REQUEST FOR PROPOSALS
FOR
HIPAA/HITECH Act Privacy and Security Gap Analysis

Shasta County Health and Human Services Agency
Business and Support Services
1810 Market Street
Redding, CA 96001

Timeline
Release of the RFP: March 8, 2013
Responder’s Conference: March 25, 2013
RFP Notice of Intent Deadline: March 25, 2013
Deadline for Written Questions: March 26, 2013
County issues Written Responses to Written Questions: March 27, 2013
RFP Submission Deadline: April 8, 2013
Tentative start date for contract: May 16, 2013

The above dates are subject to change as deemed necessary by the County.
I. INTRODUCTION

The County of Shasta ("County"), Health and Human Services Agency ("HHSA"), invites responses to a Request for Proposal ("RFP") to provide a Health Insurance and Portability Accountability Act of 1996 (HIPAA)/Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) Privacy and Security Gap Analysis.

A. DEFINITIONS

For the purposes of this RFP process, the following definitions apply:

- **Agency** means the County of Shasta, through its Health and Human Services Agency.
- **Analysis** means the HIPAA/HITECH Act Privacy and Security Gap Analysis requested through this RFP.
- **Branches** mean the Adult Services, Business and Support Services, Children’s Services, Public Health, and Regional Services branches of the Agency.
- **Compliance** means meeting the requirements of the HIPAA Privacy and Security Rules.
- **Contract** means a written agreement between the County and Responder selected to provide a HIPAA/HITECH Privacy and Security Gap Analysis.
- **Consultant** means the successful Responder selected to provide a HIPAA/HITECH Privacy and Security Gap Analysis under contract to the County.
- **ePHI** means electronic Protected Health Information.
- **Gap Analysis** means an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by a covered entity. For the purposes of this RFP, gap analysis will also include a written report of analysis findings with short term and long term remediation necessary to ensure HIPAA Privacy and Security compliance, preparation of HIPAA Privacy and Security policies and procedures, assistance in identifying covered components for an appropriate hybrid entity designation, and review of existing HIPAA Privacy and Security mandated online training programs and, if necessary, development of enhancements to training programs.
- **HIPAA** means the Health Insurance Portability and Accountability Act of 1996.
- **HIPAA Privacy Rule** means the provisions regarding the privacy of individually identifiable health information located in 45 CFR Part 160 and Subparts A and E of Part 164 as well as any amendments.
- **HIPAA Security Rule** means the provisions regarding security standards for the protection of electronic protected health information located in 45 CFR Part 160 and Subparts A and C of Part 164 as well as any amendments.
- **HITECH Act** means the Health Information Technology for Economic and Clinical Health Act of 2009 as well as any amendments.
- **PHI** means Protected Health Information.
- **Proposal** means a formal, written response to this RFP submitted by a Responder.
- **Request for Proposal ("RFP")** means all documents, including those attached or incorporated by reference, used for soliciting proposals to provide a HIPAA/HITECH Privacy and Security Gap Analysis.
- **Responder** means any person or organization who submits a Proposal in response to this RFP.

**B. RESPONDERS CONFERENCE (VOLUNTARY)**

1. Those intending to submit a Proposal are encouraged to participate in a voluntary Proposal Conference. The Proposal Conference for this RFP will be held **March 25, 2013 at 1:30 p.m. PST** at 1810 Market Street, Redding, CA 96001. To attend via conference call, request telephone number for dial-in from the County Contact, listed in paragraph D of this Section.

2. Responders intending to attend the Proposal Conference are requested to **R.S.V.P.** by **March 21, 2013 at 4:00 p.m. PST** to the County Contact, listed in paragraph D of this Section.

**C. NOTICE OF INTENT (MANDATORY)**

Those intending to submit a Proposal must notify by email the County Contact, listed in paragraph D of this Section by **March 25, 2013 at 4:00 p.m. PST**, of their intent to submit a Proposal. The Notice of Intent does not compel submission of a Proposal. However, only those Responders who submit a timely Notice of Intent will have their Proposal considered. If the Responder has not received confirmation within 24-hours of submission of their Notice of Intent, it is the responsibility of the Responder to verify receipt of the Notice of Intent with the County Contact.

**D. CORRESPONDENCE**

All correspondence, including Proposals, shall be submitted to:

Shasta County Health and Human Services Agency  
Attn: Patricia Pratt, Contracts Unit  
1810 Market Street  
Redding, CA 96001  
Phone: (530) 245-6911  
Fax: (530) 225-5555  
E-Mail: ppratt@co.shasta.ca.us

All inquiries are public information. Responders may contact only the individual identified above on any matter related to this RFP. Failure to comply may result in a Responder being barred from consideration under this RFP.

Questions regarding this RFP will only be received in written format and Responders may submit written questions to the County Contact listed in Paragraph D of this section, no later than **March 26, 2013 at 4:00 p.m. PST**.

