Subject: Contract with Xpio Group Health, LLC for Technical Support in Compliance with Privacy and Security Regulations

Department: County Administration/General Services

Meeting Date Requested: August 8, 2017

Contact: B. Ring/G. Hunsicker

Phone: 530-538-7041

Regular Agenda

Consent Agenda

<table>
<thead>
<tr>
<th>Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background information as necessary).</th>
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<tbody>
<tr>
<td>Xpio Group Health, LLC provides consultation services in the area of the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), and cyber security. The County periodically needs technical assistance on complicated matters related to these subjects.</td>
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</tbody>
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Staff recommend approval of the managed procurement contract with Xpio Group Health, LLC for a term of July 25, 2017 through June 30, 2020. The contract shall not exceed $50,000, and if services provided under this contract are utilized, the services will be funded out of the individual department budget that contracts for said services.

Fiscal Impact:
Contract is not-to-exceed $50,000. The funds will come from the department budget that contracts for said services.

Personnel Impact:
Does not apply.

Action Requested:
Approve contract and authorize the Chair to sign.

Administrative Office Review: Shari McCracken, Deputy Chief Administrative Officer
This Contract, dated as indicated in the following variable information table is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County," and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
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<tbody>
<tr>
<td>Term of this Contract (Complete Dates in Just One of the Following Three Rows)</td>
</tr>
<tr>
<td>√ Below</td>
</tr>
<tr>
<td>✓ On Following Date</td>
</tr>
<tr>
<td>Upon Date of Notice to Proceed Received</td>
</tr>
<tr>
<td>Upon Last Date Executed by County</td>
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County Department: Various  FOB Point: Destination

Terms: Net 30  Basis of Price (Do Not √ More Than One of the Following Four Blocks)

Price: Fixed Price  Annual Price  Monthly Price  x Hourly Rate

Not-to-Exceed Price: $50,000.00  ✓ If Reasonable Expenses are authorized in addition to Hourly Rates

Project Number: Project Name: HIPAA/HITECH and 42 C.F.R. Part 2 Regulations Consulting

Contractor Contact Information:
- Contractor: Xpio Group Health, LLC.
- Address: 3118 Judson Street, #498
- City, State & ZIP: Gig Harbor, WA 98335
- Telephone: 253-651-7482
- Email: share@buttecounty.net

County Contact Information:
- Project Manager: Syndee Hare
- Address: 2081 2nd Street
- City, State & ZIP: Oroville, CA 95965-3413
- Telephone: 530-552-3492
- Email: share@buttecounty.net

WHEREAS, County, through the department indicated above in the variable information table, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:
- Attachment I – Terms and Conditions
- Attachment II – Standard Insurance Requirements
- Business Associate Addendum
- Attachment III – Scope of Work (including Exhibit A)

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Tamara Ingersoll  Signature  Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY  CONTRACTOR

Bill Connelly, Chair  Thad Dickson, CEO
Board of Supervisors  Xpio Group Health, LLC

REVIEWED FOR CONTRACT POLICY COMPLIANCE,
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By __________________________  By __________________________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and
local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

**END TERMS AND CONDITIONS**
ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3) Workers’ Compensation Insurance: As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance *(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).*

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

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
C. **WAIVER OF SUBROGATION:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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

E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

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

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

H. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

I. **CLAIMS MADE POLICIES:** If any of the required policies provide coverage on a claims-made basis:

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

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the County for review.
COUNTY OF BUTTE
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between County of Butte (COUNTY), a covered entity and Xpio Health, LLC., a BUSINESS ASSOCIATE, and is effective as of the date of the Contract.

RECITALS
A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.
B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services (“HIPAA Regulations”) and other applicable laws.
C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY to enter into a contract containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and continued in this Addendum.

Definitions
(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
(b) Business Associate. “BUSINESS ASSOCIATE” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Xpio Health, LLC.
(c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the County of Butte (COUNTY).

