

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ANGELICA TEXTILE SERVICES, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 2013,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
ANGELICA TEXTILE SERVICES, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing laundry and linen services to San Mateo Medical Center and San Mateo County Youth Services Center (YSC)-Hillcrest.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Energy Matrix Exhibit

Exhibit D—Contingency Plan (for business continuity in case of emergency)

Exhibit E – Corporate Compliance SMMC Code of Conduct (Third Parties)

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." within 30 days of invoice dated. The Contractor may add a late payment charge of one

and one-half percent (1.5) per month, or the highest rate permitted by law, whichever is lower, to any invoice amount not paid within thirty (30) days as set out herein. The County agrees that this charge, if made in relation to an undisputed invoice, is proper, due and payable. This later payment charge will continue to be added monthly on unpaid amounts for as long as the service invoice is not paid. The County reserves the right to withhold payment of any disputed invoice, until a resolution can be reached, and no late payment charge shall be assessed against a disputed charge. In no event shall the County's total fiscal obligation under this Agreement exceed NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS, (\$975,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2013, through January 31, 2015.

This Agreement may be terminated by Contractor, the Chief of the San Mateo County Health System or his/her designee at any time without a requirement of good cause upon one hundred twenty (120) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

If the County terminates service for any reason, the County agrees to pay all undisputed outstanding balances due the Contractor within ten (10) days of the effective date of the termination. If not paid within said ten (10) day period, the amount of all outstanding undisputed balances shall be subject to a service charge of one and one-half percent (1.5%) per month, or at the highest rate permitted by law, whichever is lower.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor and County shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with

such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- ...
- (b) Motor Vehicle Liability Insurance \$1,000,000
- ...
- (c) Professional Liability Waived
- ...

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to,

appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), the facility retains all professional and administrative responsibility for services rendered under this Agreement and that this Agreement is otherwise subject to any applicable requirements of Title 22. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo Medical Center
222 39th Avenue
San Mateo, CA 94403
Fax: (650) 573-2267

In the case of Contractor, to:

Angelica Textile Services
8190 Murray Avenue
Gilroy, CA 95020
Attn: Market Vice President
Fax: (408) 840-7579

With copies to:

Angelica Textile Services, Inc.
1105 Lakewood Parkway
Suite 210
Alpharetta, GA 30004
Attn: President
Fax: (678) 823-4168

And

Angelica Corporation
424 South Woods Mill Road
Chesterfield, Missouri 63017-3406
Attn: General Counsel
Fax: (314) 854-3949

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

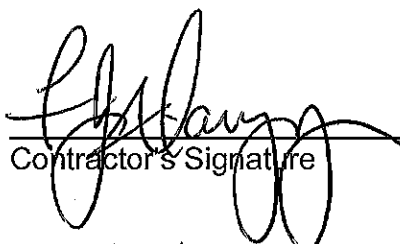
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Angelica Textile Services, Inc.


Contractor's Signature

Date: 1-16-2013

Long Form Agreement/Business Associate
SMMC rev. 1/25/11

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

A. Laundry Services

1. Complete laundry services, including but not limited to, laundering, drying, ironing, folding, presswork, garment processing, and inventory control.
2. Pick-up and Delivery Services: Linen pick-up and delivery will occur up to seven (7) times a week, Sunday through Saturday at mutually agreed upon times, except for Christmas and New Year's day throughout the term of the Agreement. Clean linen delivery and soiled pick-up shall occur simultaneously. The schedule may, from time to time, be changed to accommodate Contractor's routing requirements, but no changes shall be made without the prior approval of San Mateo Medical Center (SMMC) Materials Manager. Contractor will not be responsible for any shipping delay that may be caused by conditions or circumstances beyond Contractor's control, such as delays caused by, but not limited to, road closures or traffic accidents. Delivery Locations are: San Mateo Medical Center located at 222 West 39th Avenue, San Mateo, CA 94403, and San Mateo County Youth Services Center (Hillcrest) located at 21 Tower Road San Mateo, CA 94402.

Contractor will provide a contingency plan for the delivery of linen to SMMC in case of a catastrophic event. The plan will be Exhibit D. to this agreement.

3. Contractor shall provide a quality control program which defines the level of quality and service to be provided to County. County shall have complete review and approval rights over the initial program, and throughout the term of this agreement the parties hereto shall mutually agree to any changes, amendments, or modifications to the program that they deem appropriate to keep pace with changes in the County's service needs.
4. Contractor shall provide a representative who shall report on the performance of Contractor as a function of the quality control program. County agrees to meet no less than quarterly with Contractor's representative for the purpose of reviewing the effectiveness of the program, and amending it, as applicable. Any variances from the performance and quality standards set forth in the program shall be dealt with according to the provisions of the program.

5. Delivered linen shall conform, at a minimum, to the generally accepted standards of quality for cleanliness, finish, and appearance. All work performed shall be done under sanitary conditions. Linen shall be free from soil and stains, bacteria, fungi, and other microorganisms, including pathogens, to the extent required by state, county, and city codes and regulatory agencies. Contractor shall at all times comply with the applicable sections of requirements and regulations established by the Joint Commission on Accreditation of Health care Organizations and California's Title 22.
6. Annual inspections will be made by a team provided by the materials manager (i.e. Infection Control, Materials Manager, Safety Office, County Purchasing, and other appropriate staff). County will provide at least three (3) business days notice before visit.
7. Contractor will make every effort to make additional pick-ups and deliveries at the request of San Mateo Medical Center.
8. Biohazard waste received at the Contractor's facility will be disposed of and hauled by an authorized carrier and SMMC will be billed accordingly.
9. Upon request, Contractor will provide 4 full time equivalents (FTEs) for linen distribution who will perform the following:
 - a. Count, stock, and distribute linen seven (7) days per week.
 - b. Collect data daily and enter this information into a linen tracking program which shall be provided by Contractor.
 - c. Monitor linen utilization with a goal of ensuring adequate supplies for County.
 - d. Monitor linen inventory and communicate County requirements to suppliers, generally in accordance with budget or reasonable directions from County.
 - e. Weigh linen being picked up from and linen being delivered to SMMC. This weight will be logged.
 - f. Provide weekly invoices. Daily deliveries should be accompanied by a packing slip.
 - g. Provide the EVS Manager with linen inventory levels to ensure linen par levels are maintained to avoid shortages.
 - h. Perform an annual inventory.

- i. Provide the EVS Manager with the formula for wet to dry weight.
 - j. Provide the following monthly reports: weight report, linen replacement report, and discarded linen report.
 - k. Grade and separate the incoming linen based on age and appearance.
 - l. Launder personal patient clothing up to 5 days a week, utilizing SMMC's equipment and chemicals.
-

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Standard Linens

Contractor will pick up and process the following SMMC customer owned goods (COG) at a rate of \$0.4821 per clean delivered pound.

