REQUEST FOR PROPOSAL – RFP 3
February 8, 2018

Housekeeping / Janitorial contractor services for el Rio Health Center

<table>
<thead>
<tr>
<th>Northwest</th>
<th>Birth &amp; Women’s</th>
</tr>
</thead>
<tbody>
<tr>
<td>320 W. Prince Rd. / 340 W. Prince Rd.</td>
<td>5979 E. Grant Road, #107</td>
</tr>
<tr>
<td>Tucson, Arizona 85705.</td>
<td>Tucson, Arizona 85712</td>
</tr>
<tr>
<td>Sq. Ft. Northwest Clinic: 15,200</td>
<td>Sq. Ft. 6,000</td>
</tr>
<tr>
<td>Sq. Ft. Northwest Dental: 9,405</td>
<td></td>
</tr>
</tbody>
</table>

**Proposal deadline and time**
- Friday, March 9, 2018
- 4:00 p.m.

**Pre-proposal conference**
- Thursday, February 22nd, 2018
- 2:00 p.m. – 4:00 p.m.
- Manning House Ballroom B
- 450 W. Paseo Redondo
- Tucson, AZ 85701

**Pre-bid tour**
- Friday, February 23rd, 2018
- Time and location to be announced during the Pre-Proposal Conference.

**Contact:**
- El Rio Facilities Manager
- Jim Meister
- (520) 982-7283
- jimm@ElRio.org

**CC:**
- El Rio Document Compliance Coordinator
- Virginia Blackman
- (520) 309-3804
- virginiab@ElRio.org

**Submit (5) five sealed hard copies of proposal to:**
- El Rio Health
- 450 W. Paseo Redondo
- Tucson, AZ 85701
- Attn: Richard Spaulding, Strategic Planner and Facilities Director

**SUMMARY OF PROJECT**
El Rio Health Center (El Rio) is soliciting offers from licensed janitorial contractors to furnish, provide and perform the housekeeping services as described and identified within this Request for Proposal (RFP) invitation. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions of this request may result in your response-
being declared unacceptable or any resulting contract being voided. Address each section of this RFP in your proposal. This RFP is one of (4) RFPs for our sites. You may reply to all four RFPs or select others as you choose.

SECTION A. SCOPE OF WORK

I. This project is for the following El Rio Medical sites listed below:

<table>
<thead>
<tr>
<th>Medical Centers</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
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II. The scope of work, upon which your firm is invited to submit a proposal includes the labor and some specialized equipment required to perform the housekeeping tasks.

III. All chemicals and consumables shall be provided by El Rio and procured through the El Rio Materials Department with El Rio bearing the costs. Allowed chemicals and supplies are included in Appendix C of this RFP.

IV. There may be times of extended patient care hours or late running healthcare delivery that will require the janitorial team to accommodate El Rio staff and patients in the building with “limited” disruption to the delivery of medical/dental services.

V. Security officers are provided by El Rio and will be on site during all evening operations.

VI. As part of the project, the contractor will provide the following:

a. A full professional team for the performance of the services required by this request at a level of quality characterized as ‘Hospital Clean’. El Rio clinics are accredited by The Joint Commission and environment of care is high on the list of priorities. This team shall include a reliable supervisor or lead worker fluent in English and Spanish languages. All members of the janitorial team must be fluent in English.
b. Standard equipment, (wet mops, dust mops, handles/frames, wipers, mop buckets, vacuums, brutes, dumpsters) are provided by El Rio. El Rio shall provide equipment for carpet / furniture shampoo, floor scrubbing, and burnishing. The contractor shall provide additional equipment if needed for normal housekeeping operations and strip/wax operations. Contractor will provide all equipment dedicated for stripping floors which includes battery operated banishers. All janitorial equipment, especially power cords, shall be cleaned daily after use.

c. The supervisor or lead worker shall work as a team with El Rio Facilities Manager and Materials Purchasing Agent in all matters of operations, scheduling, maintenance requests and the procurement of janitorial consumables.

d. A standard monthly billing shall be established. El Rio makes automatic payments in advance.

e. From time to time special projects (ie, exterior glass, floor care in addition to the contract schedule) may be awarded. Separate billings are required for these events.

f. The successful contractor will provide two Day Porters for 5 hours per day from noon to 5PM and enough janitorial staff (which may include the Day Porter) to complete the clinic janitorial services between the hours of 5:00PM and 8:00PM, Monday through Friday. In the event that healthcare delivery service hours are extended or continued on Saturdays, this contract shall be amended. If the Offeror perceives the need for additional Day Porter hours or one Day Porter for each floor, submit an option to the proposal. A detailed staffing breakdown is a requirement of the proposal.

g. The successful contractor will have attested to following Equal Opportunity Employment practices, performing background checks on employees, having proof of right to work status of employees, providing proof of employee training on cleaning practices and having appropriate business licenses and insurance policies. All of these documents will be shared with the El Rio Facilities Manager upon a visit to the contractor’s place of business prior to the award of contract.

h. A monthly meeting will occur between the El Rio Facilities Manager and the lead worker and manager of the housekeeping staff.

i. Appendix E will be required upon the award of a contract.
SECTION B. EVALUATION/SELECTION

I. Upon receipt and opening of proposals, and after the proposal Deadline, the El Rio Facilities Department will determine the responsiveness of each applicant prior to its evaluation by the Facilities Manager.

