**Attachment A – Offeror Reference Form**

*Offerors shall complete an Offeror Reference Form for each provided reference in accordance with Section 4.16 of the RFP.*

1. **General Background**

Name of Client:

Number of Employees: Operating Budget:

Address:

Project Manager/Contract: Title:

Phone Number: E-Mail Address:

Summary of Project and Current Status:

Legacy System Converted:

1. **Project Scope**

Please indicate all modules that were implemented as part of the project:

|  |  |  |  |
| --- | --- | --- | --- |
| Reporting Analytics and Dashboards | [ ]  | Medical Records / Release of Information / Document Management | [ ]  |
| Provider / Clinical Workflows | [ ]  | Billing, Accounts Receivable, and Authorizations | [ ]  |
| Order Management | [ ]  | Access, Intake, and Scheduling | [ ]  |
| Medication Document and Medication Administration Record (MAR) | [ ]  | Case Management and Client Education | [ ]  |
| Clinical Documentation | [ ]  |  | [ ]  |

1. **Project Information**

Total Project Budget:

Project Start Date: Project End Date:

**Attachment E – Ownership of Deliverables**

Offerors shall complete Table E-03 below based on whether the roles identified are supported by the proposed approach and implementation methodology. The roles defined in Table E-01 and Table E-02 contain the indicators Offerors shall use to report their support of the identified roles. Any conflicts shall be noted with a comment. In the event additional deliverables are proposed, Offerors shall identify the roles for both HAMHDS and the Offeror Project Teams.

**Table E-01: Definition of Roles**

|  |  |
| --- | --- |
| **Role** | **Summary** |
| Lead | The party ultimately responsible for the development of the deliverable. |
| Assist | The party provides active assistance in development of the deliverable |
| Participate | The party provides passive assistance in the development of the deliverable. |
| Owns | The party is solely responsible for the development of the deliverable. |
| Share | Both parties share equal responsibility for the development of the deliverable. |
| None | The party has no role in the development of the deliverable. |

**Table E-02: Summary of Response Indicators**

|  |  |  |
| --- | --- | --- |
| **Indicator** | **Response** | **Description** |
| **S** | Supports | The proposed supports the prescribed ownership roles with its proposed implementation methodology and approach. |
| **C** | Conflict | The proposed has a conflict with the prescribed ownership roles and proposed alternate ownership in its proposed implementation methodology and approach |

**Table E-03: Ownership of Deliverables**

| **No** | **Deliverable** | **Vendor Role** | **HAMHDS Role** | **Vendor Response** | **Comments** |
| --- | --- | --- | --- | --- | --- |
| **1** | Implementation Project Plan | Lead | Assist |  |  |
| **2** | System Interface Plan | Lead | Assist |  |  |
| **3** | Data Conversion Plan | Lead | Assist |  |  |
| **4** | Testing and Quality Assurance Plan | Share | Share |  |  |
| **5** | Pre- and Post-Implementation Support Plan | Share | Share |  |  |
| **6** | Training Plan | Lead | Participate |  |  |
| **7** | System Documentation | Owns | None |  |  |
| **8** | Risk Register | Share | Share |  |  |

**Attachment F – Receipt of Addenda Form**

**Addendum Acknowledgement**

**Request for Proposal for Software and Implementation Services for an**

**Electronic Health Record (EHR) Software System**

**The undersigned acknowledges receipt of the following addendum(s):**

|  |  |
| --- | --- |
| **Addendum #** | **Date** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

I have examined and carefully prepared the submittal documentation in detail before submitting my response to HAMHDS.

|  |  |
| --- | --- |
| Company Name: |  |
| Authorized Representative: |  |
| Authorized Representative: | Print |
|  | Signature |
| Date: |  |

It is the Offeror’s responsibility to check for addendums, posted on the website at [**http://henrico.us/purchasing/**](http://henrico.us/purchasing/) prior to the submittal due date and time.

If the submittal has already been received by HAMHDS, Offerors are required to acknowledge receipt of addendum via email toCecelia H. Stowe (**sto05@henrico.us****)** prior to the due date.

Submittals that do not acknowledge addendums shall be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

**Attachment G – Statement of Non-Collusion Form**

The following statement shall be made as part of the Contractor’s proposal.