- Pillowcase, white
- Sheet, flat white
- Sheet, draw
- Blanket, thermal
- Towel, bath
- Washcloth
- Pad, incontinent
- Sheet, knitted fitted
- Gown patient (tie) large
- Blanket, bath

B. Non-Standard Linens

In addition to \$0.4821 per clean delivered pound, the following items will be charged the following surcharge:

- Towel, surgery loose \$0.0000
- Bag, hamper \$0.0000
- Gown, IV large \$0.0000
- Pants, PJ adult \$0.0000
- Bib, adult \$0.0000
- Blanket Baby \$0.0332
- Tablecloth \$0.5808
- Curtain, cubicle/privacy \$9.5197

C. Staff Apparel

In addition to \$0.4821 per clean delivered pound, the following items will be charged the following surcharge:

- Jacket, warm-up \$0.3547
- Top, scrub women \$0.1995
- Pants, scrub women \$0.2106
- Top, scrub men \$0.1995
- Pants, scrub men \$0.2106
- Coat, Lab \$1.4185

D. Packs

In addition to \$0.4821 per clean delivered pound, the following items will be charged the following surcharge:

- Pack, 4 towels \$2.6810

E. Dust Control Items

In addition to \$0.4821 per clean delivered pound, the following items will be charged the following surcharge:

- Mop, wet housekeeping \$0.6723

F. Special Services

The following special services will be provided upon SMMC's request:

- Mending and Labeling \$21.72 per hour
- Stain Reclamation \$0.8329 per pound
- Special deliveries \$250.00 per trip
- Handling of Bio Hazardous Waste and "Sharps" exposure control \$150.00 per unit
- Linen Distribution Staffing (based on staffing level of 4 FTEs) \$3,618.80 per week

Additional items and specialty labor beyond normal linen service will be negotiated.

G Customer Own Goods (COG): San Mateo Medical Center (SMMC) reserves the right to purchase its own linen, patient apparel, reusable surgical gowns, and surgical linen from those manufacturers currently under contract to SMMC.

H. Annual Price Adjustment: Upon each anniversary date of this Agreement, the charges set forth in Exhibit B may increase equal to the percentage increase in the Consumer Price Index CPI for Medical Care Services (the "CPI"), as measured against the same index for the same month in the previous year. In the event the CPI is no longer in use as of any anniversary date during the term of this Agreement, the parties shall refer to the closest index then published by the U.S. Bureau of Labor Statistics (or its successor agency).

- I. Energy Surcharge: County recognizes that Natural Gas and Diesel Fuel make up a significant percentage of Contractor's operating cost. The volatility of the pricing of these commodities could significantly impact Contractor's ability to provide services during the term of this Agreement. Therefore, County agrees that a variable Energy Surcharge may be added to each invoice using an index-based surcharge that fluctuates up and down each month according to the change in the market price of these two commodities. The Natural Gas and Diesel Fuel Variable Energy Surcharge Matrix is shown on the attached Energy Matrix Exhibit, and is part of this Agreement. Prices for each index will be updated by Contractor on the first Tuesday of each month and provided to County each month.
-

EXHIBIT C

ENERGY MATRIX EXHIBIT

**ENERGY SURCHARGE
NATURAL GAS AND DIESEL FUEL**

FutureSource.com 12 Month Strip ^ (Dollars per dekatherm)		Natural Gas Component	National Average Diesel Fuel ~ (Dollars per gallon)		Diesel Fuel Component
<i>At least</i>	<i>but less than</i>		<i>At least</i>	<i>but less than</i>	
\$0.00	\$6.00	0.00%	\$0.00	\$2.50	0.00%
\$6.00	\$6.50	0.30%	\$2.50	\$2.55	0.04%
\$6.50	\$7.00	0.60%	\$2.55	\$2.60	0.08%
\$7.00	\$7.50	0.90%	\$2.60	\$2.65	0.12%
\$7.50	\$8.00	1.20%	\$2.65	\$2.70	0.16%
\$8.00	\$8.50	1.50%	\$2.70	\$2.75	0.20%
\$8.50	\$9.00	1.80%	\$2.75	\$2.80	0.24%
\$9.00	\$9.50	2.10%	\$2.80	\$2.85	0.28%
\$9.50	\$10.00	2.40%	\$2.85	\$2.90	0.32%
\$10.00	\$10.50	2.70%	\$2.90	\$2.95	0.36%
\$10.50	\$11.00	3.00%	\$2.95	\$3.00	0.40%
\$11.00	\$11.50	3.30%	\$3.00	\$3.05	0.44%
\$11.50	\$12.00	3.60%	\$3.05	\$3.10	0.48%
\$12.00	\$12.50	3.90%	\$3.10	\$3.15	0.52%
\$12.50	\$13.00	4.20%	\$3.15	\$3.20	0.56%
\$13.00	\$13.50	4.50%	\$3.20	\$3.25	0.60%
\$13.50	\$14.00	4.80%	\$3.25	\$3.30	0.64%
\$14.00	\$14.50	5.10%	\$3.30	\$3.35	0.68%
\$14.50	\$15.00	5.40%	\$3.35	\$3.40	0.72%
\$15.00	\$15.50	5.70%	\$3.40	\$3.45	0.76%
\$15.50	\$16.00	6.00%	\$3.45	\$3.50	0.80%

\$16.00 or over equates to an additional 0.3% increase in the Natural Gas Surcharge component for every 50 cent increase in the \$/dekatherm

\$3.50 or over equates to an additional 0.04% increase in the Diesel Fuel Surcharge component for every 5 cent increase in the \$/gallon

^ Source: <http://futuresource.quote.com>
Symbol: NGSC A0 30 - Nat Gas 12-Month Strip last price

~ Source: <http://eia.doe.gov>
"Weekly Retail On-Highway Diesel Prices" for the current date – Average All Types

Business Continuity Plan

Angelica Corporation Western Region

Revisions Control Page

Revision	Date	Summary of Changes Made
Original	January 2008	Original
1	January 2009	Annual Review
2	January 2010	Annual Review
3	January 2011	Annual Review
4	February 2012	1. Annual Review 2. Consolidate N. California and SW Region 3. Format Change



National Strength ... Local Solutions

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National Strength ... Local Solutions

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1 Introduction

1.1 Purpose

The purpose of this business continuity plan is to prepare Angelica Corporation in the event of extended service interruptions or outages in one or more of its Western Region plants caused by factors beyond Angelica's control (e.g., natural disasters, man-made events, equipment breakdown, utility outage), and to maintain or restore services to the widest extent possible in a minimum time frame.

The plan identifies recommended and necessary measures to prevent extended service interruptions or outages. It is a plan that encompasses all Angelica plants in the Western region.

All sites are expected to implement preventive measures whenever possible to minimize service interruptions or outages and to recover as rapidly as possible when one should occur.