II. Inspection tours will be announced at the “Pre-Proposal Conference” for El Rio site inspections.

III. A contract awarded as a result of this solicitation shall be awarded to the responsible Offeror whose proposal represents the best value and is in the Health Center’s best interest.

IV. Preparatory Work:
   I. The contractor may wish to bid on additional work up front to get the building up to a particular standard. This additional bid, if submitted, will be considered but is not part of continuing contract and therefore may not be allowed.
   II. Note that El Rio Community Health Center is a tax exempt organization. We do pay tax on labor. Our tax exempt letters are available upon request. See our website at www.elrio.org

SECTION C. GENERAL INFORMATION

I. Proposal Submittal Procedure:
   a. Any questions about the meaning or intent of this RFP may be submitted by e-mail to the Facilities Manager, Jim Meister, jimm@elrio.org with copy to the Document Compliance Coordinator, Virginia Blackman, virginiab@elrio.org
      A prompt e-mail response may be expected. All questions and answers will be posted on our website for all to view. Questions received less than five (5) days prior to the date for opening of proposal may not be answered.
   b. Offerors shall provide (5) five sealed hard copies of their proposal by delivery to the following address on or before the closing date:
      El Rio Health
      450 W. Paseo Redondo, Bldg.
      Tucson, AZ 85701
      Attn: Richard Spaulding, Strategic Planner and Facilities Director

You must be sure to have the proposal date and time stamped by the attendant at the reception desk, by no later than 4:00 p.m.
c. All questions about the meaning or intent of this request will be submitted in writing (email is acceptable) to the Facilities Manager, Jim Meister, jim@elrio.org with copy to the Document Compliance Coordinator, Virginia Blackman, virginiab@elrio.org
A prompt e-mail response may be expected with copies of the query and answer forwarded to all Offerors responding to this RFP. Questions received less than five (5) days prior to the date for opening of proposal may not be answered.

d. Offerors shall provide a hard copy of their proposal to the following address on or before the closing date in time for receipt of proposals.
   El Rio Community Health Center
   450 W. Paseo Redondo, Bldg. #2
   Tucson, AZ  85701
   Attn: Richard Spaulding, Strategic Planner and Facilities Director

e. Proposals can be mailed or hand delivered to the address above and shall be in a sealed envelope marked with the project title and name and address of the Offeror. The “Signature Page” must also be included with the proposal. The sealed envelope must state “SEALED PROPOSAL ENCLOSED.”

f. Late submissions will not be considered unless it is determined that it was caused by El Rio Community Health Center mishandling of the documents. All other late submissions will be returned unopened.

II. Other Issues:

a. The Offeror and all subcontractors employed by Offeror shall have all certifications, licenses, insurance and/or registrations required under the laws of the State of Arizona. All workers are required to have the right to work in the United States. The selected Offeror will procure and maintain, during the life of the contract, liability insurance in an amount of not less than $1,000,000 each occurrence. The selected firm will furnish copies of Certificates of Insurance to El Rio showing the coverage, limits of liability, covered operations, effective dates and dates of expiration naming El Rio Community Health Center, its agents and employees as additional named insured.
b. The Offeror agrees if he/she is awarded the contract, that he/she will deliver the goods/services at the prices set forth in the submitted proposal.

c. The Offeror shall provide background check information on any persons allowed on El Rio property. The El Rio Facility Manager shall deny access to workers with a history of spousal, elder or child abuse and anyone who has been incarcerated for theft or drug abuse.

d. The Offeror will provide a minimum of three reference business with whom the Offeror has contracted with during the past four years. The owner or manager contact information must be provided.

III. Opening and Awarding of Contract Proposal:

a. Proposal will be opened on the due date and time specified on the request cover sheet by the Facilities Department. This is not a public opening and contractors are not invited to attend. Proposals received on time will be opened in the presence of one or more witnesses and the name and address of Offeror will be recorded.

b. All information, except that marked as confidential, may become public information at the time the project is awarded. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal, be readily separable from the proposal in order to facilitate possible public inspection. Please mark each sheet in red letters “Confidential.” A request that states that the entire proposal be kept confidential will not be accepted.

IV. Award of Contract:

a. El Rio reserves the right to award this project and to accept the proposal that is in the best interest and provides the best value for El Rio. El Rio reserves the right to reject any and all proposal or any part thereof.

b. The final agreement (Contract) will be signed by El Rio Health and the successful Offeror and returned within an agreed timeframe after the date of the Notice of Award. No agreement will be effective until it has been fully executed by all of the parties thereto.