County’s written responses to timely questions will be sent to all Responders who/that submitted a Notice of Intent and will be posted on the County website at: [http://www.shastahhsa.net](http://www.shastahhsa.net) no later than **March 27, 2013 at 4:00 p.m. PST**.

**E. PROPOSAL SUBMISSION DEADLINE**

All Proposals must be received, at the address listed in Paragraph D of this Section I, no later than **4:00 p.m. PST on April 8, 2013**. Facsimile or electronically transmitted Proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late Proposals will not be considered.
II. PROPOSAL REQUIREMENTS

A. BACKGROUND

In 1996, the United States Congress passed the Health Insurance Portability and Accountability Act (HIPAA), one of the purposes of which was to simplify and standardize the administrative functions of healthcare. The Administrative Simplification provisions (Title II) of this law require an adaptation and implementation of standards for the privacy, security and arrangement of electronic healthcare transactions. The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) of the American Recovery and Reinvestment Act of 2009 (ARRA) contains provisions that significantly affected the HIPAA Privacy and Security Rules. The HIPAA Privacy Rule and the HIPAA Security Rule (collectively, the “HIPAA Rules”) were issued by the United States Department of Health and Human Services in 2002 and 2003, respectively.

B. PURPOSE

In order to ensure compliance with the HIPAA Rules, the County of Shasta, through its Health and Human Services Agency (“HHSA” or the “Agency”) is requesting proposals for a Consultant to perform a HIPAA/HITECH Privacy and Security Gap Analysis (“Analysis”) for all HHSA Branches/programs. The purpose of this RFP is to select a qualified Consultant to perform the gap assessment for all HHSA Branches/programs, identify problem areas and make specific recommendations for remediation to ensure HIPAA/HITECH Privacy and Security compliance.

C. SUMMARY OF SCOPE OF WORK

The scope of work shall consist of visiting different HHSA Branches/programs to perform the assessment. A written summary of all problem areas shall include specific remediation recommendations for HIPAA/HITECH Privacy and Security compliance. Additional deliverables, at HHSA’s direction, may include the drafting of Agency-wide HIPAA/HITECH Privacy and/or Security policies and procedures, the development of a HIPAA/HITECH Privacy and/or Security training program, as well as assistance indentifying covered components for an appropriate hybrid entity designation. The Consultant shall have the staff and resources to implement and complete the requirements of this RFP for the audit including the written summary within one hundred twenty (120) days after contract signing. The timeframes for the additional deliverables may be negotiated.

III. PROPOSAL SUBMISSION

A. GENERAL

1. Proposal Submission - To be considered, all Proposals must be submitted in the manner set forth in this RFP. It is the Responder’s responsibility to ensure that its Proposal arrives on or before the specified time.

2. All interested and qualified Responders are invited to submit a Proposal for consideration. A Responder may submit more than one Proposal. Submission of a Proposal indicates that the Responder has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.

3. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be complete in all respects as required in this Section. A Proposal may not be considered if it is conditional or incomplete.

5. Proposals must be received at the designated location, specified in Paragraph D of Section I, Correspondence, no later than the date and time specified in Paragraph E of Section I, Proposal Submission Deadline.

6. All Proposals and materials submitted become the property of the County.

B. PROPOSAL PRESENTATION

One unbound original of each Proposal is required. Additionally, each Proposal must be submitted in a separate sealed envelope, plainly marked “Response to RFP for HIPAA/HITECH Act Privacy and Security Gap Analysis”. Failure to submit the Proposal as requested may result in rejection of the Proposal. No facsimiles or emails will be accepted.

C. PROPOSAL FORMAT

Each Proposal must be submitted as a single document on standard 8 ½ x 11 paper (paper up to 11 x 17 is permissible for charts, spreadsheets, etc.) in the following format and must contain, as a minimum, all listed items in the sequence indicated.

1. Letter of Transmittal, which MUST:
   a. Identify the submitting organization;
   b. Identify the name(s) and title(s) of the person authorized by the organization to contractually obligate the organization;
   c. Identify the name, title, telephone number and email address of the person authorized to negotiate the contract on behalf of the organization;
   d. Identify the names, titles and telephone numbers of persons to be contacted for clarification;
   e. Explicitly indicate acceptance of the evaluation method in this RFP;
   f. Certify that all statements in the Proposal are true and acknowledge that if the Proposal contains any false statements, the County may declare the Contract made as a result of the Proposal to be void.
   g. Acknowledge receipt of any and all amendments to this RFP; and
   h. Be signed by a person authorized to contractually obligate the organization.

2. Table of Contents

3. Proposal Summary (optional)

4. Response to Specifications/Mandatory Requirements

5. Statement of Experience, Attachment A, which may be requested from the County in electronic format

6. Copies of insurance policies, binders, or certificates evidencing the following insurance coverage:
   a. Comprehensive general liability (including auto and non-owned auto, bodily injury and property damage): $1,000,000 combined single limit; and
   b. Workers’ Compensation: Statutory levels.
IV. SPECIFICATIONS

A. CORPORATE EXPERIENCE

1. The Responder must submit documentation of at least five (5) years experience in conducting HIPAA Privacy and Security Gap Analyses. This documentation must include training and certifications concerning HIPAA compliance and may include other related security or privacy compliance experience.