1.2 Scope

The scope of this plan is limited to significant extended service interruptions or outages and is not a daily problem resolution procedure.

1.3 Plan Objectives

- Serves as a guide for the location recovery teams in the covered Angelica plants
- References and points to the location of any data that resides outside this document
- Provides procedures and resources needed to assist in recovery
- Identifies vendors and customers that must be notified in the event of an extended service interruptions or outages
- Assists in avoiding confusion experienced during a crisis by documenting, testing and reviewing recovery procedures
- Identifies alternate sources for supplies, resources and locations

1.4 Angelica Procedure SFY-1250 "Emergency Action Plan"

In this procedure, references are made to the corporate procedure SFY-1250 "Emergency Action Plan". Procedure SFY-1250 describes detailed activities to be followed after a fire and/or explosion, spills and/or material release, or a natural disaster.



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All Angelica associates receive training on procedure SFY-1250 at the time of hire, annually thereafter, and any time the procedure changes. Training records shall be maintained on file at each plant for a period of five (5) years from the date of training.

1.5 Definitions

- SVP: Senior Vice President (Regional Business Owner)
- MVP: Market Vice President (Head of Customer Relationship Management and Sales)
- ~~POD: Plant Operations Director (Head of an Angelica Plant)~~
- CRD: Customer Relationship Director
- CRM: Customer Relationship Manager
- EMT: Emergency Management Team (see section 2.2)
- LRC: Location Response Coordinator (see section 2.3)
- LRT: Location Response Team (see section 2.4)
- Grocery Store: Angelica term for an on-site inventory of processed linen established to improve the plant's responsiveness to higher than forecasted demand

1.6 Assumptions

- Key people (Plant Operations Directors or Alternates) will be available following a disaster or emergency
- This document and all vital records are stored in a secure off-site location and not only survived the disaster but are accessible immediately following the disaster
- Each support organization will have its own plan consisting of unique recovery procedures, critical resource information and procedures (i.e. site specific emergency action plan)

1.7 Disaster and Emergency Definition

Any loss of utility service (power, water, gas), connectivity (system sites), catastrophic event (weather, natural disaster, vandalism), major labor shortage or critical equipment breakdown that causes a significant interruption in the services provided by Angelica's plants.

1.8 Documentation Control

All documents related to this Continuity Plan are stored on the Angelica Corporation Network – Document Management System – Operations and Delivery – Environmental, Health and Safety.

The regional SVP, as the overall business owner, is responsible for the maintenance of the overall Business Continuity Plan.



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The Location Response Coordinators are responsible for the maintenance of all plant specific documents.

1.9 Internal / External Communication

In the event of a lengthy disaster and/or emergency situation that disables both landline and mobile phones usage, the Company must be prepared to effectively communicate both internally and externally. Consequently, the Company has or will acquire various satellite phones for use during such situations. One satellite phone will be kept in a remote location by the Director of EH&S. The other satellite phone(s) will be kept by the region. Each satellite phone will be deployed to affected plant(s) as determined necessary by SVP / MVP. The Company's satellite phone number(s) should be provided to Customers in advance with the understanding that the Customer should also consider purchasing one or more satellite phones for use during such situations. If the Customer has or will acquire satellite phones for use during such situations, the Company should request and secure their satellite phone number(s).

2 Emergency Recovery Teams

2.1 Team Member Responsibilities

- Each team member will designate an alternate backup
- All team members should keep an updated contact list of their team members' work, home, and cell phone numbers both at home and at work
- All team members should keep this procedure for reference at home in case the disaster or emergency happens after normal work hours. All team members should familiarize themselves with the contents of this plan.

2.2 Regional Emergency Management Team (Regional EMT)

Head of EMT: Senior VP of Western Region

Alternate Head of EMT: Market VP of Market or Region

Members: Senior VP, Market VP and all Plant Operations Directors, as defined in section 5.1.

Charter: Responsible for determining emergency evaluation and declaration, overall coordination of the emergency recovery effort, and communications.

General Activities:

- Responsible for evaluating the overall situation and determining if an emergency exists



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- Emergency declaration and communication (see section 2.5)
- Evaluate which recovery actions should be invoked and activate the corresponding recovery team(s)
- Evaluate and assess damage assessment findings
- Set restoration priority based on the damage assessment report
- Acts as a communication channel to corporate teams and major customers
- Provide Angelica Senior Leadership with ongoing status information
- Ensure that the Business Continuity Plan will be reviewed annually and exercised on an annual basis (see section 3.3)

2.3 Location Response Coordinator (LRC)

LRC: Plant Operations Director, as defined in section 5.2.

Alternate LRC: Production or Shift Manager

Charter: Responsible for overall coordination of the emergency recovery effort for their plant, establishment of the command center, and communications with Emergency Management Team.

General Activities:

- Notify the Location Response Team (LRT)
- Gather damage assessment information and report it to EMT
- Determine recovery needs and lead scheduled EMT meetings
- Establish command center and related operations
- Establishes, maintains and distributes recovery meeting agenda, linen transfer schedule and action plan
- Prepare post-emergency debriefing report
- If no emergency is declared, takes appropriate actions to return to normal operation using regular staff
- Ensure that site specific information in the Business Continuity Plan is updated whenever relevant information changes (section 3.3)

2.4 Location Response Team (LRT)

Members: Plant Operations Director, Service Manager, Chief Engineer, Production Manager, and Office Manager or Lead, as defined in section 5.3 to 5.9.

Charter: The Location Response Team is responsible for the initial alerting/notification of the problem to the LRC during normal business hours. During off hours, the LRT may be notified along with the LRC. The LRT also leads the recovery effort for their plant and coordinates all required actions with other plants, suppliers and contractors.



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General Activities:

- Provide the following information to the LRC in the event of an service interruption or outage:
 - a. Type of event
 - b. Location of occurrence
 - c. Time of occurrence
 - d. Estimated time to resolution
- Determine if vendors or other teams are needed to assist with detailed damage assessment
- Work with other plants, vendors and corporate resources to develop a rebuild/repair schedule
- Assess if Grocery Store is sufficient to minimize or eliminate service interruptions or delays to Customers
- Assess if excess capacity (e.g. due to overtime, shift schedule alignment) is sufficient to minimize or eliminate service interruptions or delays to Customers
- Decides if local service interruption or outage requires the initiation of regional emergency recovery effort
- Initiates and coordinate execution of emergency recovery action plan

2.5 Emergency Declaration and Notification

The Location Response Coordinator (LRC) and the Location Response team of the impacted plant are responsible for coordinating the initial assessment to decide if an emergency needs to be declared.

The Location Response Coordinator (LRC) of the impacted plant is responsible for coordinating the initial Emergency Management Team (EMT) meeting to decide if an emergency needs to be declared.