V. Invitation is Entire Agreement

a. This Request For Proposal constitutes the entire agreement between the parties with respect to its subject and will not be modified, altered or amended in any way except as provided for in this Request.
SECTION D. PARTNERSHIP AGREEMENTS:

I. The following policies are in place for contractors, visitors, patients and employees of El Rio Neighborhood Health Center. The contractor understands that any personnel provided to work on El Rio properties must comply with these policies.


   b. No Smoking is allowed on any El Rio property.

   c. Weapons are not allowed on any El Rio Property

   d. Security of the premises is required at all times. Doors shall not be propped open. The contractor’s employees shall display identity badges at all times. The contractor’s employees shall not allow admittance of visitors, or any non-staff persons.

   e. To the extent practicable, at least upon initial hire, the contractor is to perform background checks on all workers. Any negative findings must go to the El Rio Facilities Manager for approval prior to allowing the worker access to El Rio properties.

   f. To the extent practicable, at least upon initial hire, the contractor is to perform drug testing on employees and provide all positive and negative findings to the El Rio Facilities Manager for approval prior to allowing the worker access to El Rio properties.

   g. Janitorial workers must be able to speak English.

   h. Any suspicious outside activity must be called in to Security at 520-631-5911.

   i. The Facility Manager must be notified of:

      o Damaged equipment, furniture and fixtures.
      o Burned out lights.
      o Compromised or damaged doors and windows.
      o Leaking faucets, running toilets, any puddling of water.
      o Any graffiti.
      o Any building damage inside or outside.

   g. The contractor shall not leave the facility without being released by a member of the El Rio Security or Facilities department.

II. El Rio is required to obtain certain agreements to protect individuals’ private health information and maintain a level of quality and best business practices regulated by the Federal Government and The Joint Commission, an accrediting organization. These documents are included in the Appendices to this RFP.
SIGNATURE PAGE

SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE

Company Name: __________________________________________
Address: ________________________________________________
City, State, Zip: __________________________________________
Telephone Number: ________________________________________
Fax Number: ______________________________________________

Arizona Tax ID: __________________________________________
Federal Tax ID: ____________________________________________
Applicable Arizona License Number(s): ________________________

Contact Person for Clarification of Proposal Response:

Name & Title of Individual Authorized to Sign for Firm:

Email Address: ____________________________________________

_________________________________________________________
Signature of Authorized Individual and date.

(A completed copy of this page must be included with the proposal)
APPENDIX A
Tasking and Schedule, Day Porter

Daily Work Specification (subject to change as needs determine)

Answer All Calls or Pages for Spill Cleanup. Remove all trash to dumpsters as needed.

8:00  Punch In. Check with Pharmacy and clean as directed. Inspect Parking Lot and Building
Entrances, (front and back), for paper & debris. Trash out as needed.
8:45  BATHROOMS: Pick-up trash and refill all dispensers. Make rounds of all hallway public
restrooms first. Then do the staff and clinic restrooms.
9:45  Clean employee patio next to the break room. Empty trash, wipe tables and sweep.
10:00 Break (fifteen minutes)
10:15 Inspect and pick-up public waiting areas. Main lobby, Internal Med/ Midwives,
Xray/Lab, Same Day/Family Practice.
10:45 BATHROOMS: Pick-up trash and refill all dispensers in all hallway public restrooms.
11:15 Remove empty cartons from the supply room at Same Day Care.
11:30 Inspect Break Rooms. Pick up trash and wipe tables as needed. Perform in this order:
Same Day Clinic, Midwives, WIC, and Main Employee Break Room.
12:00 Lunch Break
1:00  BATHROOMS: Pick-up trash and refill all dispensers. Thorough cleaning. Make rounds
of all hallway public restrooms first. Then do the staff and clinic restrooms.
2:00  Inspect and pick up Main Lobby, Empty trash inside and outside, sweep & damp mop as
needed.
2:15 Inspect and pick-up public waiting areas. Perform in this order: Internal Med/ Midwives,
Xray/Lab, Same Day/Family Practice.
2:30  Jim - Time. Get assignments from the Facilities Manager.
3:30  Break (fifteen minutes)
3:45  Clean Central Supply. Trash out, Vacuum. Door glass as needed.
4:00  Check Parking Lot and Building Entrance for paper & debris. Trash out as needed.
4:15 BATHROOMS: Pick-up trash and refill all dispensers. Make rounds of all hallway public
restrooms first. Then do the staff and clinic restrooms.
4:45  Clean and store all equipment.
5:00  Punch Out

At all times be aware of trash or wet spots in hallways and public areas and clean as
needed. Call for maintenance assistance with clogged toilets and urinals. Do not handle
medical or hazardous waste. Do not handle the personal possessions of others. Report any
lighting, equipment or facilities problems (e.g. broken glass/doors, etc.) to facilities staff.
Report supply shortages to the cleaning company’s supervisor.
APPENDIX B (page 10-12)
Tasking and Schedule, General Housekeeping:

Daily, Weekly, Monthly and Other Work Specifications to be done after regular work hours.  
(Subject to change as needs determine)

NIGHTLY CLEANING - Five (5) times per week  
& (Day Porter- Six (6) times per week)

A. Conference Room, All Offices, Exam Rooms, Lab and X-Ray Treatment Room.

1. Empty trash receptacles and replace liners.  (Liners and all consumables to be furnished by CLIENT)

2. Spot clean interior partition glass.

3. Clean and polish entrance glass doors, doorframes and door handles.

4. Dust exposed horizontal surfaces of desktops, tables, chairs, file cabinets, cubicles, and other office furniture.  (Desks with paperwork covering surfaces will not be touched; blinds are not considered horizontal surface)