2. The documentation must thoroughly describe how the Responder has supplied expertise for similar contracts and work related to HIPAA Privacy and Security compliance and the performance of HIPAA Privacy and Security Gap Analyses for at least three (3) entities within the past two (2) years. The Responder must provide Agency with reference names and contact numbers for these entities to include:
   a. Name of individual or company services were provided for;
   b. Address of individual or company;
   c. Name of contact person;
   d. Telephone number of contact person;
   e. Type of services provided and dates services were provided; and
   f. E-mail address of contact person (if available).

B. PROPOSED STAFF EXPERIENCE

Responders must submit resumes of all proposed professional staff members who will be performing services under the Contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this Contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as any certifications or other professional credential that clearly shows proposed staff member’s expertise.

Provide explanation of how many and what type of full and part time staff will be assigned (including types of staff such as Certified Information Systems Security Professional (CISSP), legal, technical, administrative, etc.) to this project and justify this allocation of staff time.

C. PROPOSED STAFF REFERENCES

One external client reference for each proposed staff member must be provided. The minimum information that must be provided about each reference is:

1. Name of individual or company services were provided for;
2. Address of individual or company;
3. Name of contact person;
4. Telephone number of contact person;
5. Type of services provided and dates services were provided; and
6. E-mail address of contact person (if available).

D. HIPAA GAP ANALYSIS

1. The Responder shall have sufficient resources and staff to start the Analysis within fifteen (15) calendar days of contract award and be able to complete the Analysis process within one hundred twenty (120) calendar days from start date of Analysis.
2. The Responder shall conduct a thorough Analysis in the following HHSA Branches/programs: Adult Services Mental Health, Children’s Services Mental Health, Public Health, Alcohol and Drug Programs, Behavioral Health Team, Women, Infants and Children Program, and Information Technology department (IT).

3. The Responder shall review a sampling of no more than 25 HHSA contracts and agreements for HIPAA Privacy and Security compliance.

4. The Responder shall provide HHSA with the results of the Analysis to include necessary site-specific remediation recommendations to ensure HIPAA Privacy and Security compliance. The remediation recommendations shall be both short and long-term in order of recommended priorities including suggested timeline to complete each item.

E. COST
The Responder shall provide separate contract cost proposals for each of the following requirements:
1. Conducting the Analysis and submitting the final report detailing short and long-term remediation recommendations;
2. Developing HIPAA Privacy and Security policies and procedures; and
3. Reviewing Agency’s existing online HIPAA and IT Security Training program and proposing any necessary enhancements thereto.

F. BEST AND FINAL OFFER
The Responder may submit a Best and Final Offer.

G. ORAL PRESENTATION
If selected as a Finalist, the Responder shall agree to provide the County the opportunity to interview proposed staff members identified by the Evaluation Committee in the Finalist notification letter at the oral presentation. A statement of concurrence is required.

V. MANDATORY REQUIREMENTS

A. CONDUCT HIPAA PRIVACY AND SECURITY GAP ANALYSIS AND PREPARE A WRITTEN REPORT OF ANALYSIS FINDINGS FOR EACH BRANCH/PROGRAM THAT INCLUDES SPECIFIC SHORT AND LONG-TERM REMEDIATION NECESSARY TO ENSURE HIPAA PRIVACY AND SECURITY COMPLIANCE

The Responder shall:
1. Conduct a thorough Analysis. The Analysis will specifically evaluate the current standing of HHSA business practices in relation to HIPAA Privacy and Security rules. This will include current HHSA operations and policy status as compared to HIPAA Privacy and Security Rule standard, and specific remediation steps to correct potential violations. The Analysis will include all HHSA connected HHSA branches/programs and related administrative policies and procedures, physical plant and office conditions, and information technologies in use by HHSA.
2. Compare HIPAA Privacy and Security regulations with all California state security and confidentiality statutes and identify which state statutes are more restrictive than the federal law.
3. Conduct onsite visits of all involved branches/programs in order to evaluate physical structures to determine if building or space modifications are required to comply with HIPAA Privacy and Security regulations or other state privacy and security statutes.
4. Interview selected management and staff members regarding common privacy and security related practices within branches/programs and between branches/programs to include, but not be limited to, disposal, storage, and encryption practices or procedures.

5. Identify all information systems and communication networks that store, maintain, or transmit ePHI and determine compliance with HIPAA Privacy and Security regulations or other state privacy and security statutes.