Obligations and Activities of Business Associate
BUSINESS ASSOCIATE agrees to:
(a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;
(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;
(c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE’S breach of COUNTY’s unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative
consequences of BUSINESS ASSOCIATE’S breach of COUNTY’S unsecured protected health information. BUSINESS ASSOCIATE is to contact applicable Compliance Officer regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE’S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE’S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE’S officers, agents and employees, which results in a breach of COUNTY’s unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY’S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY’S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY’S obligations under 45 CFR 164.528;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY’S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY’S minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE,
provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and 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 information has been breached.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY’S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

Permissible Requests by Covered Entity

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.

(c) Obligations of Business Associate Upon Termination.

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:
1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;
5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and
6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE’S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

County of Butte – Covered Entity               Xpio Group Health, LLC – Business Associate

Signature: _______________________________       Signature: _______________________________

Name: _______________________________       Name: _______________________________

Title: _______________________________       Title: _______________________________

Date: _______________________________       Date: _______________________________
ATTACHMENT III
SCOPE OF WORK

The Contractor shall furnish all labor, materials, transportation, supervision and management and pay all
taxes required to complete the project described below:

In order to ensure ongoing COUNTY compliance with the HIPAA/HITECH and 42 C.F.R. Part 2 regulations,
CONTRACTOR shall provide, upon request, consultation and technical assistance related to the respective
COUNTY department’s compliance privacy and security requirements.

Work Authorization and Coordination:

Work shall not proceed until CONTRACTOR receives written notice as outlined in Work Procedure.

CONTRACTOR RESPONSIBILITY

When requested, CONTRACTOR shall provide competent and qualified staff with the knowledge and
experience to provide compliance consulting to departments within the county on an ongoing basis.
CONTRACTOR shall monitor and identify all Federal and State changes to regulations to ensure accurate
technical assistance is provided to COUNTY.

CONTRACTOR duties may include but are not limited to the following:

- Review of the functions of COUNTY departments regarding HIPAA/HITECH Privacy and/or Security,
  including policies and procedures, and remediation recommendations for HIPAA/HITECH and 42
  C.F.R. Part 2 Privacy and Security compliance
- Assistance in drafting of county or department-wide HIPAA/HITECH Privacy and/or Security policies
  and procedures
- Assistance in the development and/or provision of direct staff training or training materials
- Technical assistance on privacy and/or security including internal audits
- Provide technical and subject matter expertise assistance on HIPAA/HITECH and 42 CFR Part 2 to
  include incidents and/or breaches along with technical questions related to HIPAA/HITECH or 42 CFR
  Part 2.

Work Procedure:
*See note below for technical issues/questions.

- COUNTY department staff shall submit a Scope of Work (SOW) outlining their project needs to
  CONTRACTOR for review.
- CONTRACTOR shall, within 5 business day, contact COUNTY department staff with any questions or
  concerns regarding the SOW and work together with COUNTY department staff to develop a SOW
  that is approved by both CONTRACTOR and COUNTY.
- CONTRACTOR shall, within 5 business days of obtaining an approved SOW, submit a
  quotation/proposal with all costs intended to be charged against this MPC. CONTRACTOR shall use
  a standardized quotation or proposal form for all requests that includes CONTRACTOR name,
  address and CONTRACTOR contact, quotation/proposal number, quotation/proposal date, COUNTY
  staff name, estimated time frame per project and total costs.
- All quotations/proposals provided by CONTRACTOR under this MPC shall include pricing provided in
  Compensation Section below.
- Upon COUNTY review and approval of quotation/proposal, CONTRACTOR shall receive written
  approval by either:
    - Department Staff Notification – If quotation/proposal is less than $5,000.00, department staff
      shall notify Contractor in writing (may be emailed or faxed) that work may begin.
    - General Services Release Approval – If quotation/proposal is $5,000.00 or greater,
      Contractor shall receive a General Services Release Approval to notify CONTRACTOR work
      can commence. The General Services Release Approval Form will include a unique release
      approval number, CONTRACTOR’s quotation number, and estimated delivery date.
• CONTRACTOR shall coordinate work with COUNTY department staff.