5. Damp wipe exposed horizontal surfaces of desktops, tables, chairs, file cabinets, cubicles, and other office furniture.  (Desks with paperwork covering surfaces will not be touched; blinds are not considered a horizontal surface)

6. Clean drinking fountains and polish bright work.

7. Dust mop hard surface floors.


9. Vacuum carpeted floors including walk-off mats.

10. Arrange magazines in the reception or lobby area.
B. Restrooms

1. Refill hand towel, toilet tissue and hand soap dispensers. (Supplies to be furnished by CLIENT)
2. Empty trash receptacles and replace liners.
3. Damp wipe trash receptacles with a disinfectant.
4. Empty sanitary napkin receptacles and damp wipe with a disinfectant.
5. Clean exposed surfaces of countertops and baby changing stations with a disinfectant.
6. Spot clean walls, stalls, and partitions with a disinfectant.
7. Dust mop hard surface floors.
8. Damp mop hard surface floors with a disinfectant.
9. Damp wipe hand towel, toilet tissue, and hand soap dispensers.
10. Clean toilets and urinals with a disinfectant and polish bright work.
11. Clean toilet seats on both sides with a disinfectant.
12. Clean sink basins with a disinfectant and polish bright work.
13. Clean splash marks from walls around sink basins.
14. Clean door handles, push plates and light switches.
15. Clean and polish mirrors.

MONTHLY CLEANING - One (1) time per month

A. Conference Room, All Offices, Exam Rooms, Lab and X-Ray Treatment Room.

1. Dust baseboards.
2. Dust window blinds.
3. Dust doorframes.
4. Dust picture frames.

5. Accomplish high dusting below eight (8) feet not listed in the above cleaning schedule.
   Note: Dusting above eight (8) feet may be accomplished for an additional fee.

6. Vacuum air vents below ten (10) feet.
   Note: Vacuuming above ten (10) feet may be accomplished for an additional fee.

B. Restrooms-
   1. Detail clean walls, stalls, and partitions with a disinfectant.

FLOOR CARE PROGRAM

- Strip and refinish all exposed VCT flooring— one (1) time per year
- Burnish all exposed VCT flooring— one (1) time per week.

V. DAY PORTER SERVICE

- DAY PORTER— Six (6) time(s) per week.

Schedule: From 1:00 PM through 5:00
## APENDIX D

**Authorized Chemicals and Supplies, Order Form**

El Rio proprietary information (page 13-17)

### ORDER SHEET

<table>
<thead>
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<th>PRODUCT DESCRIPTION</th>
<th>PACK</th>
<th>PRICE</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>GP-19880</td>
<td>2-Ply Toilet Tissue</td>
<td>80/550</td>
<td>$39.60</td>
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<tr>
<td>GP-19375</td>
<td>Compact Toilet Tissue</td>
<td>36/1000</td>
<td>$51.40</td>
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<tr>
<td>KC-07006</td>
<td>9&quot; JRT Compact Toilet Tissue</td>
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<tr>
<td>KC-01960</td>
<td>M-Fold Towel-FOR SOUTHEAST ONLY</td>
<td>3500/cs</td>
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<tr>
<td>KC-01804</td>
<td>Scot Multi-Fold Towel</td>
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<td>NIB-22501-3</td>
<td>Natural Single Fold Towel</td>
<td>4000/cs</td>
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<td>White Roll Towel</td>
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<tr>
<td>SI-91554</td>
<td>Antibacterial Foam Soap</td>
<td>6/1 Ltr</td>
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<td>KU-65036</td>
<td>Clean Shape Antibacterial</td>
<td>8/Bottles</td>
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<td>GJ-5392-02</td>
<td>Purell Foam Hand Sanitizer</td>
<td>2/1200 ML</td>
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<tr>
<td>HOS-DS5000</td>
<td>1/2 Fold Seat Covers</td>
<td>5000/cs</td>
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<tr>
<td>HOS-MT4</td>
<td>#4 Sanitary Napkins</td>
<td>250/cs</td>
<td>$35.98</td>
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<tr>
<td>HOS-T500</td>
<td>Tampons</td>
<td>500/cs</td>
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<tr>
<td>HOS-KL</td>
<td>#77 Sanisac Liners</td>
<td>500/cs</td>
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<tr>
<td>ASC-H243308N</td>
<td>24 x 33 8 Mic Clear Liner</td>
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<td>ASC-H303713N</td>
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<td>ASC-H404822K</td>
<td>40 x 48 22 Mic Black Liner</td>
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<tr>
<td>PG-32987</td>
<td>Comet Deoderizing Powder</td>
<td>24/21 oz</td>
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<td>TC-400262</td>
<td>Country Delight - Gel Air Freshner</td>
<td>12/gels</td>
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<td>IM-9450C</td>
<td>Non-Para Hanging Bowl Block</td>
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<td>Deod. Urinal Screen w/Block</td>
<td>12/cs</td>
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<td>JW-4963357</td>
<td>RTD Oxivir 5/16 Disinfectant</td>
<td>2/1.5 Ltr</td>
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<td>Oxivir TB Disinfectant Wipes</td>
<td>12/160</td>
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<td>KC-00411</td>
<td>Kimtech Wipers for Wet Task Bucket</td>
<td>Six/90</td>
<td>$52.10</td>
<td></td>
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</tbody>
</table>