I affirm that I am the Contractor, a partner of the Contractor, or an officer or employee of the Contractor’s corporation with authority to sign on the Contractor’s behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of HAMHDS.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contractor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City / State / Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone and Fax

**Attachment H - Responsibility of Data Conversion Activities**

Offerors shall complete Table H-03 below based on whether the roles identified are supported by the proposed data conversion methodology and approach. The roles are defined below. Any conflicts shall be noted with a comment. In the event additional activities are proposed, the Offerors shall identify the roles for both HAMHDS and Offeror’s Project Implementation Teams.

**Table H-01: Definition of Roles**

|  |  |
| --- | --- |
| **Role** | **Summary** |
| Lead | The party ultimately responsible for the activity. |
| Assist | The party provides active assistance for the activity. |
| Participate | The party provides passive assistance for the activity. |
| Share | Both parties share equal responsibility for the activity |
| None | The party has no role in the activity. |

**Table H-02: Summary of Response Indicators**

|  |  |  |
| --- | --- | --- |
| **Indicator** | **Response** | **Description** |
| **S** | Supports | The proposal supports the prescribed responsibility roles with its proposed data conversion methodology and approach. |
| **C** | Conflict | The proposal has a conflict with the prescribed responsibility roles and proposed alternate responsibility in its proposed data conversion methodology and approach |

**Table H-03: Responsibility of Deliverables**

| **No** | **Data Conversion Activity** | **Vendor Role** | **HAMHDS Role** | **Response** | **Other Comments** |
| --- | --- | --- | --- | --- | --- |
| **1** | Perform Conversion Analysis of Existing Legacy Data | Lead | Participate |  |  |
| **2** | Perform Crosswalk Development of Legacy Data from Legacy System to new System | Lead | Participate |  |  |
| **3** | Provide Conversion Data | None | Lead |  |  |
| **4** | Provide File Layouts/Data Maps of Existing System | None | Lead |  |  |
| **5** | Proof Data Provided | Assist | Lead |  |  |
| **6** | Analysis of Data to be Converted | Lead | Assist |  |  |
| **7** | Developing and Testing Conversions | Lead | None |  |  |
| **8** | Review and Correct Errors | Share | Share |  |  |
| **9** | Load Converted Data into Training Database | Lead | Participate |  |  |
| **10** | Confirmation of Converted Data in Training Database | None | Lead |  |  |
| **11** | Approval/Sign-Off of Converted Data in Training Database | None | Lead |  |  |
| **12** | Load Converted Data into Live Database | Lead | Participate |  |  |
| **13** | Confirmation of Converted Data into Live Database | None | Lead |  |  |
| **14** | Approval/Sign-Off of Converted Data in Live Database  | None | Lead |  |  |

**Attachment I – Company Background and History Form**

Offerors shall complete a Company Background and History Form in accordance with Section 4.5 of the RFP. If a partnership with third-party companies is a part of a Proposal, the company background and history form shall be provided for all third-party companies. It is expected that all of the points shall be addressed for each company involved in a Proposal, prime or third-party.

**Table I-01: Company Background and History**

| **Metric** | **Response** |
| --- | --- |
| Total number of employees |  |
| Type and number of employees committed to the product and support being proposed |  |
| Office locations |  |
| Total number of active clients |  |
| Total number of active government clients |  |
| Total number of active EHR clients |  |
| Total number of active behavioral EHR clients |  |
| Total number of Virginia clients |  |
| Total number of completed implementations of the proposed product and version |  |
| Total number of active government clients using the proposed product version |  |
| Total number of clients converted to the proposed product from Cerner |  |
| Total years offering government EHR Systems |  |
| Largest active EHR installation including population |  |
| Smallest active EHR installation including population  |  |
| Other products offered by company  |  |

**Attachment J – Proposed Functional Areas Form**

Offerors shall complete table J-01 in accordance with Section 4.3 of the RFP. Proposed modules that are required to satisfy the requirements associated with the functional areas identified in Table J-01 cannot be proposed complementary or optional.Proposed modules that are required to satisfy the requirements associated with the functional areas identified in Table J-01 cannot be proposed as complementary or optional.

**Table J-01: Proposed Functional Areas/Modules**

| **Proposed Software Information** |
| --- |
| Product Component/Suite |  |
| Time on Market |  |
| Release date of most current version |  |
| **No.** | **Functional Area** | **Proposed Module(s) To Address Requested Functional Area** | **Third-party Partnerships and/or Solutions Successfully Integrated\* with, in the Past** |
| **1** | Reporting Analytics and Dashboards |  |  |
| **2** | Provider/Clinical Workflows |  |  |
| **3** | Order Management |  |  |
| **4** | Medication Management and MAR |  |  |
| **5** | Clinical Documentation |  |  |
| **6** | Medical Records and Document Management |  |  |
| **7** | Billing, Accounts Receivable, and Authorizations |  |  |
| **8** | Access, (Registration) Intake, and Scheduling |  |  |
| **9** | Case Management and Client Education |  |  |

\*Successful integration should include only those instances where both the software and the client are in production environments.