The regional Senior VP or his/her alternate, as Head of the Emergency Management Team, is responsible for declaring an emergency and activating the various recovery teams as outlined in this plan.

Regardless of the emergency circumstances, an emergency needs to be declared if the Location Recovery Team (LRT) came to the conclusion that it will not be able to recover by the end of the next business day and/or the estimated shortages and delivery delays will impact Angelica's Customers ability to service its Customers and patients. Recovery here means that the 100% Order Fill Rate will return to pre-emergency level.

Also the LRT may conclude that an emergency situation is not present at that point of time, an appropriate action and communicate plan shall be deployed to keep Angelica's Customer Relationship Managers and Customer informed about the situation and any delays this may cause short-term.



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The LRC is responsible for the initial communication to inform all impacted Customers about the issue on hand, the potential impact on Angelica’s ability to provide timely services, the corrective actions taken and the estimated time to resolve the issues.

The plant’s Service Managers are designated as the principal contacts for Customer Relationship Managers and Customer communication, e.g. delivery status update.

The Regional SVP or MVP is designated as the principal contacts for all other external communication, e.g. media.

3 Emergency Management Procedures and Review

The following procedures are to be followed by Emergency Management Team (EMT), Location Response Team (LRT) and other designated personnel in the event of an emergency.

These procedures are furnished to Angelica’s management personnel to take home for reference. Sections 5 and 6 have been included to supply internal and external emergency contact information.

3.1 In the Event of a Fire, Explosion, Natural Disaster, or Flood

In the event of a major fire, explosion, natural disaster or flood affecting one or several plant’s ability to provide service to Angelica’s Customers in a timely manner, the plant’s LRC(s) will immediately notify the regional SVP, MVP and, if seen necessary, the members of the Emergency Management Team (EMT).

STEP	OWNER	ACTION
1	All Angelica Associates	Follow Angelica Emergency Action Plan SFY-1250 (section 3) to contain the situation on hand and to minimize the overall impact on people, environment and equipment.
2	LRT	As the conditions allow, the LRT will assess damage to building and equipment and evaluate availability of local workforce.
3	LRC	Based on the outcome of Step 2, the LRT will decide if an emergency recovery plan needs to be initiated. The LRC will inform the EMT about the conclusion.
4	LRC	In case the LRT concludes that an emergency recovery plan needs to be initiated, the plant’s LRC will set up an EMT meeting or conference call to review assessment findings.



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5	Head of EMT	Based on the findings presented in Step 4, the regional SVP or his/her alternate will decide if an emergency recovery plan needs to be initiated.
6	LRC	Initiate emergency recovery plan according to section 3.2 if necessary.

3.2 In the Event of an Critical Equipment Breakdown or Major Labor Shortages

In the event of a critical equipment breakdown, e.g. boiler, compressor, or wash tunnel, affecting the plant's ability to provide service to Angelica's Customers in a timely manner, the plant's LRC will immediately notify the regional SVP, MVP and, if seen necessary, the members of the Emergency Management Team (EMT).

In the event of a major labor shortage, the LRC will also contact corporate Human Resources (678-823-4100) and ask for assistance if seen necessary.

In the event of a critical equipment breakdown or major labor shortage, the guidelines and procedures in this section are to be followed.

STEP	OWNER	ACTION
1	LRC	Initiate Location Response Team meeting to assess equipment damage.
2	LRT	Determine and evaluate equipment repair options and associated timelines to restore full capacity.
3	LRT	Determine and evaluate if on-hand linen inventory in local Grocery Store.
4	LRT	Determine and evaluate options to align current shift pattern and usage of overtime to increase plant capacity.
5	LRT	Determine and evaluate if on-hand linen inventory in regional warehouse(s).
6	LRT	Based on the above steps 2 to 5, determine if a recovery to pre-incident service levels will be likely in the next 24 hours and if the estimated shortages and delivery delays will impact Angelica's Customers ability to service its Customers and patients. If a recovery in the next 24 hours is likely, manage situation internally with Location Response Team.
7	Service Manager	Periodically inform CRMs and Customer regarding potential delays, new delivery times and expected shortages.



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8	LRC	If a recovery in the next 24 hours is unlikely and/or if the estimated shortages and delivery delays will likely impact Angelica's Customers ability to service its Customers and patients, communicate situation to Emergency Management Team (EMT) and set up EMT meeting or conference call to initiate Emergency Recovery Plan.
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		<p>During the initial EMT meeting or conference call the following activities shall be discussed and agreed upon.</p> <ul style="list-style-type: none"> • Evaluate availability of processed on-hand linen inventory “Grocery Stores” in all regional plants and agree on linen transfer quantities and schedule • Evaluate availability of on-hand linen inventory in regional warehouse and agree on new linen delivery quantities and schedule • Evaluate capacity availability based on the latest Plant Capacity and Ramp-up Plan for each plant and agree on ramp-up plan (capacity and schedule) for each plant based on location, capacity availability and ramp-up schedule • Establish transportation schedule for internal linen shuttles using internal resources, overtime and external transportation service providers (contact information in section 6.2) • Assess need to transfer employees from one plant to another to support ramp-up plan • Assess need for additional external personnel and contact temporary labor service provider (contact information in section 6.3) if needed • Establish regional engineering support plan and schedule based on availability, competences and needs • Contact and schedule external technical support (see contact information in section 6.1 to 6.12) • Establish, in collaboration with the CRMs and Customers, a delivery prioritization (quantity and schedule) based on linen availability and impact on Angelica’s Customer ability to provide adequate services • It is recommended to shorten larger Customers by an equal percentage for each core item to minimize impact on each Customer • It is recommended to reschedule deliveries according to the normal delivery sequence to minimize impact on each Customer • Establish internal and external communication plan • Document all agreed emergency recovery action items and distribute to all EMT members and the LRT after the initial meeting • Establish meeting or conference call schedule for EMT meetings for next 72 hours
9	EMT	
10	LRC	Manage Emergency Response Action Plan and provide periodic updates between the meetings or conference calls by email to EMT and LRT as agreed and necessary.



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11	LRC	Develop initial Customer communication to inform all impacted Customers about the issue on hand, the potential impact on Angelica's ability to provide timely services, the corrective actions taken and the estimated time to resolve the issues. Review communication with SVP and MVP prior to distribution.
12	LRC	Send initial Customer communication to all impacted Customers and their CRMs by email.
13	Service Manager	Periodically inform CRMs and Customer regarding potential delays, estimated shortages, new delivery times and recovery progress.

3.3 Recovery Plan Review and Maintenance

This plan is intended to be a living document and as such shall be reviewed on a regular basis. The plan shall be reviewed and exercised on an annual basis. The annual test may be in the form of a walk-through, mock disaster/emergency or component testing, or table-top exercise. Additionally, with the dynamic environment present within Angelica, it is important to review the listing of internal and external contact information (sections 5 and 6) within the plan regularly.