Please call or fax orders before 2:00 PM for next day delivery.
# APENDIX D

**Authorized Chemicals and Supplies, Order Form**

El Rio proprietary information (page 13-17)

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<tbody>
<tr>
<td>JW-5104731</td>
<td>Carefree Finish/Sealer</td>
<td>5-Gal Bx</td>
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<td>JW-04134</td>
<td>Snapback UHS Restorer</td>
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<td>JW-04636</td>
<td>Revive UHS Cleaner</td>
<td>5-Gal Bx</td>
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<tr>
<td>JW-5336232</td>
<td>Freedom Stripper</td>
<td>5-Gal Bx</td>
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<tr>
<td>JW-4529489</td>
<td>UHS Floor Cleaner Accumix</td>
<td>6/32 oz</td>
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<tr>
<td>JW-03909</td>
<td>Stride Citrus Neutral Cleaner Accumix</td>
<td>6/32 oz</td>
<td>$72.30</td>
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<td>JW-04271</td>
<td>Odor/Stench/Stain Digester Accumix</td>
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<td>JW-4995295</td>
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<td>12/Qts</td>
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<td>JW-03702</td>
<td>Spiffire Power Cleaner - RTU</td>
<td>12/Qts</td>
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<tr>
<td>JW-04743</td>
<td>Virex TB Disinfectant - RTU</td>
<td>12/Qts</td>
<td>$44.22</td>
<td></td>
</tr>
<tr>
<td>JW-04751</td>
<td>Conq-R-Dust - Aerosol</td>
<td>12/cans</td>
<td>$86.80</td>
<td></td>
</tr>
<tr>
<td>JW-3145310</td>
<td>RTD Crew Bath/Scale Cleaner(Green)</td>
<td>2/1.5 Ltr</td>
<td>$55.34</td>
<td></td>
</tr>
<tr>
<td>JW-8328965</td>
<td>Crew Shower/Tub/Tile Cleaner</td>
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<td>$71.49</td>
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<tr>
<td>JW-04986</td>
<td>Crew Non-Acid Bowl Cleaner</td>
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<tr>
<td>JW-5002803</td>
<td>Gum Remover Aerosol</td>
<td>12/cans</td>
<td>$70.22</td>
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<td>JW-4902788</td>
<td>Shine-Up Furniture Polish</td>
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<tr>
<td>JW-4966789</td>
<td>Bravo Power Foam Stripper</td>
<td>12/cans</td>
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<tr>
<td>JW-04705</td>
<td>Glance RTU Glass Cleaner</td>
<td>12/Qts</td>
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<td>BSL-11844</td>
<td>Stainless Steel Cleaner (water-base)</td>
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<td>JW-3202695</td>
<td>RTD Quick Connect</td>
<td>Each</td>
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<td>JW-3202687</td>
<td>RTD Water Supply Hose</td>
<td>Each</td>
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<tr>
<td>JW-3062788</td>
<td>RTD Virex 256 Disinfectant</td>
<td>1.5 Ltr</td>
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<td>RTD Stride Citrus Neutral Cleaner</td>
<td>1.5 Ltr</td>
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<td>JW-3063437</td>
<td>RTD Crew RR Floor/Surface Cleaner</td>
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<td>RTD Extraction Rinse</td>
<td>2/1.5 Ltr</td>
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<td>JW-04390</td>
<td>Multi Foam Spray Cleaner</td>
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<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>PRODUCT DESCRIPTION</th>
<th>PACK</th>
<th>PRICE</th>
<th>QUANTITY</th>
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<td>5/cs</td>
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<tr>
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<tr>
<td>3M-7200N-20</td>
<td>20&quot; Black Stripping Pads</td>
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<tr>
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<td>17&quot; Red Buffing Pads</td>
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<td>20&quot; Tan Burnishing Pads</td>
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<td>19&quot; Carpet Bonnets</td>
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<td>3M-74N</td>
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<td>20/csa</td>
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<tr>
<td>3M-6472</td>
<td>Doodlebug Pad Holder</td>
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<td>$ 17.90</td>
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<td>CSB-MI-50044</td>
<td>Black Utility Pad</td>
<td>20/Pkg</td>
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<td>ROY-GS1020</td>
<td>Grill Screens</td>
<td>20/Pkg</td>
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<td>PU-JAN12</td>
<td>Pumice Bars</td>
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<td>Perncular Carpet Spotter</td>
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<td>PG-01221</td>
<td>#18 Baseboard Stripper</td>
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<tr>
<td>RCP-D25306BL</td>
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<td>RCP-C413056WH</td>
<td>WH Large Finish Mop Head</td>
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<tr>
<td>RCP-H146</td>
<td>60&quot; Fiberglas Mop Handle</td>
<td>Each</td>
<td>$ 14.93</td>
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</table>

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APENDIX D
Authorized Chemicals and Supplies, Order Form
El Rio proprietary information (page 13-17)