6. Evaluate the potential risks (to include the cost of failure related to privacy or security breaches and related public communication costs) associated with how the different branches/programs collect, use, manage, house, disclose and dispose of information and evaluate options or changes to current practices in order to meet HIPAA Privacy and Security regulations or other state privacy and security statutes. Evaluate risks related to management, investigation and remediation of privacy and security breaches.

7. Analyze the current HHSA physical and electronic PHI-handling and monitoring practices against the requirements of HIPAA Privacy and Security regulations and identify gaps between current practices and required practices under HIPAA Privacy and Security regulations.

8. Review HHSA procedures for release, disclosure and recording of health information for compliance with each of the following HIPAA Privacy and Security standards:
   a. 164.308 Administrative Safeguards
   b. 164.310 Physical Safeguards
   c. 164.312 Technical Safeguards
   d. 164.502(b) Standard: Minimum Use and Disclosure of PHI
   e. 164.530(a) Standard: Personnel Designations
   f. 164.530(b) Standard: Training
   g. 164.530(c) Standard: Safeguards
   h. 164.530(d) Standard: Complaints to the Covered Entity
   i. 164.530(e) Standard: Sanctions
   j. 164.530(f) Standard: Mitigation
   k. 164.530(g) Standard: Refraining from Intimidating and Retaliatory Acts
   l. 164.530(h) Standard: Waiver Rights
   m. 164.530(i) Standard: Policies and Procedures
   n. 164.530(j) Standard: Documentation

9. Review the HHSA HIPAA Breach incident reporting and response practices, procedures and policies for sufficiency.


11. Review HHSA HIPAA Privacy and Security training modules currently used by the Agency to determine if there are gaps between training content and HIPAA Privacy and Security standards or state privacy and security statutes. Evaluate training module to determine appropriate changes to improve training efficacy. Identify training requirements for staff, management, and executive levels to include determination if some training should be procured externally.
12. Review HHSA Human Resources policies, procedures and practices for HIPAA Privacy and Security compliance, including the review of all HIPAA-related agreements for new hires (County employees, contracted employees, temporary employees, volunteers, etc.), the sufficiency of the HIPAA Privacy and Security Officers’ job descriptions and job assessments, employee disciplinary process and the protocol for addressing breach-related infractions.

13. Describe in detail a proposed analysis process to be followed for each branch/program including a work plan documenting tasks to be accomplished, timeframes and the responsible party.

14. Commence Analysis within fifteen (15) calendar days of Contract award and complete Analysis within one hundred twenty (120) calendar days of the Contract award. Submit to HHSA a comprehensive report detailing the findings of the Analysis, due within fifteen (15) calendar days (timeframe negotiable) of completing the field analysis.

15. Suggest specific short and long-term projects and remediation for each individual branch/program audited, including a tentative timeframe and budget, for the correction of identified discrepancies in HIPAA Privacy and Security compliance.

16. Provide specific examples of previous engagements or approaches where Responder identified weaknesses leading to breaches of confidentiality and where the Responder evaluated and documented inadequate use of email encryption.

B. PREPARE HIPAA PRIVACY AND SECURITY POLICIES AND PROCEDURES FOR HHSA (TIMEFRAME FOR COMPLETION TO BE NEGOTIATED)

The Responder shall:

1. Provide examples of other engagements in which the Responder has prepared policies and procedures for government and/or other health services related organizations, and hybrid organizations with varied sub-organizations that may have required different sets of approaches, and the outcomes of the efforts.

2. Address how PHI shall be controlled by setting forth what uses and disclosures are authorized or required including what rights patients have with respect to their health information.

3. Be structured to have Agency-wide applicability; provided, however, that branch/program specific policies and procedures shall be developed as deemed necessary.

C. REVIEW EXISTING HIPAA PRIVACY AND SECURITY MANDATED ONLINE TRAINING PROGRAMS FOR ALL HHSA STAFF AND, IF NECESSARY, DEVELOP NECESSARY ENHANCEMENTS (TIMEFRAME FOR COMPLETION TO BE NEGOTIATED)

The Responder shall:

1. Include in the training plan, all federally mandated HIPAA Privacy and Security and state privacy and security requirements, respectively.

2. Include a plan to validate the effectiveness of training programs.

3. List, in order of importance, the topics to be included in the training programs.

4. Describe what Responder considers effective communication and training techniques to maximize the effectiveness of training programs.

5. Describe how the Responder would incorporate branches/program specific information into this training.
VI. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

If only one Responder submits a Notice of Intent, the County may, at its sole discretion, enter into negotiations with the Responder to provide the Services, without requiring the submission of a Proposal.

If only one Responder submits a Proposal, the County may, at its sole discretion, enter into negotiations with that Responder to provide the Services or it may reject that Proposal.

Should more than one Responder submit a Proposal, the following evaluation process will be used to select the Consultant.

