

GLENN COUNTY HEALTH AND HUMAN SERVICES AGENCY

Telepsychiatric Services

Request for Proposal No. 2018-01



Proposals must be received no later than 3:00 P.M. May 21, 2018

County of Glenn
Health and Human Services Agency
Jamie Umble, Staff Services Specialist
420 East Laurel Street
Willows, CA 95988
530-934-1496

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REQUEST FOR PROPOSAL
GLENN COUNTY BEHAVIORAL HEALTH DIVISION,
FOR TELEPSYCHIATRIC SERVICES
RFP NUMBER 2018-01

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit and award a multi-year contract to a service provider for Telepsychiatric Services (Services).

Proposals will be considered from all provider types, including but not limited to:

- Sole practitioners and;
- General partnerships;
- Government agencies;
- Non-profit organizations;
- Private companies/firms;
- Panel organizational configurations; and
- Any combination of the above.

BACKGROUND INFORMATION

Telemedicine is the process of providing health care from a distance through technology, often using videoconferencing. Telepsychiatry, a subset of telemedicine, involves providing a range of services including psychiatric evaluations, therapy, patient education, and medication management. Telepsychiatry helps meet patients' needs for convenient, affordable and readily-accessible mental health services. In order to better serve its clients, Glenn County Health and Human Services Agency (HHSA) desires to contract for 10-40 hours per week of telepsychiatry services to serve its behavioral health department.

DESCRIPTION OF SERVICES

The services are expected to be performed by the selected service provider for 10 to 40 hours per week during the period of July 1, 2018, through June 30, 2021. The Scope of Services to be performed for the HHSA are included within the Attachment 1 – Proposed Agreement under Paragraph #1, Responsibilities of Contractor.

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PROPOSAL PROCESS

A. Period of Offer:

Response to this RFP constitutes an irrevocable offer to the HHSA to perform according to the RFP specifications and the proposed contract for a period of not less than 120 days from RFP opening.

B. Bidder's Questions:

Questions regarding the RFP should be submitted in writing or emailed by April 30, 2018, at 3:00 P.M. Questions will not be accepted by telephone, facsimile (FAX), or orally, the HHSA reserves the right to decline a response to any question if, in the HHSA's assessment, the information cannot be obtained and shared with all potential bidders in a timely manner. The HHSA will post responses to questions to all bidders by May 4, 2018, on the County of Glenn website. Questions should be addressed to:

County of Glenn
Health and Human Services Agency
Jamie Umble, Staff Services Specialist
420 East Laurel Street
Willows, CA 95988
or emailed to: **admin@countyofglenn.net**

A summary of the questions submitted, including responses deemed relevant and appropriate by the HHSA, will be provided to all potential bidders.

C. Submission of Proposals:

Proposals must be received no later than 3:00 P.M., May 21, 2018. Proposals must be signed by a duly authorized officer of the bidding organization, delivered along with all required documents, and plainly marked as follows:

County of Glenn
Health and Human Services Agency
Jamie Umble, Staff Services Specialist
420 East Laurel Street
Willows, CA 95988

Proposals received after the 3:00 P.M. deadline shall not be considered. **Reliance on the United States Postal Service will not excuse late proposals.**

All proposals are final after the filing deadline. No adjustments shall be permitted after that time. Any proposal received after the exact time specified for receipt will not be considered unless it is received before an award is made, and it is determined by the HHSA that the late receipt was due solely to mishandling by the HHSA after receipt at the designated address. The only acceptable evidence to establish whether a proposal

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is late or meets the exception listed above, shall be the time of receipt at the HHSA as determined by the date stamp of the HHSA on the proposal wrapper or other evidence of receipt maintained by the HHSA.

All costs of the proposal preparation shall be the responsibility of the Proposer.

All materials submitted in response to the RFP become the property of the HHSA and may be returned only at the HHSA's option and the bidder's expense.

The original and three (3) copies of the proposal package must be completed and submitted as outlined above.

Bidders must be aware that the submission of a proposal in response to this RFP shall create a contractual liability to perform according to the enclosed contract if the proposal is accepted by the HHSA for the award of the contract.

Bidders will be required to conform to all applicable provisions of law and regulations.

D. Proposal Review and Evaluation Criteria:

The HHSA Director of Behavioral Health or designee, selected County staff, and/or selected interested professionals, will evaluate the proposals to determine a bidder's responsibility and responsiveness.