The plan will be stored in a common location where it can be viewed by the Emergency Management Team and Location Response Team. Each Angelica plant will have its own directory with change management limited to the Location Response Coordinator.

The Location Response Coordinator will be responsible for the plan. His/her specific responsibilities are as follows:

- Provide hard copy of plan to all Location Response Team members. Team members must store copy at home, in a personal car, or electronically via a hand-held device or laptop computer.
- Regularly (at a minimum annually) review and update information in the business continuity plan (e.g., contact lists, equipment & asset inventories, vendors & contractor contacts, ...). Communicate with the Emergency Management Coordinator to get up-to-date information periodically.
- Hold initial team meeting to get team members acquainted with the plan and hold at a minimum annual meetings to review the plan on an ongoing basis.

4 Supporting Procedures, Templates and Forms



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4.1 Emergency Response Linen Transfer and Action Plan

The Location Response Coordinator shall document all agreed action items and linen transfers accurately using internal documents / forms.

4.2 Customer Delivery Status Update

The plant's Service Managers are designated as the principal contacts for Customer Relationship Managers (CRMs) and Customer communication, e.g. delivery status update. The Service Managers will provide delivery status information to all the CRMs based on an agreed frequency.

4.3 Plant Capacity and Ramp-up Plan

As customary, the Plant Operations Director of every Angelica plant in the Western region is required to keep an (internal) updated capacity model, including current available capacity by day and shift, time required to activate additional capacity and actions required to activate additional capacity. During a declared emergency, the Plant Capacity Ramp-up Plan will be communicated to LRT and ERT initially and each time a revision to the Plan is made.

5 Emergency Recovery Team Contact Lists

5.1 Western Region Emergency Management Team (EMT)

Name (Title)	Work	Home	Cell
Frank Dargavage (SVP)	714-637-6671	N/A	714-916-3761
Michele Wisener (MVP - N. Cal)	559-485-0291	559-485-0291	559-974-2771
Yelena Morri (MVP - SW)	714-998-6109 ext. 109	714-377-7291	714-504-2464
Cesar Zazueta (POD Orange)	714-637-6671	N/A	626-825-6358
Joe Gomez (POD Colton)	909-825-2292	951-847-5224	951-847-5224
Alicia Silva (POD San Fernando)	323-222-0141	N/A	562-305-1171
Mike Kaye (POD Pomona)	909-623-5135	N/A	786-218-1840
Alex Gutierrez (POD Phoenix)	602-415-0089 ext. 210	623-755-6579	623-223-6804
Ana Laura Gonzalez (POD San Diego)	619-263-6915	619-523-2069	619-623-5735
Steve Huntsman (POD Henderson)	702-257-0323	N/A	916-997-8206
John Beurskens (POD Pittsburg)	925-473-9978	707-745-2419	707-590-6018
Eric Vecchiarelli (POD Fresno)	559-485-0291	N/A	559-905-9531
Jay Crozier (POD Sacramento)	916-381-0685	916-361-1748	916-997-4920
Stephanie Jauregui (POD Gilroy)	408-840-7504	209-710-0446	209-620-7552



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5.2 Western Region Location Response Coordinators (LRC)

Name	Location	Work	Home	Cell
Cesar Zazueta	Orange	714-637-6671	N/A	626-825-6358
Joe Gomez	Colton	909-825-2292	951-847-5224	951-847-5224
Alicia Silva	San Fernando	323-222-0141	N/A	562-305-1171
Mike Kaye	Pomona	909-623-5135	N/A	786-218-1840
Alex Gutierrez	Phoenix	602-415-0089 ext. 210	623-755-6579	623-223-6804
Ana Laura Gonzalez	San Diego	619-263-6915	619-523-2069	619-623-5735
Steve Huntsman	Las Vegas	702-257-0323	N/A	916-997-8206
John Beurskens	Pittsburg	925-473-9978	707-745-2419	707-590-6018
Eric Vecchiarelli	Fresno	559-485-0291	N/A	559-905-9531
Jay Crozier	Sacramento	916-381-0685	916-361-1748	916-997-4920
Stephanie Jauregui	Gilroy	408-840-7504	209-710-0446	209-620-7552

5.3 Location Response Team Members (LRT) - Phoenix

Name	Title	Work	Home	Cell
Alex Gutierrez	POD	602-415-0089 ext. 210	623-755-6579	623-223-6804
Ron Paschall	Service Manager	602-415-0089 ext. 215	N/A	480-529-7827
Joseph Kolo	Chief Engineer	602-415-0089 ext. 223	623-979-2559	602-908-7614
Herson Moya	Production Manager	602-415-0089 ext. 214	N/A	602-475-9469
Jaci Mazy	Office Manager	602-415-0089 ext. 211	602-863-2624	602-330-7521
Mark Kemp	SW MVP	602-415-0089	480-833-8786	602-885-0809

5.4 Location Response Team Members (LRT) – San Diego

Name	Title	Work	Home	Cell
Ana Laura Gonzalez	POD	619-263-6915	619-523-2069	619-623-5735
Russ Wiegand	Service Supervisor	619-263-6915	619-276-2818	619-962-2215
Curtis Mitchell	Chief Engineer	619-263-6915	619-670-7578	619-784-6838
Oscar Sosa	Shift Supervisor	619-263-6915	N/A	619-665-0684
Claudia Bustamante	Office Manager	619-263-6915	N/A	619-436-9060
Patricia Strauss	CRD	619-263-6915	N/A	760-846-1930

5.5 Location Response Team Members (LRT) – Las Vegas

Name	Title	Work	Home	Cell
Steve Huntsman	POD	702-257-0323	N/A	916-997-8206
Luis Gonzales	Chief Engineer	702-257-0323	N/A	702-577-6489



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Frank Sosa	Production Manager	702-257-0323	N/A	909-305-3075
Geanene Sanchez	Team Leader (Delivery)	702-257-0323	N/A	N/A
Alice Juarez	Office Manager	702-257-0323	N/A	702-463-0653
Mark Kemp	CRD	602-415-0089	N/A	602-885-0809

5.6 Location Response Team Members (LRT) – Orange

Name	Title	Work	Home	Cell
Cesar Zazueta	POD	714-637-6671 ext. 201	N/A	626-825-6358
John Suggs	Service Manager	714-637-6671 ext. 204	909-861-3355	714-272-4260
Al Delcome	Chief Engineer	714-637-6671 ext. 213	N/A	909-520-7433
Richard McPheeters	Production Manager	714-637-6671 ext. 212	N/A	310-658-0161
Lisa Hobson	Office Manager	714-637-6671 ext. 210	N/A	562-355-0250
Jason Tharp	CRD	714-637-6671 ext. 202	N/A	714-309-0600