**Attachment K – Insurance Requirements**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than “A-“ with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - $100,000 for each Accident by employee

 $100,000 for each Disease by employee

 $500,000 policy limit by Disease

**Commercial General Liability – Combined Single Limit**

$1,000,000 each occurrence including contractual liability for specified agreement

$2,000,000 General Aggregate (other than Products/Completed Operations)

$2,000,000 General Liability-Products/Completed Operations

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

NOTE 1: The commercial general liability insurance shall include contractual liability.  The contract documents include an indemnification provision(s).  The County makes no representation or warranty as to how the Vendor’s insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total $3,000,000 per occurrence. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers’ compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**Attachment L – Proposal Signature Sheet**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

**Company Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Business Classification Form – Rev. 02/16

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **□ Yes □ No**

**Certifications:**

eVA **□ Yes □ No**

NMSDC\* **□ Yes □ No**

WBENC\*\* **□ Yes □ No**

 **\*National Minority Supplier Development Council or Affiliate**

**\*\*Women’s Business Enterprise National Council**

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY**

**CHECKING THE APPROPRIATE BOX(ES) BELOW.**

 **(Check all that apply)**

□ SMALL BUSINESS

 □ WOMEN-OWNED BUSINESS

 □ MINORITY-OWNED BUSINESS

 □ SERVICE DISABLED VETERAN

 □ NON-SWAM

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

***"Small business"*** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***"Women-owned business"*** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

***"Minority-owned business"*** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or historically black college or university as defined in § 2.2-1604, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Non-SWAM”*** means any category other than small, women-owned or minority-owned (i.e., large, non-or not-for-profit, governmental entity).

**Attachment M – Proprietary/Confidential Information Identification**

NAME OF FIRM/OFFEROR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted.  The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary.  The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.  In addition, a summary of proprietary information submitted shall be submitted on this form.  The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.  If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

**Table M-01: Proprietary/Confidential Information Identification**

|  |  |  |
| --- | --- | --- |
| **Section/title** | **Page No.** | **Reason(s) for withholding from disclosure** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Attachment N - VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

□ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **-OR-**

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location) **-OR-**

□ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s/Offeror’s current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1‑757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: □

**SUBMIT THIS FORM WITH PROPOSAL**

**ATTACHMENT O – HIPAA BUSINESS ASSOCIATE AGREEMENT FORM**

HIPAA BUSINESS ASSOCIATE AGREEMENT

 WHEREAS, Henrico Area Mental Health & Developmental Services (“HAMHDS”) and (SUCCESSFUL OFFEROR) (“Business Associate”) entered into a Contract on (Insert day#) day of July, 2016 for the performance of “Software and Implementation Services for an Electronic Health Record (EHR) Software System” (the “Contract”); and

**WHEREAS,** HAMHDS is a covered health care component of the County of Henrico, a hybrid entity under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the American Recovery and Reinvestment Act of 2009 (“ARRA”, Title XIII of ARRA, the Health Information Technology for Economic and Clinical Health Act (“HITECH”) Subtitle D; and

**WHEREAS,** HIPAA, HITECH, and its implementing regulations have established Privacy and Security Standards (the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. §§ 160 and 164); and

**WHEREAS,** Business Associate is directly subject to HIPAA provisions, the ARRA, Title XIII of ARRA, and amendments thereto, and HITECH, and all related rules and regulations in effect and any amendments thereto; and

**WHEREAS,** Business Associate may receive records from HAMHDS to review and potentially disclose that include information that relates to the past, present, or future physical or mental health condition of an individual; the provision of heath care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identify the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual (Protected health information, “PHI”); and

WHEREAS, the Privacy and Security Standards require that HAMHDS enter into an Agreement with its Business Associates to ensure that PHI is adequately safeguarded.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Business Associate Agreement and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, HAMHDS and Business Associate agree as follows:

I. DEFINTIONS

The following terms used in this Agreement shall have the same meaning as those terms in the Privacy and Security Standards: Breach, Business Associate, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Subcontractor and Use.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. Permitted Uses and Disclosure of PHI. Business Associate’s activities for and/or on behalf of HAMHDS may involve the use and/or disclosure of PHI maintained by HAMHDS. Business Associate may use and/or disclose PHI only as permitted or required by the Contract with HAMHDS or as otherwise required by law. Business Associate may permit the use of PHI by third parties, including its employees, contractors, agents, or other representatives, only to the extent directly related to and necessary to perform designated functions on behalf of HAMHDS as required by the Contract or as otherwise required by law. Business Associate and its agents or subcontractors will request from HAMHDS no more than the minimum PHI necessary to perform its duties and obligations in accordance with HIPAA, the HIPAA Regulations and HITECH. Business Associate will not use or disclose PHI in a manner that would violate the HIPAA Privacy or Security Standards.

 2. Safeguards Against Misuse of Information.

1. Business Associate agrees that it will implement appropriate reasonable safeguards to maintain the security of and prevent the improper use or disclosure of PHI.
2. Business Associate agrees that it will comply with 45 C.F.R. § 164.302 *et seq.* and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, as that term is defined in 45 C.F.R. § 160.103, that it creates, receives, maintains or transmits on behalf of HAMHDS.
3. Business Associate agrees to train employees in information security, designating a security officer, conducting an information risk analysis, and developing a risk management remediation plan.
4. Business Associate agrees to abide by the prohibitions under the ARRA regarding the sale and marketing of PHI.
5. Business Associate agrees with any other conditions that the Secretary of the Department of Health and Human Services may require with respect to electronic PHI.

3. Reporting of Breaches and Other Security Incidents.

1. Business Associate agrees to promptly report to HAMHDS: (1) any use or disclosure of PHI not authorized by the Contract of which it becomes aware; and (2) any “security incident,” as defined by 45 C.F.R. § 164.304, of which it becomes aware. Business Associate shall also report the measures it took to mitigate any security compromise that may have occurred and shall report any data loss or other information system compromise as a result of the incident.
2. In the event of a breach of unsecured PHI, as defined in 45 C.F.R. § 164.410, Business Associate will comply with the breach notification requirements of 45 C.F.R. § 164.410 and notify HAMHDS without reasonable delay, and in no case later than 60 calendar days, after the discovery of a breach. Notification will include the identity of each individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed during such breach. Business Associate will also take reasonable steps to assist HAMHDS in meeting its responsibility to notify all individuals affected, as detailed in 45 C.F.R. § 164.404.

4. Use and Disclosure of PHI by Subcontractors and Agents.

1. Business Associate will require any subcontractor or agent that is authorized to review, use or disclose PHI obtained by Business Associate from HAMHDS, to agree in writing to adhere to the same restrictions, conditions, and requirements regarding the use and disclosure of PHI and safeguarding of PHI that apply to Business Associate.
2. Business Associate agrees that it will ensure that any agent, including a subcontractor, to whom it provides electronic PHI that was created, received, maintained or transmitted on behalf of HAMHDS agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of the electronic PHI.

5. Access to Information. Throughout the term of this Agreement, Business Associate shall make available to HAMHDS all PHI provided to Business Associate by HAMHDS for so long as such information is maintained. Upon written request from HAMHDS, Business Associate shall make an individual’s PHI available to HAMHDS within fifteen (15) days of an individual’s request for such information as notified by HAMHDS. In the event that the requesting individual’s PHI is neither maintained nor accessible on site by HAMHDS or the Business Associate, the extended timeframe set forth in 45 C.F.R. § 164.504(3)(2)(iii)(C) will be available for Business Associate to respond to HAMHDS’ request. In the event any individual requests access to HAMHDS-provided PHI directly from Business Associate, Business Associate shall forward such request to HAMHDS. Any denials of access to PHI requested shall be the responsibility of HAMHDS. Business Associate shall further conform with and meet all the requirements of 45 C.F.R. § 164.524.

6. Availability of PHI for Amendment. Upon receipt of a request from HAMHDS to update PHI for an individual, Business Associate agrees to incorporate any such amendment into its records within thirty (30) days of the request or take other measures as may be required by 45 C.F.R. § 164.526. If Business Associate receives a request from an individual for an amendment to HAMHDS-provided PHI, Business Associate shall forward such request directly to HAMHDS. Any review and consideration of a requested amendment shall be the responsibility of HAMHDS.

7. Accounting of Disclosures. Upon request from HAMHDS, Business Associate shall make available to HAMHDS such information as is in Business Associate’s possession and is required for HAMHDS to make an accounting as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to HAMHDS. It shall be HAMHDS’s responsibility to prepare and deliver any such accounting requested. Business Associate agrees to maintain an appropriate record keeping process to enable it to comply with the requirements of this Section.