A responsible bidder is one whose proposal substantially complies with all requirements of the RFP.

A responsible bidder is one who:

- Possesses the competency, experience and education required to effectively perform the duties as enumerated in the Agreement, attached as Attachment 1.
- Has the ability to begin handling the caseload for the HHSA by the Award Date or shortly thereafter, taking into consideration available expertise and any business commitments, and
- Has no record of unsatisfactory performance, lack of integrity, or poor business ethics, and
- Is otherwise qualified and eligible to receive an award under applicable statutes and regulations, and
- Has the experience of successfully performing similar services, and
- Has articulated a comprehensible approach to completing the required work, and
- Has acceptable references.

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Any proposal may be declared irregular and not considered for award of the contract if it is conditional, incomplete, or not responsive to the RFP, or contains any alteration of form or irregularity that would prevent it from being compared to other proposals.

The HHSA reserves the right to waive any proposal irregularity; however, this will not relieve the Contractor from full compliance with the bidding requirements if awarded the contract.

The HHSA reserves the right to reject any and all proposals, and to cancel the procurement process. The justification supporting the reason for any type of rejection shall be submitted to the bidder(s) in writing.

After review of all proposals and a recommendation for award of contract is made, all bidders shall be notified in writing of the recommendation.

Given that the expertise required for this proposal is highly specialized, the HHSA reserves the right to negotiate a contract with the successful bidder including to further negotiate the proposed scope of work, method of delivery, and amount of compensation.

E. Contract Award:

The contract award will not be based solely on price, but a combination of factors determined to be in the best interest of the HHSA, described in the Evaluation of Proposals section. Proposals will be scored in accordance with the matrix contained herein, and will be limited to those submitted by a responsive, responsible, and qualified bidder approved by HHSA.

The contract shall not take effect until 12:01 AM on July 1, 2018, once approved by the Board of Supervisors.

Payment for services under any contract resulting from this proposal is dependent upon the availability of County, State, and Federal funding.

F. Protests:

Following notification to bidders of the recommendation for award of the contract, protests may be submitted to the HHSA regarding the proposal process and selection of the Contractor. Protests shall be received within ten (10) calendar days immediately following the recommendation to award a contract. The HHSA shall consider any protest or objection regarding the award of the contract, providing it is submitted in the time period stated above.

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Protests shall be in writing and shall be addressed to:

County of Glenn
Health and Human Services Agency
Jamie Umble, Staff Services Specialist
420 East Laurel Street
Willows, CA 95988
or emailed to: admin@countyofglenn.net.

Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. The HHSA shall respond in writing to the protestor within five (5) calendar days of the end of the protest period. The response shall include the final decision on the protest and the basis for the decision.

TIMELINE FOR REQUEST FOR PROPOSAL

HHSA has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the HHSA.

Event	Date
Issuance of RFP	April 20, 2018
Deadline for RFP questions	April 30, 2018
Questions and answers posted	May 4, 2018
Deadline for proposal submission	May 21, 2018
Potential interview dates (tentative)	May 23-25, 2018
Notice of intent to award (tentative)	May 29, 2018
Protest period	June 8, 2018
HHSA response to protest	June 13, 2018
Contract Start Date	July 1, 2018
Contract End Date	June 30, 2021

PROPOSAL ATTACHMENTS

ATTACHMENTS	DESCRIPTION
Attachment 1: Proposed Agreement	If selected, the person or entity submitting a proposal must sign an Agreement with these terms and conditions, including a Business Associates Agreement.

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PROPOSAL CONTENTS

The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive:

- Title Page - the title page will include the following information:
 - Proposal title;
 - Date submitted;
 - Proposer's name;
 - Identification of Proposer as individual, partnership, corporation, public agency, or joint venture of one or more of the preceding;
 - Proposer's contact information (physical and electronic addresses, telephone, and fax);
 - Name and contact information (physical and electronic addresses, telephone, and fax) for the person or persons (if different than above) who will be authorized to make representations for the Proposer; and
- Signature of duly authorized representative.
 - If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
 - If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership and include the name and address of each member.
 - If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer. If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).
 - If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

- Proposed method to complete the work as specified.

