

GLENN COUNTY HEALTH AND HUMAN SERVICES AGENCY

REQUEST FOR PROPOSAL
GLENN COUNTY BEHAVIORAL HEALTH DIVISION,
FOR PSYCHIATRIC SERVICES

Request for Proposal No. 2019-02



Proposals must be received no later than 3:00 P.M. September 27, 2019

County of Glenn
Health and Human Services Agency
Kendall Wilson, Administrative Services Analyst
420 East Laurel Street
Willows, CA 95988
530-934-1490

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**GLENN COUNTY BEHAVIORAL HEALTH DIVISION,
FOR PSYCHIATRIC SERVICES
RFP NUMBER 2019-02**

1. PURPOSE

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

2. BACKGROUND INFORMATION

Glenn County Health and Human Services is looking for a Psychiatrist/Psychiatry provider to provide a range of services including psychiatric evaluations, consultation, patient education, and medication management services at the Behavioral Health Clinics in Willows, California, and Orland, California. In order to better serve its clients, Glenn County Health and Human Services Agency (HHS) desires to contract up to 8 hours per week of psychiatry services, with a potential to increase hours as program need requires.

3. DESCRIPTION OF SERVICES

The services are expected to be performed by the selected service provider in-person on location in Glenn County 1-2 days per week, during the period of December 1, 2019, through June 30, 2022. The Scope of Services to be performed for the HHS shall be included within the Attachment 1 – Proposed Agreement under Exhibit A, Scope of Work and will be based on the services listed below and may include services as proposed by the awarded bidder.

The services provided by the vendor should include the following requirements:

1. Provide direct professional behavioral health services to County clients.
2. Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California, or be under the direct

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supervision of a provider possessing such a license with the ability to prescribe medications, and shall specialize in psychiatry.

3. Provider shall be certified by the American Board of Psychiatry, or under the direct supervision of a provider with this certification.
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 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 Psychiatric Services pursuant to this Agreement.
8. 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.

4. 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 September 6, 2019, 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 September 13, 2019, on the County of Glenn website. Questions should be addressed to:

County of Glenn
Health and Human Services Agency
Kendall Wilson, Administrative Services Analyst
420 East Laurel Street
Willows, CA 95988
or emailed to: admin@countyofglenn.net

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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., September 27, 2019. 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
Kendall Wilson, Administrative Services Analyst
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 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 workload 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.

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.

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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 December 1, 2019, 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.

Protests shall be in writing and shall be addressed to:

County of Glenn
Health and Human Services Agency
Kendall Wilson, Administrative Services Analyst
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.

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5. 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	August 26, 2019
Deadline for RFP questions	September 6, 2019
Questions and answers posted	September 13, 2019
Deadline for proposal submission	September 27, 2019
Potential interview dates (tentative)	October 1-4, 2019
Notice of intent to award	October 11, 2019
Protest period	October 21, 2019
HHSA response to protest	October 25, 2019
Contract Start Date	December 1, 2019
Contract End Date	June 30, 2022

6. 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.

7. 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:

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- 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.

8. DESCRIPTION OF SERVICES TO BE PROVIDED:

- A. Services:** Provide a general description of the services to be provided to meet the "Scope of Work", as described in Attachment 1, Exhibit A. The proposal must also address how services will be provided to clients who use English as their second language.

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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 8 hours per week of psychiatry services.

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

December 1, 2019 – June 30, 2020;

July 1, 2020 – June 30, 2021; and

July 1, 2021 – June 30, 2022.

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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 12.*
- Overhead (includes rent, utilities, supplies, etc.)
- Other unique costs as determined by Proposer.

9. 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.

10. 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.

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:

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CRITERION	PROPOSAL REFERENCES	MAXIMUM POINTS
Responsibility and responsiveness	Page 6, Section D	10
<p>Proposal Content</p> <p>Plan to provide comprehensive, high quality and timely psychiatric services to the HHSA, taking into consideration the hours, including:</p> <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 psychiatric 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
<p>Reasonableness of cost proposal, including:</p> <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

11. 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 or Orland, 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.

12. 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.

13. 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.