8. Compliance with Requirements. To the extent the Business Associate is to carry out one or more of the obligations of HAMHDS under 45 C.F.R. § 164.500 *et seq.*, Business Associate shall comply with the requirements that apply to HAMHDS in the performance of such obligations.

 9. Use and Disclosures for Business Associate’s Purposes.

1. Business Associate may only use PHI to the minimum necessary to carry out its duties and obligations under the MOA or as required by law. Business Associate may not use or disclose protected health information in a manner that would violate 45 C.F.R. § 164.500 *et seq*.
2. Business Associate may disclose PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

10. Availability of Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from HAMHDS, or created or received by Business Associate on behalf of HAMHDS, available to HAMHDS and the Secretary of the Department of Health and Human Services (or its designee) for purposes of monitoring compliance with the Privacy and Security Standards, subject to attorney-client and other applicable privileges.

11. Indemnification. Business Associate shall indemnify and hold HAMHDS and the County of Henrico including its agents, representatives, and employees harmless from any claims, demands, losses, or liabilities including attorney’s fees arising out of or related to Business Associate’s breach of this Agreement.

12. Compliance with Requirements. To the extent the business Associate is to carry out one or more obligations of HAMHDS under 45 C.F.R. § 164.500 *et seq.*, Business Associate shall comply with the requirements that apply to HAMHDS in the performance of such obligations.

# III. OBLIGATIONS OF HAMHDS

1. Notice of Privacy Practices. HAMHDS shall notify Business Associate of any limitation in its Notice of Privacy Practices, which HAMHDS provides or makes available to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

2. Restrictions on Disclosures. If applicable to Business Associate, HAMHDS shall notify Business Associate as soon as practicable of any request for restrictions by an individual of the use or disclosure of the individual’s PHI that HAMHDS has agreed to accept. HAMHDS also shall notify Business Associate, if applicable, of any changes in, withdrawal, or revocation of any authorization or other permissions(s) granted HAMHDS by an individual for the use and disclosure of the individual’s PHI.

3. Impermissible Requests. HAMHDS shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Standards if done by HAMHDS. Nothing in this section shall preclude Business Associate from using or disclosing PHI for its management and administrative activities as provided in Section II.8 above.

# IV. MISCELLANEOUS

1. Term. This Agreement shall become effective on the day it is signed by both parties. This Agreement shall remain in effect for the term of the Contract, including any extensions or renewals thereof.
2. Termination for Cause. Upon HAMHD’s knowledge of a material breach by Business Associate, HAMHDS shall provide Business Associate an opportunity to cure the breach or end the violation. HAMHDS shall terminate this Agreement: (a) immediately if Business Associate has breached a material term and cure is not possible; or (b) upon Business Associate’s failure to cure the breach or end the violation within the time specified by HAMHDS.

3. Effect of Termination.

1. Except as provided in paragraph b of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from HAMHDS, or created or received by Business Associate on behalf of HAMHDS. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies, including electronic copies, of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to HAMHDS notification of the conditions that make return or destruction infeasible and shall 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 infeasible, for so long as Business Associate maintains such PHI.

4. Amendments. This Agreement, and any provision thereof, may be amended, modified or deleted by written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for HAMHDS to comply with the Privacy or Security Standards of HIPAA and HITECH, and all other applicable laws or regulations.

5. Survival. The respective rights and obligations of Business Associate shall survive termination of this Agreement.

6. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Standards. The parties hereby agree that any ambiguities in this Agreement shall be resolved in favor of a meaning that complies with the Privacy and Security Standards.

7. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be sent by first class mail to the addresses below:

 Henrico Area Mental Health and Developmental Services

Attn: HIPAA Privacy Officer

HAMHDS

10299 Woodman Road

Glen Allen, VA 23060

 (SUCCESSFUL OFFEROR)

 Attn: Insert Name and Position

 ADDRESS

 CITY, STATE, ZIP CODE

8. Governing Law and Venue. This Agreement shall be governed by federal law and the laws of the Commonwealth of Virginia. Exclusive venue for any dispute arising hereunder shall be resolved in the Circuit Court of the County of Henrico, Virginia.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on this the (insert day #) day of July, 2016.

**HENRICO AREA MENTAL HEALTH & DEVELOPMENTAL SERVICES**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: Purchasing Director

 **(Successful Offeror)**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_