DESCRIPTION OF SERVICES TO BE PROVIDED:

- A. Services:** Provide a general description of the services to be provided to meet the “Responsibilities of Contractor”, as described in Attachment 1. The proposal must also address how services will be provided to clients who use English as their second language.
- B. Organization and Staffing Plan:** This section of the proposal must include information regarding the Proposer’s proposed organizational structure, including experience, training and credentials of psychiatrists(s) or psychologist(s) included in the proposal.
- C. Reporting and Billing Requirements:** Proposals must include a plan for maintaining case and billing information required for reporting and billing purposes as outlined in the Agreement attached.
- D. Competency, Experience Requirements and Continuing Education**
(Including resumes of any key staff):

The Proposer must describe how ongoing competency requirements will be met and completed.

- E. Qualifications and Resumes:** Resumes must be included in this section that describes background and experience in conducting the proposed activities. Proposal must describe the Proposer’s knowledge of the requirements necessary to render these services and describe professional qualifications and experience, including the Proposer’s ability and experience in conducting the proposed activities.
- F. Acceptance of the Terms and Conditions:** Attachment 1, Proposed Agreement, sets forth Terms and Conditions. Proposer must either indicate acceptance of the Terms and Conditions, or clearly identify any exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Proposer must provide an explanation or rationale for each exception and/or proposed change.
- G. Certifications, Attachments, and other requirements:**

Proposer must include the following certifications/forms in its proposal

- Copies of current business licenses, professional certifications, including state board number, and certificates or other credentials, if applicable.

H. Cost Portion of Proposal:

Proposers are asked to submit proposals to contract for up to 40 hours per week of telepsychiatry services.

The Proposer must specify the total maximum cost to the HHSA for the following periods:

July 1, 2018 – June 30, 2019;

July 1, 2019 – June 30, 2020; and

July 1, 2020 – June 30, 2021.

The cost proposal should include the following costs of Proposer, and the method in which these costs will be charged (if in addition to the hourly rate):

- Travel (includes in-county and out-of-county travel),
- Training,
- Insurance: These costs must reflect coverage levels as outlined in *Attachment 1, Proposed Agreement, Paragraph 10.*
- Overhead (includes rent, utilities, supplies, etc.)
- Other unique costs as determined by Proposer.

ADDITIONAL REQUIREMENTS

Proposers should provide at least three current professional references. The HHSA may check references provided by the Proposer. Proposer may identify businesses or entities for which they have provided similar services; if such organizations are identified, proposer must state that he or she agrees that the HHSA may contact them. Information for references must include the following:

- Organization name; and
- Contact person name, address, and telephone number.

EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals will be evaluated by an evaluation team to determine the Proposer's demonstrated ability to provide quality services. Proposals will be evaluated and ranked by score. The highest scoring participants may be set up for an interview.

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The HHSA will evaluate submitted proposals on a 100-point scale using the criteria set forth in the table below. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for an award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

CRITERION	PROPOSAL REFERENCES	MAXIMUM POINTS
Responsibility and responsiveness	Page 5, Section D	10
Proposal Content Plan to provide comprehensive, high quality and timely telepsychiatric services to the HHSA, taking into consideration the hours, including: <ol style="list-style-type: none"> 1. Description of how services will be provided; 2. Organization and Staffing Plan; 3. Related experience, background and professional qualifications of the personnel who are responsible for providing telepsychiatric services and program administration; 4. Adequate oversight of the quality of services provided by the Proposer and subcontractors, if applicable, under this proposal; and 5. Complete and timely response to follow-up questions from the HHSA regarding the proposal, if applicable. 	Pages 8-9	60
Reasonableness of cost proposal, including: <ol style="list-style-type: none"> 1. Proposed average cost per case; and 2. Proposed efficiencies and economies of scale 	Page 10 Section H	30

INTERVIEWS

The HHSA may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the HHSA’s offices in Willows, California. The HHSA will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The HHSA will notify eligible Proposers regarding interview arrangements.

RIGHTS

The HHSA reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the HHSA or Glenn County responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the HHSA for official files and will become a public record.