**AGREEMENT BETWEEN COUNTY OF GLENN THROUGH ITS HEALTH AND
HUMAN SERVICES AGENCY AND CONSULTANT
FISCAL YEARS 2019-2022**

This Independent Contractor Agreement (“Agreement”) is made and entered into this **date** day of **month**, 2019, by and between Glenn County, a political subdivision of the State of California (“County”), and name of consultant (“Consultant”).

RECITALS:

- A. County has determined that it is desirable to retain Consultant to provide **psychiatric services**; and
- B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Work

Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit “A” which is attached hereto (attach Scope of Work as Exhibit A) and incorporated herein by this reference which shall include provide brief scope of work description (“Services”). .

2. Term.

Services under this Agreement shall commence on **date**, and shall continue until **date**, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Consultant for the professional services described in Exhibit “A” shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit “B” which is attached hereto (**attach Fee Schedule as Exhibit B**) and incorporated herein by this reference.

B. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County’s Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed dollar amount in words dollars (\$XXXXX.XX).** The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County's request if litigation is brought against County in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant's hourly rate as provided in Exhibit "B".

4. Invoice and Payments.

Consultant shall submit invoices for services rendered during the preceding month. The final invoice of each fiscal year is due by June 10th. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice.

Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

Department Contract Administrator

Address

Willows, California 95988

Telephone:

Invoice may be submitted by email to:

gchsaaccountspayable@countyofglenn.net

If to Consultant:

Consultant Name

Address

City, State Zip

Telephone:

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

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Consultant's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Consultant.

It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment.

Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product.

All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by

the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

11. Insurance.

A. Insurance Requirements.

Without limiting Consultant's indemnification of the County, Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Consultant, Consultant's agents, representatives, employees, and sub-consultants. At the very least, Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Consultant shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Consultant agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Consultant shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per

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occurrence limit. The Consultant or Consultant's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Consultant to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Consultant shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Consultant and Consultant's employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing. Consultant certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov).

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant's performance.

14. Audit.

The following audit requirements apply from the effective date of this Agreement until ten (10) years after County's final payment, or until all audits are complete, whichever is later:

A. Consultant shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant's records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

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B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

C. Consultant 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. Consultant 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 by the Consultant.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data.

Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices.

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination.

Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or any authorized deputy, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

18. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. Compliance With Law.

Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages.

To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict With Laws or Regulations/Severability.

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments.

Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement.

This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction.

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

28. Confidentiality/Privacy.

Personally Identifiable Information (“PII”) is defined as an individual’s first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother’s maiden name, criminal, medical and financial records, educational transcripts, etc.

To the extent that the work under this Agreement requires the Consultant to have access to PII, the Consultant shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Consultant agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If and when Consultant becomes aware of, or should reasonably have been aware of a breach of PII, Consultant shall notify County within two (2) business days.

29. Non-Exclusive Agreement.

Consultant 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

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or similar services to those provided by Consultant, or to perform such services with County's own forces.

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

CONSULTANT

By: _____
Representative _____
Date

COUNTY OF GLENN

By: _____
Scott H. De Moss, County Administrative Officer
Glenn County, California _____
Date

By: _____
Christine Zoppi, Director
Health and Human Services Agency _____
Date

APPROVED AS TO FORM:

By: _____
William J. Vanasek
County Counsel, Glenn County

HEALTH AND HUMAN SERVICES AGENCY:

- Approved by Deputy Director of Administration _____
- Approved by Director of Behavioral Health _____
- Approved by Fiscal Manager _____

Exhibits:

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Code of Conduct
- Exhibit D – Business Associates Agreement

EXHIBIT A
SCOPE OF SERVICES

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. County desires to contract for up to 8 hours per week of psychiatry services, with a potential to increase hours if program needs increased.

The services provided by the vendor should include the following requirements:

1. Provide direct professional behavioral health services to County clients.
2. Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California, or be under the direct supervision of a provider possessing such a license with the ability to prescribe medications, and shall specialize in psychiatry.
3. Provider shall be certified by the American Board of Psychiatry, or under the direct supervision of a provider with this certification.
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 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 Psychiatric Services pursuant to this Agreement.
8. 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.

During the term of this agreement, Consultant shall:

- 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.

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- 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:
 - 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

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Cal. Code Regs., tit. 9, § 1810.405 apply to out-of-plan services, as well as in-plan services.

- 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.
 - 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.

