITY to provide access to or a copy of an individual's PHI, BUSINESS ASSOCIATE shall, within five (5) calendar days after receipt of a written request, make available to UNIVERSITY, and, if authorized in writing by UNIVERSITY, to the subject of the PHI, such information as may be required to fulfill UNIVERSITY's obligations to provide access to or provide a copy of the PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.524.

3.10.6 Access to Certain Information in Electronic Format. If BUSINESS ASSOCIATE uses or maintains Electronic Health Records with respect to PHI on behalf of UNIVERSITY, BUSINESS ASSOCIATE shall, upon request of UNIVERSITY, provide UNIVERSITY with the requested Electronic Health Record in an electronic format.

3.11 Compliance with Law. In connection with all matters related to this BA AGREEMENT, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations, 45 CFR §§ Parts 160, 162 and 164, and the HITECH Act, Subtitle D, part 1, California Civil Code §1798.29 and California Health and Safety Code §1280.15, as they may be amended from time to time.

4. BUSINESS ASSOCIATE'S AGENTS. Other than as expressly authorized herein, BUSINESS ASSOCIATE will provide UNIVERSITY's PHI only to persons or entities, including subcontractors, that have an agency relationship to BUSINESS ASSOCIATE and that have been approved in advance by UNIVERSITY ("Agents"). BUSINESS ASSOCIATE will provide PHI to Agents solely for the purposes of carrying out the Agreement.

4.1 BUSINESS ASSOCIATE shall require such Agents to agree to the same restrictions and conditions that are imposed on BUSINESS ASSOCIATE by this BA AGREEMENT, and to provide written assurance of such agreement, including, but not limited to, sections 3.5 ("Security Standards"), 3.6 ("Security Documentation") and 3.7 ("Notification of Breaches and Security Incidents").

5. TERMINATION AND OTHER REMEDIES.

5.1 Material Breach. A breach by either party of any material provision of this BA AGREEMENT shall constitute a material breach of the agreement(s) between UNIVERSITY and BUSINESS ASSOCIATE. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

5.1.1 Terminate all applicable agreements, including this BA AGREEMENT, immediately if the other party has breached a material term of this BA AGREEMENT;

5.1.2 Terminate the applicable agreement(s), including this BA AGREEMENT, unless the other party, within five (5) business days, provides a plan to cure the breach and, within fifteen (15) business days, cures the breach;

5.1.3 In the case of a material breach of the BA AGREEMENT, if termination is not feasible, upon the non-breaching party's request, the breaching party shall:

(a) at its expense, provide a third-party review of the outcome of any plan implemented under section 5.1.2. to cure the breach;

(b) at its expense, submit to a plan of monitoring and reporting to demonstrate compliance with the BA AGREEMENT.

5.2 Effect of Termination - Return or Destruction of PHI held by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's Agents. Upon termination, expiration or other conclusion of the BA AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or, at the option of UNIVERSITY, provide for the Destruction of all PHI received from UNIVERSITY, or created and received by BUSINESS ASSOCIATE on behalf of UNIVERSITY in connection with the BA AGREEMENT, that BUSINESS ASSOCIATE or its Agents still maintains in any form, and shall retain no copies of such PHI. Not less than thirty (30) calendar days after the termination of this BA AGREEMENT, BUSINESS ASSOCIATE shall both complete such return or Destruction and certify in writing to UNIVERSITY that such return or Destruction has been completed.

5.3 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to UNIVERSITY that return or Destruction of UNIVERSITY's PHI is not feasible, BUSINESS ASSOCIATE must provide UNIVERSITY with a written statement of the reason that return or Destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If UNIVERSITY determines that return or Destruction is not feasible, this BA AGREEMENT shall remain in full force and effect and shall be applicable to any and all of UNIVERSITY's PHI held by BUSINESS ASSOCIATE or its Agents.

5.4 Other Remedies. Notwithstanding the foregoing rights to terminate the Agreement, UNIVERSITY shall have such other remedies as are reasonably available at law or equity, including injunctive relief.

5.5 Civil and Criminal Penalties. BUSINESS ASSOCIATE understands and agrees that it is subject to civil or criminal penalties applicable to BUSINESS ASSOCIATE for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act.

6. CHANGES TO THIS BA AGREEMENT.

6.1 Compliance with Law. The parties acknowledge that state and federal laws and regulations relating to electronic data security and privacy are rapidly evolving and that additional obligations and responsibilities may be imposed on BUSINESS ASSOCIATE to ensure compliance with the new laws and regulations. The parties specifically agree to comply with all applicable laws and regulations and take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI, without need to amend or modify this BA AGREEMENT.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In addition to any general and/or professional liability insurance coverage required of BUSINESS ASSOCIATE under the Agreement, BUSINESS ASSOCIATE agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the security, privacy, or confidentiality obligations of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors, under this BA AGREEMENT. Such insurance coverage shall be maintained for the term of the Agreement, and a copy of such policy or a certificate evidencing the policy shall be provided to UNIVERSITY at UNIVERSITY's request.

7.2 Indemnification by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to defend at UNIVERSITY's election, indemnify, and hold harmless UNIVERSITY, its officers, agents or employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the acts or omissions of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors with respect to the use and disclosure of UNIVERSITY's PHI.

7.3 Indemnification by UNIVERSITY. UNIVERSITY agrees to defend at BUSINESS ASSOCIATE's election, indemnify, and hold harmless BUSINESS ASSOCIATE, its officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the acts or omissions of UNIVERSITY, its officers, agents or employees with respect to the use and disclosure of UNIVERSITY's PHI.

8. MISCELLANEOUS PROVISIONS.

8.1 Assistance in Litigation or Administrative Proceedings. BUSINESS ASSOCIATE shall make itself, and any employees or agents assisting BUSINESS ASSOCIATE in the performance of its obligations under this BA AGREEMENT, available to UNIVERSITY at no cost to UNIVERSITY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against UNIVERSITY, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy..

8.2 Independent Contractor. BUSINESS ASSOCIATE is an independent contractor and nothing in this BA AGREEMENT is intended to create or imply an agency or employment relationship between UNIVERSITY and BUSINESS ASSOCIATE.

8.3 No Third-Party Beneficiaries. Nothing express or implied in this BA AGREEMENT is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than UNIVERSITY, BUSINESS ASSOCIATE and its respective agents, successors or assigns.

8.4 Number. Where the context admits, words in the plural include the singular, and the singular includes the plural.

8.5 Survival. The obligations of BUSINESS ASSOCIATE under Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 5.2, 5.3, 5.5, 7.2, 7.3, and 8.1 of this BA AGREEMENT shall survive the termination of any agreement between UNIVERSITY and BUSINESS ASSOCIATE.

8.6 Notices. Any notices to be given to either party shall be made via U.S. Mail or express courier to the address given below and/or via facsimile to the facsimile telephone numbers listed below.

If to BUSINESS ASSOCIATE, to:

With a copy (which shall not constitute notice) to:

Attention: _____

Attention: _____

Fax: _____

Fax: _____

If to UNIVERSITY, to:

With a copy (which shall not constitute notice) to:

Attention: _____

Attention: _____

Fax: _____

Fax: _____

Each party may change its address and that of its representative for notice by giving notice in the manner provided above.

IN WITNESS WHEREOF, the parties hereto have duly executed this BA AGREEMENT.

The Regents of the University of California
on behalf of its University of California
Davis Medical Center

XXXXX Corporation
XXXXXXXX Ave
XXXXX CITY



Signature

Signature

Edward Lawlor

Printed Name

Printed Name

Material Manager

Title

Title

4/13/11

Date

Date