B. EVALUATION CRITERIA

1. Initial Review - All Proposals will be initially evaluated to determine if they meet the following minimum requirements:
   a. The Proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
   b. Proposers must meet the requirements as stated in the Minimum Responder Requirements as outlined in Paragraph C of Section V.II.
   c. Failure to fully comply with all the requirements of the RFP and to provide all requested information may result in the Proposal being rejected and given no consideration. The determination of compliance with the terms and conditions of this RFP shall be in County’s sole judgment and its judgment shall be final and conclusive.

2. Evaluation Point Summary - While cost is an important consideration in the evaluation process, selection will be based on the determination of which Proposal best meets the needs of the County and the requirements of this RFP. The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Responder proposals.

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<td><strong>Total Points</strong></td>
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3. Overall, the Agency is interested in responses demonstrating the Responder’s previous experience in performing similarly complex HIPAA Privacy and Security Gap Analyses and its proposed approach to leverage that experience in meeting the Agency’s requirements. Specific and unique corporate experience should be clarified.

4. Proposals will be evaluated on the factors that have been assigned a point value. The Responders with the highest scores will be selected as finalist Responders based upon the proposals submitted. Finalist Responders may be asked to submit revised
proposals for the purpose of obtaining best and final offers. The Responder whose proposal is most advantageous to the Agency, in its sole discretion, taking into consideration the Evaluation Criteria, will be recommended for contract award as specified in Paragraph C of this Section.

C. CONTRACT AWARD

1. The Contract, if awarded, will be awarded to the Responder submitting the Proposal deemed by the County, in its sole discretion, to be experienced and fiscally responsible and whose Proposal is determined to be the most cost effective and advantageous to the County. The Responder submitting the Proposal deemed, by the County, in its sole discretion, to be the most advantageous will be asked to enter into the Contract negotiation stage.

2. County is not required to award the Contract to the Responder that submits the least costly Proposal. Furthermore, County reserves the right to award one or more contracts to one or more Responders as a result of this RFP.

3. If an agreement to enter into a Contract cannot be reached with the selected Responder, then the negotiations with that Responder will be terminated. At the sole discretion of the County, negotiations may then be opened with another Responder and the process repeated, or the County may elect to reject all submitted Proposals and terminate this RFP process. Once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.

4. County may elect at any time to terminate the RFP process, including rejecting all submitted Proposals.

5. A Notice of Award will be mailed to all Responders at the address specified in Attachment A, Statement of Experience, advising if they were selected to enter into Contract negotiations with County and shall be deemed received three business days after mailing.

D. USE AND DISCLOSURE OF PROPOSALS

1. The County reserves the right to retain all Proposals that are submitted and to use any ideas in a Proposal regardless of whether a Proposal results in a Contract.

2. This RFP process shall extend until the date stated on the County’s written Notice of Award or the date stated on the County’s written notice of cancellation of this RFP process that will be issued to all Responders and posted on the County website at http://www.shastahhsa.net.

3. Unless the Responder provides all information required by this RFP process, the Proposal may, at the sole discretion of the County, be rejected and given no consideration. Any Responder attempting to influence this RFP process by interfering or colluding with other Responders or with any County employee may be disqualified.

4. Any Responder submitting a Proposal understands and agrees that submission of his/her/its Proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the terms and conditions contained in this RFP. The determination of the compliance with the terms and conditions of this RFP shall be in the County’s sole judgment and its judgment shall be final and conclusive.
E. PROTESTS

1. The County shall consider any protest or objection regarding the selected Responder pursuant to this RFP, whether submitted before or after receipt of the Notice of Award, provided that it is submitted and received by the Health and Human Services Agency within 10 calendar days of receipt of the Notice of Award.
   a. Any Responder wishing to protest the RFP process must submit a written letter of protest within 10 calendar days of receipt of the Notice of Award by 4:00 p.m. of the final date. Oral protests shall not be accepted.
   b. The written letter of protest must reference the title of this RFP.
   c. All written protests must be submitted to the address specified in Paragraph D of Section I.
   d. Postmarks will not be accepted as meeting the deadline requirement for protest submission.
   e. All protests must be in writing. No facsimile, email, or oral protests shall be accepted.
   f. Protest letters must clearly explain the failure of the County to follow the rules of this RFP.
   g. It is the responsibility of the Responder to ensure delivery of protests in accordance with this Section. Protests submitted later than 10 calendar days after receipt of the Notice of Award by 4:00 p.m. on the final date shall not be accepted or considered.

2. All written protests shall be reviewed by Shasta County Health and Human Services Agency Director, or his or her designee, who at their sole discretion shall make a final finding regarding any protest within 10 business days of receipt of the protest.

3. Written notification of the final finding explaining the basis for the decision shall be mailed to the protesting Responder within 3 business days of the final finding of the protest.

VII. PROCUREMENT CONDITIONS

A. CONTINGENCIES

1. Initiation of this RFP process does not commit the County to finalize a Contract or to pay any costs associated with the preparation of any Proposal, nor to enter into a Contract with the Responder submitting the least costly Proposal.