ORDER SHEET

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>PRODUCT DESCRIPTION</th>
<th>PACK</th>
<th>PRICE</th>
<th>QUANTITY</th>
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<tbody>
<tr>
<td>RCP-7577-88</td>
<td>35 Qt. Bucket/Down Wringer Combo</td>
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<tr>
<td>RCP-Q969</td>
<td>Pulse Floor Cleaning Tool</td>
<td>Each</td>
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<td>RCP-Q966</td>
<td>Pulse Caddy</td>
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<td>RCP-Q4108L</td>
<td>18&quot; Microfiber Pads for Pulse</td>
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<tr>
<td>RCP-J353</td>
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<td>RCP-J355</td>
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<tr>
<td>RCP-M253</td>
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<td>RCP-M255</td>
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<tr>
<td>RCP-M116</td>
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<tr>
<td>RCP-9B02</td>
<td>24&quot; Fine sweep broom</td>
<td>Each</td>
<td>$15.81</td>
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<tr>
<td>RCP-6357</td>
<td>60&quot; Threaded Wood Handle</td>
<td>Each</td>
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<tr>
<td>IM-2601</td>
<td>Plastic Lobby Broom</td>
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<tr>
<td>IM-2600</td>
<td>Lobby Dust Pan</td>
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<td>RCP-6389</td>
<td>Jumbo Sweep Angle Broom</td>
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<td>RCP-9B57</td>
<td>8&quot; Tile and Grout Brass Brush</td>
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<td>IM-3201</td>
<td>Putty Knife</td>
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<td>IM-3410</td>
<td>Safety scraper</td>
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<td>UNG-SR830</td>
<td>#9 Single Edge Razor Blades</td>
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<td>IM-3449</td>
<td>48&quot; Floor Scrapper w/4&quot; Blade</td>
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<td>IM-200</td>
<td>Toilet Bowl Mop</td>
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<td>RCP-6310</td>
<td>14&quot; Toilet Bowl Brush</td>
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<tr>
<td>IM-3105</td>
<td>30-45&quot; Lambwool Duster</td>
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<td>IM-3120</td>
<td>52-84&quot; Polywool Duster</td>
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<td>PG-09600</td>
<td>Swiffer Tool &amp; Handle</td>
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<td>PG-33407</td>
<td>Swiffer Refill Clothes</td>
<td>6/32 Pkg</td>
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</tbody>
</table>

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Arizona
5502 W. Buckeye Rd.
Phoenix, AZ 85043
(602) 269-5053
(602) 269-8289 Fax

Colorado
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Denver, CO 80238
(303) 371-6000
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(505) 835-4812
(505) 371-6111 Fax

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# ORDER SHEET

<table>
<thead>
<tr>
<th>P.O.#</th>
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<tr>
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<td>BL Cloth Bar Towel</td>
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<tr>
<td>IM-5032VG</td>
<td>32 oz. Spray Bottle</td>
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<tr>
<td>IM-5906</td>
<td>Trigger Sprayer</td>
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<tr>
<td>RCP-2640</td>
<td>Brute Dolly with Casters</td>
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<tr>
<td>RCP-2642</td>
<td>Caddy Bag for Brute</td>
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<tr>
<td>RCP-2643GY</td>
<td>44 Gal. Round Grey Brute</td>
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<td>RCP-2649</td>
<td>Maid Caddy for 44 Gal. Brute</td>
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<td>PT-100331</td>
<td>Super Coach Vac Bag Filters</td>
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<td>PT-103483</td>
<td>Proforce Vac Bag Filters</td>
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<td>RCP9VMHBA12</td>
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<td>SFP-21602</td>
<td>Sensor Vac Bag</td>
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<td>LBI-BGD166</td>
<td>Lemon D-Vour Powder</td>
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<tr>
<td>RCP-SS16YEL</td>
<td>Hanging Closed for Cleaning Sign</td>
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<tr>
<td>CSB-CHC40912</td>
<td>Descaler Plus</td>
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<tr>
<td>RCP-627677YEL</td>
<td>36&quot; 4-Sided Caution Wet Floor Cone</td>
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<td>DUR-PC1300</td>
<td>Procell D Battery</td>
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<td>LF-LFK300</td>
<td>16&quot; Microfiber Cloth - Green</td>
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<td>LF-LFK400</td>
<td>16&quot; Microfiber Cloth - Pink</td>
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<td>LF-LFK500</td>
<td>16&quot; Microfiber Cloth - Blue</td>
</tr>
<tr>
<td>LF-LFK700</td>
<td>16&quot; Microfiber Cloth - Yellow</td>
</tr>
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**New Mexico**
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Albuquerque, NM 87121  
(505) 835-4812  
Fax: (505) 835-4812

---

**CUST. #:** Carol Fishman - 38
February 8, 2018

RE: Business Associate Agreement

Dear Sir or Madam:

Please review our Business Associate Agreement, sign it where indicated and mail it upon the award of a contract. Should you have any questions or concerns, please feel free to contact our Corporate Compliance Officer Mark Hodges at mark@elrio.org with copy to Virginia Blackman, Document Compliance Coordinator virginiab@elrio.org.

Thank you,

Corporate Compliance Department
El Rio Health Center
EL RIO COMMUNITY HEALTH CENTER
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into on this ________ day of ____________________, ______, between El Rio Santa Cruz Neighborhood Health Center the (Covered Entity), and ______________ (“Business Associate”), with an effective date of _____________________. This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

RECITALS:

A. Business Associate may provide services to Covered Entity under a written agreement entered into before the effective date of this Agreement. If so, Written Agreement is titled _____________________________________________________, and has an effective date of ________________.

