



REQUEST FOR PROPOSALS (RFP)

RFP 31-27

Psychological Evaluations

RFP Publication Date: Friday, October 2, 2026

RFP Submission Deadline Date: Monday, October 26, 2026

Issued by:

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1) RESPONDENT ADMONISHMENT

Respondents are reminded it is their responsibility to:

- Carefully read the content of this entire document, address all requirements, and follow all procedures of this RFP
- Ask for clarification before final due date of questions
- Immediately inform County of any issues or problems with this solicitation
- Be complete in response
- Submit all responses by the required dates and times

2) INTRODUCTION

The County of Butte (hereafter referred to as “County”) is seeking a firm/respondent (hereafter referred to as “respondent”) to complete psychological evaluations for County of Butte Behavioral Health consumers being served in the Institutions for Mental Disease (IMD) Program.

County intends to award a contract to a respondent that will meet the qualification criteria and has successfully performed services on similar projects in the past. The successful respondent will be required to enter into a contract with County for the services requested in this RFP within a reasonable time after award. A respondent submitting a proposal must be prepared to use County's standard contract template rather than its own contract. The contract will include terms appropriate for this project. The contract shall be valid for one year with an option to renew an additional 2, 1-year periods, at County’s discretion.

Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided, (2) no additional work authorized without prior written approval, (3) no payment without written approval, (4) funding availability, (5) termination of contract under certain conditions, (6) indemnification of County, (7) approval by County of any subcontractors, and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. County intends to award and execute a contract substantially in the form of the Model Contract to the selected respondent. Respondents should list any requested exception(s) or changes to the Model Contract in a separate section of their proposal.

3) BACKGROUND

The County requires specialized psychological evaluation services to support consumers receiving behavioral health services through its IMD Program and, when approved, other behavioral health programs. These services are needed to assist treatment teams with diagnostic clarification, treatment planning, and legal and forensic requirements, including evaluations for Incompetency to Stand Trial (IST), Lanterman-Petris-Short (LPS) Conservatorship, and Murphy Conservatorship. Services will be performed by a qualified licensed clinical psychologist and includes providing timely, comprehensive psychological testing and evaluations, written reports and recommendations, and coordination with County treatment teams to support appropriate treatment and interventions in accordance with applicable County, State, and Federal requirements and professional standards.

4) SCOPE OF SERVICES

County anticipates the respondent selected for this work shall provide the services as outlined below. However, County will give due consideration to alternative approaches for conducting the requested Psychological Evaluations.

1. Respondent shall provide psychological evaluation services to County consumers being served in the Institutions for Mental Disease (IMD) Program with consideration for consumers in other behavioral health programs with prior approval by County.

Duties shall include but not be limited to:
 - A. Conduct psychological testing and evaluations to assist with diagnostic questions of County's treatment team, complete evaluation of inmates referred to County for incompetency to stand trial (IST), complete initial and annual evaluations for Lanterman Petris Short (LPS) Conservatorship of County consumers, complete forensic assessments or determinations related to Murphy Conservatorship of County consumers, as needed and:
 - i. Upon County request for psychological testing/evaluation, respondent shall respond within one (1) business day and attempt to schedule necessary appointments within seven (7) business days.
 - ii. Respondent shall visit County locations where County consumers are being treated and/or the Butte County Jail (5 Gillick Way, Oroville, CA 95965-3595) for IST cases to meet with County consumers for the psychological testing/evaluations.
 - iii. Respondent shall visit County consumers outside of Butte County when required and approved by County.
 - B. Write recommendations and reports following testing/evaluations, which may include, but is not limited to, client identifiers (name, DOB, SSN etc.), date and type of testing/evaluation, consumer responses to testing/evaluation, diagnostic information, findings and recommendations and any further clinically relevant information.
 - C. Coordinate with County consumer's County treatment team to manage plans for further treatment or intervention for consumer.
 - D. Fulfill other duties related to psychological testing as requested by County.
 - E. Coordinate and train with County staff to receive department specific training and attend required staff meetings.
2. Respondent shall be a qualified licensed clinical psychologist and shall provide a copy of license to County prior to beginning work.
3. Respondent shall complete approved County forensic trainings via a virtual/electronic platform, as required for compliance.
4. Respondent shall adhere to all County, State, and Federal laws, policies, regulations, and statutes including but not limited to Butte County's Department of Behavioral Health (BCDBH) Compliance Plan and the Code of Ethics contained therein, mentioned here by reference only.
5. Respondent shall recognize respondent's responsibility not only to County consumers, but also to society, other health professionals, department staff, and to self.
6. Respondent shall respect the rights of County consumers, of colleagues, and of other health professionals within the constraints of the law. Therefore, any violations of the aforementioned BCDBH Compliance Plan or Code of Ethics may be reported to the appropriate licensing authority.