• When submitting invoice to COUNTY department, CONTRACTOR shall attach quotation/proposal to fully delineated invoice. Invoice shall clearly state the following:
  
  • County department name and billing contact name.
  • County department location where Contractor provided services.
  • Dates services were provided for each County department.
  • Contractor staff providing services provided and the hours worked.
  • Tasks provided by Contractor at each County department.

• Quotation number, contract number **MPC0024**, and unique release approval number on the invoice. COUNTY terms and conditions shall take precedence over any terms and conditions stated on any CONTRACTOR documentation.

*NOTE: Technical issues/questions from COUNTY Department Staff requiring less than 1 hour of work shall not require a Scope of Work and shall be verbally agreed to by COUNTY Department Staff. Invoices for technical issues and questions shall only include contract number MPC0024.*

**CONTRACTOR shall charge in one tenth hour (six minute) increments, rounded to the nearest tenth of an hour. The minimum time charged for any particular activity shall be one tenth of an hour.**

**COUNTY RESPONSIBILITIES**

COUNTY shall:

1. Upon review and approval of invoices, COUNTY will make every effort to pay CONTRACTOR within 30 days.

2. COUNTY will not pay interest or penalty fees.

**COMPENSATION**

Fiscal Year 17/18 – Contractor shall bill all work at an hourly rate of $175/hour.
Fiscal Year 18/19 – Contractor shall bill all work at an hourly rate that shall not exceed $181/hour.
Fiscal Year 19/20 – Contractor shall bill all work at an hourly rate that shall not exceed $187/hour.

The current pricing shall remain in effect for the entire term of the contract.

Contractor shall provide separate invoices to each County department for each project and, at a minimum, on a monthly basis.

Invoices for work performed per a Scope of Work shall reference the CONTRACTOR Quotation Number and Release Number indicated on the General Services Release Approval Form, as well as contract number **MPC0024**.

Invoices for technical issues/questions from COUNTY departments requiring less than 1 hour of work shall include contract number **MPC0024**.

**Travel:**

If the CONTRACTOR is requested to travel to Butte County to provide services on-site, Contractor shall be reimbursed for pre-approved out-of-pocket travel expenses including but not limited to: airfare, ground transportation, lodging and meals.

Airfare, Ground Transportation and Lodging and other pre-approved expenses: County will reimburse Contractor for actual costs.

• Contractor shall be reasonable when choosing flights, automobile rentals and lodging.
Copies of receipts shall be attached to County department invoices.

Meals: County will reimburse Contractor for out of pocket meal expenses (including gratuity) at current IRS per diem rates. Receipts are not required for per diem claims. Any costs incurred for alcoholic beverages or tobacco products are not reimbursable.

Contractor shall provide copies of receipts with each department invoice for all out of pocket travel expenses pertaining to this contract, with the exception of meals. Contractor shall divide the total dollar amount of each visit (airfare, ground transportation, lodging and meals) by actual department location Contractor provides services for during the on-site visit

End Scope of Work
Exhibit A
Release Approval Form

Release Approval
Butte County Managed Procurement Contract

Release against MPC Number: 
Release Number: 
Release Date: 
Amount Released: \( \text{includes all applicable taxes, freight, installation and any other fees} \) 
County Department and Contact: 
Department: 
Email: 
Contact/Project Manager: 
Phone: 
Address: 

Vendor Name: 
Address: 

Commodities or Services: 
Quantity Released: 
Quote Number and Date: 
Deliver No Later Than: 
Additional Specific Instructions: 

Please reference MPC Number and Release Number on all invoices.

Attachments Included? Yes ☐ No ☐ 
Number of Pages Including Release: 
Ship-to Address (If Different from above Address): 

Released By: Name: 
Released Via: Email ☐ Fax ☐ 

By acceptance of this Release Approval, Vendor certifies that all work contained herein denotes acceptance of terms as defined within the Managed Procurement Contract reference above and within the Additional Specific Instructions Section.