2. The County reserves the right, in its sole discretion to:
   a. Accept or reject any or all Proposals, or any part thereof;
   b. Reject any Proposal for failure to submit the Proposal in conformity with the requirements, or the terms and conditions, of this RFP;
   c. Waive informalities and irregularities in a Proposal, or to waive any deviations from the requirements or specifications of this RFP that are included in any Proposal, if deemed to be in the best interest of the County;
   d. Negotiate with qualified Responders; or
   e. Cancel in part or in its entirety this RFP process, at any time.
B. MODIFICATIONS

In the event this RFP process is amended, cancelled, or terminated prior to entering into contract with the selected Responder, County’s written notice of amendment, cancellation, or termination of this RFP process will be sent to all Responders who/that submitted a Notice of Intent and posted on the County website at http://www.shastahhsa.net.

C. MINIMUM RESPONDER REQUIREMENTS

Responders must:

1. Have no record of unsatisfactory contract performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement;

2. Have the ability to maintain adequate files and records and meet statistical reporting requirements;

3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail;

4. Be qualified to do business in the State of California at the time of contracting with the County; and

5. Meet other presentation and participation requirements listed in this RFP.

D. INACCURACIES OR MISREPRESENTATIONS

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Responder has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be terminated.

E. INCURRED COSTS

The County shall not be liable for any costs of work performed in the preparation and production of a Proposal, or for any work performed prior to the effective date of a Contract. By submitting a Proposal, the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the terms and conditions of this RFP, or because of any misinformation, or lack of information.

F. PROPOSAL CONFIDENTIALITY

1. All Proposals will become the sole property of the County. At such time as a Responder agrees to enter into a Contract with the County, or the County decides to terminate this RFP process without entering into a Contract, all Proposals and related documents become a matter of public record, with the exception of those parts of a Proposal which are trade secrets, as that term is defined by statute.

2. If any part of a Proposal contains any trade secrets that the Responder does not want disclosed to the public, the Responder shall mark that part of the Proposal as a “trade secret.” The County, however, shall not in any way be liable or responsible for the disclosure of any Proposal or any part thereof if disclosure is required under the Public
Records Act (Government Code, Section 6250 et seq.) or pursuant to law or legal process.

3. In addition, by submitting a Proposal, a Responder agrees to save, defend, keep, bear harmless, and fully indemnify the County, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for not disclosing a trade secret pursuant to the Public Records Act.

G. NEGOTIATIONS

The County may require the potential Consultant(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their Proposal(s) as may result from these negotiations.

VIII. CONTRACT INFORMATION

A. CONTRACT DEVELOPMENT

If the County chooses to fund and proceed with the provision HIPAA/HITECH Act Privacy and Security Gap Analysis it will enter into a Contract with the selected Responder. NOTE: The County will work with the selected Responder to develop a Contract. Revisions to the budget and/or scope of work may be necessary.

B. STANDARD CONTRACT LANGUAGE

A sample of the standard County contract to be used for these services is attached (Attachment C). The final contract will include additional terms and conditions as agreed upon by the parties and may include additional confidentiality provisions. At a minimum, the Contract will comply with the County’s requirements and shall include the following components:

1. Provisions relating to insurance and indemnification, reporting, and record keeping.

2. A provision that the Contractor may be required to obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million.

3. A provision that the Contractor will indemnify the County of Shasta and maintain insurance with certain specified coverage limits and naming the County, its elected officials, its officers, agents, employees, and volunteers as additional insureds.
STATEMENT OF EXPERIENCE

SECTION A

Business Name: ____________________________ Phone: __________________

Physical Address: __________________________

City: __________________________ State: _____ ZIP: ______________

Mailing Address (if different from above): __________________________

City: __________________________ State: _____ ZIP: ______________

Legal Entity:

☐ Corporation (Is the Corporation considered a nonprofit organization? ☐ Yes ☐ No)
☐ General Partnership ☐ Limited Partnership ☐ Sole Proprietorship ☐ Other: __________________________

Name(s) and title(s) of officer(s) or owner authorized to sign this Proposal and any contract with the county that may result.

Name: __________________________ Title: ______________ Email: __________________________

Name: __________________________ Title: ______________ Email: __________________________

SECTION B

Number of years in business under present business name: __________________________

Prior Business Name(s): __________________________

Number of years under prior name: __________________________

SECTION C

Number of years experience providing required, equivalent, or related services: __________________________

SECTION D

Contracts completed during the last five years

<table>
<thead>
<tr>
<th>Year</th>
<th>Services</th>
<th>$ Amount</th>
<th>Location</th>
<th>Contracting Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>2.</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>3.</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

(Add additional pages if needed)
SECTION E

Have you, or your business failed or refused to complete a contract?  □ Yes  □ No
If yes, explain: ____________________________________________

(Add additional pages if needed)

SECTION F

Do you or your business hold a controlling interest in any other organization, or is this business owned or controlled by another organization, individual or business?  □ Yes  □ No
If yes, explain: ____________________________________________

(Add additional pages if needed. Section F does not apply to government agencies.)