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EXHIBIT B

SCHEDULE OF FEES

Contract will not exceed **\$XXX,XXX.XX** per fiscal year.

EXHIBIT C
CODE OF CONDUCT

Glenn County Health and Human Services Agency staff, contractors and agents are committed to delivering all services in a partnership with the clients we serve and our community. We provide all services with respect and dignity, providing excellence in all we do and integrity in how we do it. To better meet our goals, we;

- Treat all patients, constituents and clients with dignity, respect and courtesy. Providing appropriate care and services and, whenever possible, individualize that service to address patient, constituent, client and community needs.
- Provide all services in accordance with applicable federal, state and county laws and regulations.
- Provide patients and clients with the information they need to make fully informed decisions about their care and services. Patients and clients have a right to receive information about our department's services, policies and procedures and fees we charge.
- Maintain a working environment free from all forms of harassment or intimidation, sexual or otherwise, showing respect and consideration for each other. Discriminatory treatment, abuse, violence or intimidation is not acceptable.
- Comply with applicable laws, rules, regulations, standards, and other requirements as directed by federal, state and county governments. We comply with requirements of federal healthcare program statutes, regulations and guidelines striving to exercise sound judgment in the performance of our duties.
- Take reasonable precaution to ensure that billing and/or coding of claims are prepared and submitted accurately, timely, and are consistent with federal, state and county laws and regulations, including the Federal False Claims Act and the California False Claims Act, utilizing the policies and procedures of Glenn County and our department. This includes federal healthcare program regulations and procedures as well as standards required by the State of California.
- If errors or problems in claims or billings are discovered, we act promptly to investigate and correct them.
- Avoid commitments that interfere with our ability to properly perform duties for our department or any activity that conflicts with the known interest of the County of Glenn, our department, its patients, clients or constituents.
- Do not use Glenn County time, facilities, equipment, badge or uniform for private gain or advantage, or the private gain or advantage of another.

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- Do not accept any form of compensation for use of our time, knowledge or position in purchasing products or services or recommending they be purchased by others.
- Will not solicit, advertise, or engage in personal practices with clients, their families, vendors, or other parties using our employment, work station, or official capacity.
- Seek positive and cooperative relationships within Glenn County, our department, as well as with other government programs, vendors, contractors, community groups and industry to enhance services and resources available to the public.
- Ensure that all records in any medium are maintained in accordance with guidelines established by the Glenn County Board of Supervisors and applicable government and civil codes, in an accurate and confidential manner in order to protect privacy and provide factual information.
- All department staff, contractors and agents are expected to comply with this code of Conduct, the Rules and Regulations governing employment with Glenn County and our departmental policies and procedures, and contractual obligations, as well as all laws and regulations. This includes statutes, regulations and guidelines applicable to state, county and federal healthcare programs, knowing that failure to comply with the above may potentially subject an employee to civil and criminal liability, sanctions, penalties or disciplinary action.
- Are obligated to report a violation of the Code of Conduct, county rules and regulations, departmental policies and procedures or other state or federal laws and regulations.
- Investigation of Suspected Non-Compliance

The Compliance Officer in consultation with County Counsel shall investigate every credible allegation, inquiry, complaint, or other evidence of non-compliant conduct. If the Compliance Officer's investigation results in sufficient evidence of non-compliant conduct, the Compliance Officer will prepare a written report of findings that will be forwarded to the Compliance Committee for appropriate action. Corrective action can include, but is not limited to:

- Disciplinary action
- Termination of contract
- Suspension of billing
- Modification of the coding and billing system where necessary
- Adjustment of policies and procedures
- Engaging in steps necessary to reduce the error rate
- Training
- Increasing auditing and/or monitoring activity

EXHIBIT D

GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Agreement (“Agreement”).

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 Provider is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Provider agrees that he is not, 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

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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 Associate, or its agents or subcontractors, Business Associate must, within five (5) days of

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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

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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 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

1. **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.
2. **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.
3. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.

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4. **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.

AMENDMENT

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 OF GLENN

BUSINESS ASSOCIATE

By: _____
Christine Zoppi, Director
Health and Human Services Agency

By: _____
Representative
Consultant

The wording of this attachment, unless modified, is approved by Tami Hanni, HIPAA Privacy and Security Officer
Glenn County - Revision #4, December 17, 2009