RETENTION OF RESPONSES/PUBLIC RECORDS

All correspondence with the HHSA, including material submitted in response to this RFP shall become the property of Glenn County, may be reviewed and evaluated as part of this RFP process by any persons at the discretion of HHSA, and will become public records under the California Public Records Act (CA Government Code §6250, et seq.). As such, all documents that the proposer sends to HHSA will be subject to being publicly disclosed if requested by a member of the public. The Public Records Act provides for several limited and narrow exceptions to this disclosure requirement. The HHSA will not disclose any part of any proposal before announcing a recommendation for award. After the announcement of a recommended award, all proposal received in response to this RFP will be subject to public disclosure. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals. If the proposer believes that there are portions of the proposals exempt from disclosure under the Public Records Act, the proposer must mark said portion as such and state the specific provision under the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Any response which contains language purporting to render all or significant portions of the response as “confidential” or “trade secret” or “proprietary,” or fails to adequately state an exemption under the Public Records Act will be considered a public record in its entirety and may be disclosed. While the Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the HHSA may not be in a position to establish that the information submitted by a responder is a trade secret. If a request is made for information marked “confidential,” “trade secret,” or “proprietary,” the HHSA will provide proposers with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The HHSA, however, shall not in any way be liable or responsible in connection with the HHSA’s disclosure of any response or any part thereof, if disclosure is required by the California Public records Act or pursuant to law or legal process.

ATTACHMENT 1 - PROPOSED AGREEMENT

**AGREEMENT BETWEEN THE COUNTY OF GLENN, THROUGH ITS HEALTH AND
HUMAN SERVICES AGENCY, AND
CONTRACTOR NAME HERE
FISCAL YEARS 2018-2021**

This agreement is entered into by and between the County of Glenn, Health and Human Services Agency, ("County"), and CONTRACTOR NAME, ("Contractor"), for the purpose of providing telepsychiatric services.

1. RESPONSIBILITIES OF CONTRACTOR

The County desires to expand and improve access to mental health services for clients of County, as well as to address identified psychiatric needs and improve the mental health of those individuals via teleconferencing. County desires to contract for 10-40 hours per week of telepsychiatry services.

During the term of this agreement, Contractor shall:

1. Provide direct professional behavioral health services to County clients by means of video-conferencing,
2. Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.
3. Provider shall be certified by the American Board of Psychiatry.
4. Provider shall have and maintain a valid unrestricted Federal D.E.A. Controlled Substances Certificate.
5. Provider shall not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited

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to, Medicare, Medicaid, Champus, Federal Employees Health Benefits Program and similar programs.

6. Adhere to the confidentiality of patient records and sign attached Business Associates Agreement.
7. Provider shall cooperate with County to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.
8. County has the option of requesting Provider to annually conduct one site visit for the purpose of providing direct patient care services, and/or consulting of training qualified health care professions, as mutually agreed upon by the parties.
9. Provide both concurrent and retrospective Utilization Review assistance for in-patient hospital stays, and support the County Utilization Review team with denial of claims that do not meet medical necessity.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this agreement:

1. County shall cooperate with Contractor to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.
2. At its sole cost and expense, provide space and equipment for delivery of services.
3. All equipment furnished by County under this contract shall remain the property of County and shall be used only for the purpose specified under this contract.
4. County shall obtain the verbal and written informed consent of the patient or patient's legal representative before Service, unless it is an emergency situation and the patient is unable to give informed consent.
5. County shall provide Contractor with the Patient's records, referral form, psychological assessment, progress notes, and patient plan of care.

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6. County shall pay Contractor upon receipt and approval of the invoice(s).
7. County shall maintain, with respect to each patient, a single standard medical record in such form, containing such information and preserved for such time periods as are required by state and federal law. All records maintained by the County shall be the property of the County.

1. **SERVICES:**

- A. Contractor shall provide Full Scope Medi-Cal or Specialty Mental Health Services as authorized according to the process and procedures as specified by the County.
- B. Contractor may not subcontract services specified in this contract.
- C. All planned services to Beneficiaries must be authorized in advance by the County.
- D. Contractor shall provide such services as are within the scope of Contractor's licensure by the State of California.
- E. Contractor shall provide service without discrimination to Beneficiaries and at the same level of services provided to other persons served by the Contractor.
- F. Beneficiaries are to be served no less than the hours of operation offered to persons with commercial/private insurance.
- G. Under the terms of this Agreement County assumes no obligation to refer Beneficiaries to the Contractor.
- H. Contractor agrees to comply with all requirements contained in the Medi-Cal Provider Manual, attached hereto as Exhibit A, incorporated and made a part hereof.
- I. The Contractor shall make all medically necessary covered Specialty Mental Health Services available in accordance with Cal. Code Regs. tit. 9, §§ 1810.345 and 1810.405, and 42 Code of Federal Regulations (C.F.R.) § 438.210 and shall ensure:

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- 1) The availability of services or ability to refer to services to address beneficiaries' emergency psychiatric conditions 24-hours a day, 7 days a week.
 - 2) The availability of services or ability to refer to services to address beneficiaries' urgent conditions as defined in Cal. Code Regs. tit. 9, § 1810.253, 24 hours a day, and 7 days a week.
 - 3) Timely access to routine services determined by the Contractor to be required to meet beneficiaries' needs.
- J. The Contractor shall provide second opinions in accordance with Cal. Code Regs. tit. 9, § 1810.405(e).
- K. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall comply with the requirements set forth in Cal. Code Regs., tit. 9, §1810.405, including the following:
- 1) Meet and require its providers to meet California Department of Health Care Services standards for timely access to care and services, taking into account the urgency of need for services.
 - 2) Have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-MediCal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.
 - 3) Take corrective action if there is a failure to comply with timely access requirements.
- L. The Contractor shall provide out-of-plan services in accordance with Cal. Code Regs. tit. 9, §§ 1830.220 and 1810.365. The timeliness standards specified in Cal. Code Regs., tit. 9, § 1810.405 apply to out-of-plan services, as well as in-plan services.

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- M. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with Cal. Code Regs. tit. 9, § 1830.225 and 42 C.F.R. § 438.6(m).
- N. In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor shall not exclude a beneficiary solely on the grounds that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association.
- O. Contractor agrees to comply with County's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on services provided under this contract.
- P. Contractor agrees that County is responsible for monitoring the performance of Contractor, and Contractor agrees to provide a corrective action plan if deficiencies are identified.
- Q. Contractor agrees to comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions.
- R. Contractor agrees that:
 - 1) The State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Contractor, that pertain to any aspect of services and activities performed, or in the determination of amounts payable under the County's Contract with the State.
 - 2) The Contractor will make available, for purposes of an audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid enrollees.
 - 3) The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

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- 4) If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time.

3. COMPENSATION

The total amount of this agreement shall not exceed; \$ (written out and \$xxxxx) during the fiscal year July 1, 2018, through June 30, 2019; \$ written out \$xxxxx) during the fiscal year July 1, 2019, through June 30, 2020;and \$ written out \$xxxxx) during the fiscal year July 1, 2020, through June 30, 2021. Contractor agrees to provide the above services at the rate of \$____ per hour. Pursuant to Title 04.02.05B of the Glenn County Administrative Manual, the Glenn County Health and Human Services Agency Director certifies that adequate unexpended funds are available in the department budget.

4. BILLING AND PAYMENT

Contractor shall submit an itemized invoice to the Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988, Attention: Fiscal, within 15 days after completion of the services described in Paragraph 1. The final invoice must be received no later than July 10, 2021.

If services are recouped or overpayments are determined as part of internal, or external, reviewing or auditing, contractor is required to reimburse the county for the cost of the service.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2018, and shall terminate on June 30, 2021.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner his obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall

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have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. NON-ASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal

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Government, which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation.

Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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- d. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. (If applicable).

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

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2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with original Certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other **special circumstances**.

11. INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify Glenn County and its officers, officials, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

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Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's independent contractor status that would establish a liability for failure to make social security or income tax withholding.

12. INDEPENDENT CONTRACTOR CLAUSE

It is specifically and expressly understood between the parties that this agreement creates no relationship of employer/employee between the parties and that Contractor is, and shall remain throughout the term of this agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent or principal of county while this agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this agreement.

Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by County resulting from Contractor's failure to comply with these provisions.

13. NON-DISCRIMINATION

During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and

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subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall comply with Executive order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60). The Contractor agrees to comply with the requirements as listed in the Vendor Assurance of Compliance form Attachment A.

14. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the **following addresses:**

If to County: Administration

Glenn County Health and Human Services Agency
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

If to Contractor: Name, telephone and address.

Notice shall be deemed to be effective two days after mailing.

15. AVAILABILITY OF FUNDS

All funding under the Contract is subject to the availability of state or federal funds.