SECTION G

Do you, or does your business, hold or have a financial interest in any other business?  □ Yes  □ No
If yes, explain (unless you are the individual personally performing contracted services or a governmental agency):

______________________________________________________________________________

(Add additional pages if needed)

SECTION H

Names, titles and contact information of persons with whom you or your business has been associated in business as partners or business associates in the last five years.  (Governmental agencies are exempt)

______________________________________________________________________________

(Add additional pages if needed)

SECTION I

Explain any litigation involving you, your business, or any officer(s) thereof. If none, so state:

______________________________________________________________________________

(Add additional pages if needed)
SECTION J

Provide a description of experience in the services to be provided, or the experience of principal individuals who will be performing services:

(Add additional pages if needed)

SECTION K

If equipment is to be purchased, please provide a list of major equipment to be purchased over $3,000 for the direct provision of services related to this RFP:

(Add additional pages if needed)

SECTION L

Please attach a copy of your most recent audited financial statement, for a fiscal period not more than 18 months old at time of submission, by an independent certified public accountant. See California Department of Social Services, Manual of Policies and Procedures, Section 23-610 (c)(15)(L) for full details of this requirement.

Also attach IRS Form 990 and all supporting schedules (Non-Profit Corporations only).

SECTION M

Please attach a copy of the most current financial statement.

Do you or your business agree, at the request of the County, to provide letters of credit, and guarantor letters from related entities?  □ Yes  □ No

SECTION N

Please provide a list of commitments, and potential commitments, including tax obligations, which may impact assets, lines of credit, guarantors letters, or otherwise affect your or your business’s ability to perform.

(Add additional pages if needed)
SECTION O

If the nature of the services your business provides requires business or professional licenses, are such licenses held by you and/or your business and its staff?  ☐ Yes  ☐ No

Please list each required business or professional license:

<table>
<thead>
<tr>
<th>License Number</th>
<th>Type</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

(Add additional pages if needed)

SECTION P

Do you and your business agree to provide additional information, including references, as required by the County to make an informed determination of qualifications?  ☐ Yes  ☐ No

SECTION Q

Do you and your business agree to permit the County, State and Federal governments to audit financial and other records pertinent to the services to be provided?  ☐ Yes  ☐ No

SECTION R

By signing this Statement of Experience, I am certifying that:

1. I understand and agree (upon submission of a Proposal) to abide by the terms and conditions of this RFP and represent that I have the authority to bind the Entity/Individual specified herein to the terms and conditions of this RFP; and

2. All information provided on or attached to this form and contained within this Proposal are true, and I acknowledge that if the Proposal contains any false statements, the County may declare any Contract made as a result of the Proposal to be void.

Name (please print): __________________________________________

Signature: ________________________________________ Date: ___________

Title: __________________________________________
## COST PROPOSAL FORM

### HIPAA/HITECH Act Privacy and Security Gap Analysis

**Request for Proposal**

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Gap Analysis and provide written report of the findings for each Branch/program that includes specific short and long term remediation necessary to ensure HIPAA Privacy and Security compliance</td>
<td></td>
</tr>
<tr>
<td>Prepare HIPAA Privacy and Security policies and procedures for HHSA</td>
<td></td>
</tr>
<tr>
<td>Review existing HIPAA privacy and security mandated online training programs for all HHSA staff and, if necessary, develop necessary enhancements</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

**FIRM NAME:**

**SIGNATURE:**

**DATE:**

Print Name:
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND [CONSULTANT NAME]

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”) and [Consultant Name] (“Consultant”) for the purpose of [description of services] (collectively, the “Parties” and individually a “Party”).

Section 1. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, Consultant shall [Scope of Work].

[If the scope of work includes preparation of a document or written report and the total cost of the work is more than $5,000, mark the preceding description of the Consultant’s services as paragraph A and add the following paragraph; otherwise delete:]

[“B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: “This [document or report] is one of [number] produced under this agreement.”]

Section 2. RESPONSIBILITIES OF COUNTY.

County shall compensate Consultant as prescribed in sections [3] and [4] of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

Consultant shall be paid [Dollar Amount] for the services described in this agreement.

In accordance with the budget as prescribed in section [4], County shall pay to Contractor a maximum of $(Dollar Amount) for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed $(Dollar Amount).

Contractor’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

Consultant shall submit to [Address] within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant’s correct and approved statement or invoice.

Compensation under this agreement shall be reduced by applicable contractor revenues. The term “applicable contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable reduction, or a cash refund, as appropriate.
Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. **TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both [all] parties and shall end [Date].