5.7 Location Response Team Members (LRT) – Colton

Name	Title	Work	Home	Cell
Joë Gomez	POD	909-825-2292	951-847-5224	951-847-5224
Roy Martinez	Service Manager	909-825-2292	323-219-0819	323-219-0819
Pete Sana	Chief Engineer (act.)	909-825-2292	909-936-2381	909-936-2381
Hector Rodas	Production Manager	909-825-2292	714-287-3943	714-287-3943
Tracy Ferraro	Office Manager	909-825-2292	909-921-2648	909-921-2648
Rob Snyders	CRD	909-825-2292	N/A	805-358-5587

5.8 Location Response Team Members (LRT) – San Fernando

Name	Title	Work	Home	Cell
Alicia, Silva	POD	323-222-0141	N/A	562-305-1171
Robert, Moreno	Service Manager	323-222-0141	N/A	323-394-7108
Humberto, Nieves	Production Manager	323-222-0141	N/A	562-447-6184
Ronald "Steve" Blackwell	Engineering	323-222-0141	N/A	562-331-4855
Rob Snyders	CRD	323-222-0141	N/A	805-358-5587

5.9 Location Response Team Members (LRT) – Pomona

Name	Title	Work	Home	Cell
Mike Kaye	POD	909-623-5135	N/A	786-218-1840
Dennis Dooley	Chief Engineer	909-623-5135	909-987-9424	951-532-2636



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Rosario Gomez	Production Manager	909-623-5135	N/A	909-567-1769
Therese Domme	Office Manager	909-623-5135	N/A	626-893-5415
Angie Jump	Service Manager	909-623-5135	N/A	714-280-5872
JJ Venegas	Service Supervisor	909-623-5135	N/A	626-421-4358
Corey Phelps	Service Supervisor	909-623-5135	N/A	909/ 544-3117
Rodolfo Figueroa	Shift Manager	909-623-5135	N/A	951-436-8844
Herb Underwood	2 nd Shift Maintenance	909-623-5135	909-383-9090	909-380-2258
Jason Tharp	CRD	909-623-5135	N/A	714 -309-0600

5.10 Location Response Team Members (LRT) – Pittsburg

Name	Title	Work	Home	Cell
John Beurskens	POD	925-473-9978	707-745-2419	707-590-6018
Sammy Avelar	Shift Manager	925-473-9978	N/A	650-222-9680
Gayland Zachary	Service Manager	925-473-9978	925-625-3397	925-382-7517
Patti Zachary	Office Manager	925-473-9978	925-783-9321	925-783-2596
David Wright	Chief Engineer	925-473-9978	209-824-1179	209-471-1577

5.11 Location Response Team Members (LRT) – Fresno

Name	Title	Work	Home	Cell
Eric Vecchiarelli	POD	559-485-0291	N/A	559-905-9531
Danny Avery	Service Manager	559-485-0291	N/A	559-974-8612
Phil Vecchiarelli	Chief Engineer	559-485-0291	N/A	559-974-8610
Lessie Green	Production Manager	559-485-0291	N/A	559-281-7275
Nancy Lujan	Office Manager	559-485-0291	N/A	559-360-1704
Jim Babb	CRD	559-485-0291	N/A	209-401-7351
Keven Thomas	Shift Manager	559-485-0291	N/A	559-316-9604
John Loeffler	2 nd Shift Maintenance	559-485-0291	N/A	559-970-4470

5.12 Location Response Team Members (LRT) – Sacramento

Name	Title	Work	Home	Cell
Jay Crozier	POD	916-381-0685	916-361-1748	916-997-4920
Eddie Brinson	Service Manager	916-381-0685	916-474-4509	916-601-8618
Joe Rios	Chief	916-381-0685	916-706-1210	916-947-5257
Marvin Carey	Production Manager	916-381-0685	916-903-7276	916-667-6445
Lily Gutierrez	Office Manager	916-381-0685	916-508-5454	916-508-5454



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5.13 Location Response Team Members (LRT) – Gilroy

Name	Title	Work	Home	Cell
Stephanie Jauregui	POD	408-840-7504	209-710-0446	209-620-7552
Willard Rodgers	Chief engineer	408-840-7504	831-636-5708	408-804-2047
Mark Pearson	Shift manager	408-840-7504	N/A	408-981-5452
Christina Naranjo	Shift manager	408-840-7504	N/A	408-665-2251
Veronica Prado	Office manager	408-840-7504	N/A	831-801-0737
Henry Helsing	Service manager	408-840-7504	N/A	925-525-3662

5.14 Corporate Resources

Name	Title	Work	Home	Cell
Leon Johnson	SVP Operations	678-823-4100	N/A	770-826-1816
Jamie Orlando	VP Operations	678-823-4100	N/A	386-547-8356
Tony Long	Director of EH&S	904-228-8721	N/A	904-228-8721
Rich Martwick	Human Resource Director	678-823-4100	N/A	404-386-9983
Angelica HelpDesk	IT	678-823-4169	N/A	N/A
Tracy Palmer	Purchasing Director	678-823-4100	N/A	N/A
Luke Harsch	Regional Engineer	909-825-2292	N/A	858-699-7277
Daryl Strunk	Operations Director	817-975-2797	N/A	817-975-2797

6 Supplier and Contractor Contact Lists

6.1 Linen Suppliers and Warehousing Contractors

New rental linen is primarily purchased through the Company’s Purchasing Department located in Alpharetta, GA. The Purchasing Director (648-823-4100) has the primary responsibility to source new rental linen as needed during a declared emergency situation. Each plant will secure supplemental rental linen on an as need basis by communicating and coordinating directly with other plants located in the region and, where applicable, regional warehouse(s).



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During a declared emergency, communication with COG customers via Regional MVP (or designee) must be established as soon as possible in order to determine if any supplemental rental linen is required. Cost per pound not recovered on rental linen used to supplement COG customers. Desired (rental) PAR levels for COG customers must be taking into consideration during the planning / sourcing process.