B. Business Associate performs the services described in Written Agreement. If there is not a Written Agreement, Business Associate provides the following services to Covered Entity including but not limited to the following, and as may change from time to time:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

C. Covered Entity may make available and/or transfer to Business Associate Protected Health Information (“PHI”) of Individuals in conjunction with Services, which Business Associate will use or Disclose only in accordance with this Agreement.

AGREEMENT:

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of Protected Health Information (“PHI”) under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Standards”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Standards”), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Regulations”), all as amended from time to time.
1. **DEFINITIONS**

   a. **Terms Defined in Regulation:** Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Standards, the Security Standards and the Breach Notification Regulations.

   b. **Protected Health Information or PHI:** Protected Health Information or PHI, as defined by the Privacy Standards, for this Agreement means PHI that is received or created on behalf of Covered Entity by Business Associate.

2. **USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

   a. **Performance of Services:** Business Associate will Use or Disclose PHI only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or required by law, and will not further Use or Disclose such PHI.

   b. **Subcontractor or Agent Performance of Services:** Business Associate agrees that anytime it provides PHI to a subcontractor or agent to perform Services for Covered Entity, Business Associate first will enter into a contract or confidentiality agreement with such subcontractor or agent that contains the same terms, conditions, and restrictions on the Use and Disclosure of PHI as contained in this Agreement.

   c. **Business Associate Management, Administration and Legal Responsibilities:** Business Associate may Use or Disclose PHI for Business Associate’s management and administration, or to carry out Business Associate’s legal responsibilities. Business Associate may Disclose PHI received from Covered Entity to a third party for such purposes only if: (1) the Disclosure is required by law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as required by law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.

   d. **Data Aggregation:** Business Associate may Use PHI to perform data aggregation services as permitted by 45 CFR § 164.504(e)(2)(i)(B).
3. SAFEGUARDS FOR PROTECTED HEALTH INFORMATION

a. Adequate Safeguards: Business Associate will implement and maintain appropriate safeguards to prevent any Use or Disclosure of PHI for purposes other than those permitted by this Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information (“ePHI”), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate will provide evidence to Covered Entity that these safeguards are in place and are properly managed.

b. Compliance with HIPAA Security Standards: Business Associate will comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316, as of the date by which Business Associate is required to comply with such regulations.

4. REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION, SECURITY INCIDENTS AND BREACHES

a. Use or Disclosure Not Permitted by This Agreement: Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within 5 business days of Business Associate’s learning of such Use or Disclosure.

b. Security Incidents: Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware within 5 five business days of Business Associate learning of such Security Incident. Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, Use, Disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which Business Associate becomes aware, provided that: (i) such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and (ii) if the definition of “Security Incident” under the Security Standards is amended to remove the requirement for reporting “unsuccessful” attempts to Use, Disclose, modify or destroy ePHI, the portion of this Section 4 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.
c. **Breaches of Unsecured PHI:** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulations, within 5 business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or Business Associate’s subcontractors or agents, and for reasonable expenses Covered Entity incurs in mitigating harm to those Individuals. Business Associate also will defend, hold harmless and indemnify Covered Entity and its employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities, from and against any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorneys’ fees), which the Covered Entity may incur due to a Breach caused by Business Associate or Business Associate’s subcontractors or agents.

5. **ACCESS TO PROTECTED HEALTH INFORMATION**

   a. **Covered Entity Access:** Within 5 business days of a request by Covered Entity for access to PHI, Business Associate will make requested PHI available to Covered Entity.

   b. **Individual Access:** If an Individual makes a request for access directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual’s request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request.

6. **AMENDMENT OF PROTECTED HEALTH INFORMATION**

   a. **Covered Entity Request:** Within 5 business days of receiving a request from Covered Entity to amend an Individual’s PHI, Business Associate will provide such information to Covered Entity for amendment. Alternatively, if Covered Entity’s request includes specific information to be included in the PHI as an amendment, Business Associate will incorporate such amendment within 5 business days of receipt of the Covered Entity request.

   b. **Individual Request:** If an Individual makes a request for amendment directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible
for making all determinations regarding amendments to PHI and Business Associate will make no such determinations.

7. **ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

a. **Disclosure Records**: Business Associate will keep a record of any Disclosure of PHI that Business Associate makes to its agents, subcontractors or other third parties, if Covered Entity is required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for six years from the termination of this Agreement.

b. **Data Regarding Disclosures**: For each Disclosure for which it is required to keep a record under paragraph 7(a), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.

c. **Provision to Covered Entity**: Within 5 business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its Disclosure records.

d. **Request by Individual**: If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its Disclosure record to Covered Entity within 5 business days of Business Associate’s receipt of the Individual’s request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its Disclosures directly to any Individual.

8. **ACCESS TO BOOKS AND RECORDS**

a. **Covered Entity Access**: Business Associate will, within 5 business days of Covered Entity’s written request, make available during normal business hours at Business Associate’s offices, all records, books, agreements, policies and procedures relating to the Use or Disclosure of PHI for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate’s compliance with this Agreement.

b. **Government Access**: Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary
of the Department of Health and Human Services to the extent required for
determining compliance with the Privacy Standards, Security Standards, or
Breach Notification Regulations. Notwithstanding this provision, no
attorney-client, accountant-client or other legal privilege will be deemed
waived by Business Associate or Covered Entity as a result of this Section.