16. RIGHT TO MONITOR AND AUDIT

County shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Contractor and sub-contractors are required to provide a copy of a certificate of liability insurance to County prior to commencement of services and may be required to provide a business license. Contractor certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov), formerly known as Excluded Parties Listing Service (EPLS).

17. RESPONSIBILITY FOR AUDIT EXCEPTIONS

Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) by appropriate State or County audit agencies occurring during the performance of this agreement. Contractor also agrees to pay to County the full amount of County's liability to the appropriate entity resulting from said audit exceptions that result from a breach of contract.

18. CONFIDENTIALITY AND INFORMATION SECURITY

By signing this Agreement, Contractor is certifying they are a covered entity under Health Insurance Portability and Accountability Act (HIPAA). As a covered entity performing joint operation of a government function, Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164)

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regarding the confidentiality and security of individually identifiable health information (IIHI). By Contractor certifying they are a covered entity under HIPAA, a Business Associates Agreement is not required by County.

19. RECORDS RETENTION

A. Contractor shall maintain clinical records as required by County. Records shall be legible and kept in detail consistent with appropriate medical and professional practice in order to permit effective professional review or audit by County and other State or Federal agencies as required by law. Contractor must maintain clinical records for ten (10) years from the date of last service to Beneficiary, except that records of unemancipated minors shall be kept not less than ten (10) years after the minor has reached the age of eighteen (18) years.

County shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

B. Contractor shall make financial books and records pertaining to the provision of service under the terms of this Agreement available for inspection, examination and audit by County, and/or Auditor General (Government code Section 8546.7), at reasonable times at the Contractor's place of business or other mutually agreed upon location in California. All financial records shall be maintained for at least ten (10) years following the close of County's fiscal year during which Agreement is in effect, or until all State audits are complete, whichever is later.

20. SPECIAL CONDITIONS:

- a. Contractor shall comply specifically with Division 5 of the Welfare and Institutions Code, Title 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- b. Contractor shall adhere to all statutes and regulations governing the confidentiality of records.

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- c. Contractor shall maintain all patient records in compliance with all appropriate Federal, State and local requirements.
- d. Contractor shall comply with all Patients' Rights statutes and regulations.
- e. Contractor shall insure that all patient admissions and length of stay requests comply with utilization review regulations.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

NAME HERE/CONTRACTOR:

Signature

Date

COUNTY OF GLENN, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY
APPROVED AS TO CONTENT AND FUND AVAILABILITY:

Christine Zoppi, Director

Date

AS TO FORM:

Alicia Ekland, County Counsel
County of Glenn, California

- Approved by Deputy Director Admin _____
- Approved by Deputy Director of Behavioral Health _____
- Approved by Fiscal Manager _____
- Approved by Program Manager _____

GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

[This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client's Protected Health Information could at some point be used or disclosed to the contractor.]

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract").

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

1. **Compliance:** Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 "HITECH").
2. **Independent Contractor:** It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Contractor agrees that he is not,

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and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect.

3. **Permitted Uses and Disclosures:** Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate's obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.
5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.
6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.
7. **Business Associate's Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.
9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business

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Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.

10. Accounting Rights: Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.
 - a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and (2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.
 - b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County's responsibility to prepare and deliver any such accounting requested.
 - c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual's authorization, or a copy of the written request for disclosure.
11. Government Access: Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of determining compliance with the Privacy Rule. Business Associates shall provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.
12. Minimum Necessary: Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
13. Breach Pattern or Practice by Covered Entity: Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or

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Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

14. Notification of Breach: During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice shall include, to the extent possible, the identification of each individual whose PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.
15. Mitigation: Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

TERMINATION

16. Material Breach: A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.
17. Judicial or Administrative Proceedings: The County may terminate the Contract, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceedings in which the party has been joined.
18. Termination for Convenience: County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.
19. Effect of Termination: Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.
 - a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI.
 - b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

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AMENDMENT

20. Amendment to Comply with Law: The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

County:
Glenn County
Health and Human Services Agency

Business Associate:

Signature: _____
Print Name: Christine Zoppi, Director
Date: _____

Signature: _____
Print Name:
Date: _____

The wording of this attachment,
unless modified, is approved by
Jennifer Peters
HIPAA Privacy and Security Officer
Glenn County