6.2 Logistics and Transportation Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Enterprise Tucson	Mat Lynar	520-807-0606
Phoenix	Penske	Shawn Van Riper	623-936-1227
Phoenix	Fedex	Operator	800-463-3339
Las Vegas	Idealease	Harvey	702-642-8789
Las Vegas	Penske	Stacy Burnett	702-898-3100
Orange	Penske	Customer Service	714-978-9400
Orange	Ryder	Customer Service	714-289-0410
Orange	CLC	Customer Service	800-397-6909
Colton	Penske	Customer Service	800-526-0798
Colton	Ryder	Customer Service	888-715-7272
Colton	Idealease	Customer Service	800-435-3273
San Fernando	Idealease	Jimmy	323-560-3882
San Fernando	Penske	Customer Service	800-526-0798
Pomona	Penske	Mike Metcalf	951-340-4488
Pittsburg	Idealease	John Henry	209-993-9846 209-944-0909
Pittsburg	Penske	All Greenway	510-562-4054 800-526-0798
Fresno	Penske	Matt Vorhes	559-903-2656
Sacramento	Ryder	Sandra Becker	916-838-1241
Gilroy	CLC	Nick Candea	877-846-9100

6.3 Temporary Labor Services Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Express Personnel	Daria Jurin	602-458-9501
Las Vegas	Manpower	Mary Ann Coppa	702-399-5200
Orange	Labor Ready	Steve Smith	714-441-0384
Orange	Snelling	Maria Del Cid	714-557-7767 Office 714-418-7320 Cell
Orange	Work 22, Inc.	Gary Schultz	323-456-0418
San Fernando	Work22 Inc.	Gary Schultz	323-456-0418
San Fernando	Labor Ready	Brenda	
Pomona	Select	Shelly Esparza	909-930-0555
Pittsburg	Express	Shellie Seyer	925-+676-6600 x 101 Cell 925-354-7433



National Strength ... Local Solutions

Fresno	Firm / Manpower	Mai Thao / Bill Washington	559-487-1561 / 559-225-6200
Sacramento	Labor Ready	Mark Perry branch mgr.	916-955-9323
Gilroy	Select	Kelly Medrano	831-775-0712

6.4 Air Compressor Suppliers and Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Ingersol Rand	Jim Mealy	602-431-1400
San Diego	Ingersoll Rand	Ken Hudson	858-278-9980
San Diego	Hydraulic Controls	Rick Case	619-691-0215
San Diego	Sunbelt Rentals	Michael Ales	619-298-9846
Las Vegas	Aero Compressor	Allen Young	562-903-1557
Orange	Aero Compressor Inc	Rudy Covarrubias	800-649-2376
Orange	Osterbauer Compressor	Lily Sabrera	323-583-4771
Orange	Sunbelt Equipment Rentals	Richard Sambrano	714-923-1890
Orange	United Rental	Gabriel Sajardo	714-871-5712 714-642-0888 Cell 800-877-3687
Colton	Aero Compressor	Allen Young	562-903-1557
San Fernando	Osterbauer Compressor	Joe Robleto	323-583-4771
Pomona	Airite Heating & Air Conditioning	Joe Givigliano joe.givigliano@airite.com	(909) 628-6035
Pittsburg	Ingersol Rand	Neil Bartly	510-441-5600 Cell: 510-520-9391
Fresno	Associate Compressors	Larry Young	559-485-3184
Sacramento	Air Perfection	Jason	510-537-3009
Gilroy	Air Perfection Inc.	Customer Service	707-678-0573

6.5 Power Generator Suppliers and Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	SRP	Netoya Evans	602-236-6563
San Diego	Sunbelt Rentals	Michael Ales	619-298-9846
Las Vegas	Ahern Rentals	Josh Taylor	702-362-1800
Orange	Sunbelt Equipment Rentals	Richard Sambrano	714-923-1890
Orange	United Rental	Gabriel Sajardo	714-871-5712 714-642-0888 Cell 800-877-3687
Colton	Sun Belt Equipment Rental	Customer Service	951-682-6823
San Fernando	Rich Rentals	John Grant	818-242-3129
Pomona	WATS	Angel Ortiz	562-392-2178
Pittsburg	United Rental	Dublin	925-829-2980



National Strength ... Local Solutions

Pittsburg	United Rental	Dante Avitable	925-757-7900
Fresno	Valley Power Systems	Mark Peterson	559-486-6900
Sacramento	US Rentals	Service Desk	916-922-9895
Gilroy	Cresco	Customer Service	408-846-1830

6.6 Washroom Equipment Suppliers and Contractors

Location	Vendor-Name	Contact-Name	Phone
Phoenix	Laundry and Equipment	Ron Esmon	602-244-0770
Phoenix	Western State Design	Lorne Lyle	800-633-7153
Phoenix	Jensen USA	John Feldman	850-271-5959
Phoenix	Softrol	Phil McGill	877-241-7679
Phoenix	CLM	Customer Service	323-232-2714
San Diego	Milnor	Linda LeBouf	504-467-9591
San Diego	Western State Design	Lorne Lyle	800-633-7153
San Diego	Ellis	Andy Aguirre	630-250-4825
San Diego	CLM	John Vargas	323-232-2417
San Diego	Ecolab	David Carry	800-553-8683
Las Vegas	Jensen	Mikkel Jensen	850-271-5959
Las Vegas	Ellis	James Shaw	630-240-5142
Las Vegas	G.A.Braun	Ray Burke	800-432-7286
Las Vegas	WSD	Andy Jeninga	760-525-3819
Las Vegas	E-Tech	David Lindblom	612-618-8073
Las Vegas	Ecolab	Pete Montez	562-824-2192
Orange	Kannegiesser USA	Janis Zimmerman	972-602-8766
Orange	Jensen	John Philmen	850-271-5959
Orange	E-Tech	Derek Garcia	800-383-2463 ext.145
Orange	Ecolab	Peter Montez	562-824-2192
Orange	Milnor Corporation	Customer Service	504-467-9591
Colton	Jensen	Mikkel Jensen	850-271-5959
Colton	Ellis	James Shaw	630-240-5142
Colton	G.A.Braun	Ray Burke	800-4327286
Colton	WSD	Andy Jeninga	760-525-3819
Colton	E-Tech	David Lindblom	612-618-8073
Colton	Ecolab	Pete Montez	562-824-2192
San Fernando	Kannegiesser USA	Janis Zimmerman	972-602-8766
San Fernando	G.A Braun	Customer Service	800-432-7286
San Fernando	Ellis	Customer Service	800-453-9222
Pomona	Jensen	John Feldman	850-271-5959
Pomona	Softrol	Greg Keith	770-974-2700
Pomona	Kaman	Leonard Guzman	909-212-7110
Pittsburg	WSD	Dave Johnson	800-633-7153
Fresno	Milnor / WSD	Dan Johnson / Operator	504-467-9591 / 510-732-1008



National Strength ... Local Solutions

Sacramento	WSD	Dave Johnson	510-698-1186
Gilroy	WSD	Theresa Rocha	800-633-7153 ext. 305

6.7 Soil Sort Rail System Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	White Conveyor & Speed	Ed Ray	800-241-0990
Phoenix	Check	Nick Richenbacker	307-587-3354
Las Vegas	N/A	N/A	N/A
San Fernando	E- Tech	Larry Erickson	612-597-8729
Pomona	Jensen	Agustin Peralta	agustin.peralta@jensen-group.com
Pittsburg	E-Tech	Derek Hanson/ Dan Score	612-722-1366 Cell: 651-343-6773
Fresno	La Fiell / In House	Ron Niccess	702-677-5300
Sacramento	N/A	N/A	N/A
Gilroy	E-Tech	Mark Kemble	612-722-1366 ext.128