9. **TERMINATION**

Covered Entity may terminate the Written Agreement, if any, and this
Agreement upon written notice to Business Associate if Covered Entity
determines that the Business Associate or its subcontractors or agents has
breached a material term of this Agreement. Covered Entity will provide
Business Associate with written notice of the breach of this Agreement and
afford Business Associate the opportunity to cure the breach to the satisfaction of
Covered Entity within 30 days of the date of such notice. If Business Associate or
its subcontractors or agents fail to timely cure the breach, as determined by
Covered Entity in its sole discretion, Covered Entity may terminate the Written
Agreement, if any, and this Agreement.

10. **RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION**

   a. **Return or Destruction of PHI:** Within 30 days of termination of this
      Agreement, Business Associate will return to Covered Entity all PHI that
      Business Associate or its subcontractors or agents maintain in any form or
      format. Alternatively, Business Associate may, upon Covered Entity’s
      written consent, destroy all such PHI and provide written documentation of
      such destruction. Business Associate will be responsible for recovering any
      PHI from its subcontractors or agents, or documenting their destruction of
      such PHI, consistent with the terms of this Section.

   b. **Retention of PHI if Return or Destruction is Infeasible:** If Business
      Associate believes that returning or destroying PHI at the termination of this
      Agreement is infeasible, it will provide written notice to Covered Entity
      within 30 days of the effective date of termination of this Agreement. Such
      notice will set forth the circumstances that Business Associate believes makes
      the return or destruction of PHI infeasible and the measures that Business
      Associate will take for assuring the continued confidentiality and security of
      the PHI. Covered Entity promptly will notify Business Associate of whether
      it agrees that the return or destruction of PHI is infeasible. If Covered Entity
      agrees that return or destruction of PHI is infeasible, Business Associate may
keep the PHI but will extend all protections, limitations and restrictions of this Agreement to Business Associate’s Use or Disclosure of PHI retained after termination of this Agreement and will limit further Uses or Disclosures to those purposes that make the return or destruction of the PHI infeasible. Business Associate will also ensure that any such extended protections, limitations and restrictions apply to its subcontractors or agents for whom return or destruction of PHI is determined by Covered Entity to be infeasible. If Covered Entity does not agree that the return or destruction of PHI from Business Associate or its subcontractors or agents is infeasible, Covered Entity will provide Business Associate with written notice of its decision, and Business Associate and its subcontractors and agents will proceed with the return or destruction of the PHI pursuant to the terms of this Section within 30 days of the date of Covered Entity’s notice.

11. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted Use or Disclosure of PHI, Business Associate will restrict the Use or Disclosure of PHI consistent with the Covered Entity’s instructions.

12. MITIGATION PROCEDURES

Business Associate will mitigate, to the maximum extent practicable, any deleterious effect from its or its subcontractors’ or agents’ Use or Disclosure of PHI in a manner that violates this Agreement.

13. OBLIGATIONS REGARDING BUSINESS ASSOCIATE PERSONNEL

Business Associate will inform all of its Workforce Members, subcontractors and agents (“Business Associate Personnel”), whose services may be used to satisfy Business Associate’s obligations under the Written Agreement, if any, or this Agreement, of the Business Associate’s obligations under this Agreement. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement. Business Associate will maintain a system of sanctions for any Business Associate Personnel who violates this Agreement.

14. COMPLIANCE WITH HITECH ACT AND REGULATIONS

Business associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH)
Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.

15. MISCELLANEOUS

a. COMPLIANCE WITH LAWS: The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon 30 days' written notice to the other party.

b. CONSTRUCTION OF TERMS: The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards, Security Standards or Breach Notification Regulations issued by the Department of Health and Human Services.

c. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

d. NOTICES: All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.

e. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards, Security Standards and Breach Notification Regulations, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

f. WRITTEN AGREEMENT: This Agreement will be considered an attachment to Written Agreement, if any, and is incorporated as though fully set forth
within the Written Agreement. This Agreement will govern in the event of conflict or inconsistency with any provision of Written Agreement.

g. COUNTERPARTS AND SIGNATURE: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

h. CHOICE OF LAW: Governing Law: The validity, construction and effect of this Agreement will be governed by the laws of the State of Arizona, without giving effect to that state’s conflict of laws rules. Any Dispute will be resolved in a forum located in the State of Arizona.

BUSINESS ASSOCIATE
________________________

COVERED ENTITY
El Rio Santa Cruz Neighborhood Health Center

By:_________________________ By:_________________________

Print Name:_________________ Print Name: Mark Hodges

Title:_______________________ Title: Corporate Compliance Officer

Date: ______________________ Date: ______________________

Contacts for Notices under this Agreement:

Print Name:_________________ Print Name: Mark Hodges

Title:_______________________ Title: Corporate Compliance Officer

Address: ___________________ Address: 839 W. Congress St. Tucson, Arizona 85745

_________________________ ______________________

_________________________ ______________________

Phone: _____________________ Phone: (520) 670-3830