[If the agreement term is longer than one year, delete the above sentence and substitute:]

[“The initial term of this agreement shall be for one year [or specify shorter period] beginning [date or “as of the last date it has been signed by both [all parties’] and ending [date]. The term of this agreement may be extended by County for one [or two] additional one-year term [terms] [[or] shall be automatically renewed for one [or two] additional one-year term [terms] at the end of the initial term], under the same terms and conditions [if compensation increases after the first year, insert here, “except as provided in section [3],”] unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for this agreement in County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.”] or [“The base term of this agreement shall be [period], beginning [date] and ending [date], provided that County may exercise one [or two] one-year option[s] to renew after the base term, under the same terms and conditions [describe exceptions] by notifying Consultant of such exercise, in writing, before the end of the term.”]

Section 6. **TERMINATION OF AGREEMENT.**

A. If Consultant materially fails to perform Consultant’s responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant’s responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

B. County may terminate this agreement without cause on <Number of days> days written notice to Consultant.

C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. County’s right to terminate this agreement may be exercised by [County Representative].

E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.

F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. **ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering
into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and [County Representative], provided that the amendment is in substantially the same format as the County’s standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement’s exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

[If Consultant is determined pursuant to section 5.5 of Policy 6-101 to be an independent contractor, insert the following:]

Consultant 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 Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant’s compensation. Consultant shall not be eligible for coverage under County’s workers’ compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant’s assigned personnel under the terms and conditions of this agreement.

[If Consultant does not qualify as an independent contractor for tax purposes per section 5.5, use the following instead of the foregoing:]

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor. 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 Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall not be eligible for coverage under County’s workers’ compensation insurance plan nor shall Consultant be eligible for any other County benefit. Notwithstanding Consultant’s status as an independent contractor, County shall withhold from payments
made to Consultant such sums as are required to be withheld from employees by the Federal Internal Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding County’s liability under said laws and does not abrogate Consultant’s status as an independent contractor as described in this agreement.

[If Consultant is an out-of-state independent contractor, add:] County shall withhold seven percent of all income paid to Consultant under this agreement for payment and reporting to the California Franchise Tax Board because Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

Section 10. INDEMNIFICATION.

Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person’s or persons’ loss or injury, including death, or property loss or damage (including property of County) arising from the negligent acts, willful acts, or errors or omissions of Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant’s own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant’s “independent contractor” status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.

[If professional liability coverage is required, add the following paragraph:] For professional services provided under this agreement, Contractor [or Consultant] shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys’ fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

Section 11. INSURANCE COVERAGE.

A. Without limiting Consultant’s duty of indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.

B. Consultant and any subcontractor shall obtain and maintain continuously required Workers’ Compensation and Employer’s Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor’s employees with an insurance carrier authorized to transact business in the State of California
covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

C. [For agreements with state-licensed architects, engineers, consultants, counselors, attorneys, accountants, clinics, medical providers, and other “professionals” who are licensed by the State of California to practice a profession, add: “Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million.”]

[C or D.] Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers’ compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.

[D or E] With regard to all insurance coverage required by this agreement:

(1) Any deductible or self-insured retention exceeding $25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.

(2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

(3) All insurance (except workers’ compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to the County. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

(4) Each insurance policy (except for workers’ compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each suit insured against whom a claim is made or suit is brought.”
(5) Consultant shall provide the County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.

(6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

(7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.

Section 12. **NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. **COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

A. Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.

B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

Section 14. **ACCESS TO RECORDS; RECORDS RETENTION.**

County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.
Consultant’s failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant’s failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.
Consultant, and Consultant’s officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.
Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant’s work or services.

Section 18. CONFLICTS OF INTEREST.
Consultant and Consultant’s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.
A. Except as provided in section 6.C of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by certified or registered mail, postage prepaid, two days after the date of mailing.

If to County: Name, Title
Address

If to Consultant: Name, Title
Address

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County’s Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant’s financial interests. If required by the County’s Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, et seq.

Section 22. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

[Insert and number any of the following paragraphs which apply and give each a section number, then renumber the subsequent numbers:]

[CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.]

[CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant’s employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients’ rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration, or cancellation of this agreement. [Mental Health agreements.]]

[CONFIDENTIALITY OF CLIENT INFORMATION.

Consultant shall comply with, and require all of Consultant’s employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the
California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.]

[HIPAA ADDENDUM.]
Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.]

[SCOPE AND OWNERSHIP OF WORK.]
All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant’s rights in Consultant’s own proprietary information, including, without limitation, Consultant’s methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.]

[USE OF COUNTY PROPERTY.]
Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant’s obligations under this agreement.]

[APPLICATION OF OTHER AGREEMENTS.]
Consultant and contractor’s officers, agents, employees, and volunteers, and any of contractor’s/consultant’s subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the [Insert Name of Agreement] between the County of Shasta and [Insert Name of contracting party], attached to this agreement as Exhibit ___ and incorporated by this reference.]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Consultant [or Contractor] have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: __________________
Name, Title ______________________________

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: ______________________________

CONSULTANT

Date: __________________
By: ______________________________

Tax I.D.#: ________________