6.8 Boiler Equipment Suppliers and Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Arizona Boiler	Joe Casillas	623-979-3301
Phoenix	Thermal Engineering of Arizona	Customer Service	520-880-4000
Phoenix	JB Sales	Customer Service	602-258-1545
San Diego	Johnson Boiler	Dave Coleman	559-237-7772
San Diego	County Burner	Matt Ganon	619-282-7545
San Diego	Total Western Boiler	Mike Setting	562-220-1458
San Diego	Ecolab Boiler Division	Dedra Hatcher	619-453-3185
Las Vegas	Desert Boilers	Morgan Knotts	702-631-7780
Las Vegas	Energy Products	Rick Page	702-485-1533
Las Vegas	Total Western ,Inc.	Michael Setting	562-220-1450
Orange	Southern California Boiler	Mark Ramirez & Kevin Dolman	714-908-5872
Orange	World Environmental	Keith Shannon	949-472-9200 Office 949-279-5993 Cell
Orange	Ecolab	Richard Vanoss	800-383-2463
Colton	Total Western ,Inc.	Michael Setting	562-220-1450
San Fernando	Total Western	Mike, Setting	562-220-1450
Pomona	Superior Boiler	Craig Mallette	562-928-5509
Pomona	Total Western	Doug Goodenarugh	562-220-1450
Pomona	World Environment	Karl Shannon	949-472-0200
Pomona	George T. Hall	G. T. Hall	714-939-7110
Pittsburg	Diablo Boiler	Tim Clay	925-776-5089



National Strength ... Local Solutions

			Cell: 510-410-4888
Pittsburg	Johnsons Boiler	Dave Coleman	559-237-7772
Fresno	Johnsons Boiler	Dave Coleman	559-237-7772
Sacramento	RF McDonald	Antony Marino	209-576-0726
Gilroy	Johnsons Boiler	Dave Coleman	559-237-7772

6.9 Electrical Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Indicom Electric	Mike Bore	602-276-6343 cell 602-757-4628
San Diego	Electrical Motor Specialist	Paul De Puyt	619-238-0183
San Diego	Chicks Electrical Motors	Jose	619-232-2162
San Diego	Beck Electric	Martin Beck	619-997-2325
Las Vegas	Royal Wholesale Electric	Don Leonard	951-683-6625
Las Vegas	Adobe Electric	Dan/Bill/Skip	702-222-0622
Pomona	M-D Electric	Customer Service	909-629-8661
Colton	Royal Wholesale Electric	Don Leonard	951-683-6625
Orange	Mid City Electric	Marlin Vander Molem	562-402-8833
Orange	Bright Electric Inc.	Mark Bright	714-973-2211
San Fernando	Supreme	Arron	323-227-0414
Pomona	Pomona Electric	Customer Service	909-571-8100
Pittsburg	Collins Electric	Jeff Withers	209-323-3636
Fresno	Electric Motorshop	Dave Noman	559-250-3623
Sacramento	Rex Moore	Service Desk	916-372-1300
Gilroy	A.J. Moley Contractor	A.J. Moley	831-970-1381

6.10 Plumbing Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	P&M Plumbing	Paul Sherrard	480-844-2892
San Diego	Rescue Rooter	Curtis Gandy	858-526-1563
San Diego	Ahlee Backflow Testing	Susan	619-444-7781
San Diego	Cable Pipe and Leak	Susie	619-873-1530
Las Vegas	Keenan Pipe and Supply	Stephanie or Don	702-382-7475
Orange	Biard & Crocket Plumbing	Janet	714-639-4400
Orange	Anderson Air Conditioning	Customer Service	714-888-6800
Colton	Kenan Pipe Supply	Customer Service	909-885-4455
San Fernando	Rescue Rooter	Alfred	800-726-6729
Pomona	Bell Pipe	Customer Service	714-772-3200
Pomona	Hirsch Pipe	Customer Service	909-622-1084
Pomona	Alpi Supply	Tony Alpi	909-590-0043



National Strength ... Local Solutions

Pittsburg	Ferguson Enterprises	Customer Service	925-432-7375
Fresno	Allbritten	Aaron Kalina	559-292-4919
Sacramento	Lupin and Holley	Service Desk	916-919-5976
Gilroy	Rescue Rooter	Brian Sullivan	510-729-6000

6.11 Gas Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	SW Gas	Craig Elias	713-235-7508
Phoenix	Shell Energy	Natalie Grace	858-526-2110
San Diego	Western Pump	Ryan Shadburn	619-239-9988
San Diego	SKS	Rick Dipiero	800-275-0839
Las Vegas	SWG	Nasrin Houston	702-365-2549
Orange	The Gas Company	Customer Service	800-427-2000
Colton	George T Hall	Jose Gaytan	714-939-7100
San Fernando	SCGC	Fabie Albert	714-634-3249
Pomona	The Gas Company	Greg Heintz	714-634-3189
Pittsburg	PG&E	Matt Schneiderman	415-973-2890 800-468-4743 Cell:415-693-8894
Fresno	PG&E	Alan Koobatian	559-263-7409
Sacramento	SMUD	Tammy Tabor-Smith	916-732-6729
Gilroy	PG & E	Customer Service	800-743-5000

6.12 Site Security Services Contractors

Location	Vendor Name	Contact Name	Phone
Phoenix	Aries Electronics	Joe Goetz	480-497-2695
San Diego	Schmidt Fire Protection	Leonard Moore	858-279-6122
San Diego	Protection One	Call center	800-438-4357
Las Vegas	ADT	Darrell Johnson	702-933-3134
Orange	S.O.L.A.	Customer Service	818-785-6622 800-430-8832
Colton	Aver Media	Customer Service	408-492-2118
San Fernando	Protection One	Sar Pathan	818-373-6289
Pomona	D+R Protection	Customer Service	877-769-4467
Pittsburg	N/A Gated Business Park	Terri Beardsley	925-432-4714
Fresno	Bradford Security Services	John Bradford	559-276-1400
Sacramento	Sac. Control Systems	Customer service	916-638-0788
Gilroy	SVSP	Customer Service	877-884-7877

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

To the Extent applicable to the services provided, the Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures, of which the Undersigned becomes aware. .

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

**TO REPORT VIOLATIONS, CALL THE
COMPLIANCE HOT LINE: (800) 965-9775**

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

Angelica
Name of Person/Entity (the "Undersigned")

Michele Wisener/michele wisener
Signature and Printed Name

1-18-2013
Date

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

(rev. 8/08)

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Veronica Prado

Name of 504 Person - Type or Print

Angelica Textile Services

Name of Contractor(s) - Type or Print

8190 Murray Avenue

Street Address or P.O. Box

Gilroy, CA 95020

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Michelle W. Jensen

Signature

Marko Vuco President

Title of Authorized Official

1-18-2013

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."