5) **FORMAT FOR PROPOSALS**

Responses to the RFP must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10-point. County shall receive all submissions no later than **Monday, October 26, 2026, at 5:00 p.m. PST.**

- The response shall include a cover letter, a table of contents, all items listed below, and shall be in one of the following formats:

- Paper Submission

- One (1) signed, unbound original (printed material on 8-1/2" X 11" paper).
 - One (1) electronic copy shall also be provided in thumb drive/USB format.

Paper Submissions shall be sent to:

ASD Contracts

Butte County Department of Behavioral Health

3217 Cohasset Road

Chico, California, 95973

- Electronic Submission

- Upload as a SINGLE .pdf to www.publicpurchase.com RFP 31-27

- Email Submission

- Email to: DBH-ASDContracts@buttecounty.ca.gov

- The mandatory content and sequence of submittal is as follows:

- Cover Letter and Introduction shall be a maximum two-page Cover Letter and Introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address, and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number, and a list of subcontractors, if applicable. The Cover Letter shall include a statement that the proposal is valid for ninety (90) days after receipt.
 - Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
 - Respondent's Experience Summary shall be a maximum of eight (8) pages (not including resumes) in length and shall describe the respondent's experience in providing psychological evaluations. Experience and focus in the public sector is of vital importance. County is looking to partner with a respondent that has years of experience providing psychological evaluations. Resumes shall be included for any key personnel to be assigned to this project. The proposal shall also include the timeline for completing all required tasks. Describe related past projects completed along with a discussion comparing similarities with this proposed project. Please provide a comprehensive narrative history of the respondent and its experience in providing psychological evaluations to government municipalities, counties and departments.

The Experience Summary shall also contain a comprehensive list of references preferably including municipalities or government agencies wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number, fax number, and email address.
 - Detailed description of services provided similar to the services outlined in the Draft Scope of Work.
- Respondent Capabilities shall be a maximum of six (6) pages entitled “Respondent Capabilities,” and shall include a description of the proposing respondent’s resources for successfully developing and completing this project.
 - Cost shall provide pricing based on hourly rates for all psychological evaluation services. Hourly rates must include all related work such as record reviews, preparation for court appearances, court appearances and testimony, etc. Respondents shall also provide an itemized breakdown of all costs associated with psychological evaluation services. County estimates approximately 20 individuals will require these services per year. (When estimating costs, include 3 Murphy Conservatorship individuals.) Using this estimate, Respondents shall calculate and state total annual cost. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.
 - Itemized breakdown should include the cost for each individual including all services and number of hours estimated.
 - Draft Scope of Work shall be identified as “*Attachment III – Scope of Work*” for incorporation in the Model Contract as the final contract to be awarded to the successful respondent. This is the document in which the proposing respondents are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by County, these shall also be clearly described as County tasks in the Draft Scope of Work. If the respondent included a not-to-exceed price in the proposal, a proposed billing rate for all reimbursable expenses shall be included in the Draft Scope of Work.

6) SELECTION PROCESS

The selection committee may include representatives from the Behavioral Health Department of County. The criteria for selecting the respondent is provided below:

- Cost. RFP Facilitator will assign costs based upon the formulation outlined under 7) Submittal Evaluation; Rating Methodology, Cost.
- Experience/Qualifications. Does respondent have sufficient similar experience in the kind of work required? Does the respondent have sufficient stability, resources and ability to meet the needs of County now and in the future? Does the respondent have a reputation of being reliable, delivering on schedule and performing tasks to the satisfaction of its clients? Does the letter of reference align with the respondent’s proposed capability?

- The Work Plan. Does the respondent have the resources and capability to meet the needs of County? Panel will judge on respondent's convincing content, approach, feasibility, collaborative aspects, and respondent's ability to provide services in Butte County. Panel will evaluate cost/value effectiveness and cost adequacy, points are awarded as part of the qualitative score.
- Quality of Proposal. Was the proposal organized as the RFP instructed? Was all of the requested information included? Was the proposal professionally prepared with minimal errors?

County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions, and pricing with the prospective respondent as a part of the selection process.

7) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses to include:

Criteria	Maximum Points
Cost	15
Experience/Qualifications	40
The Work Plan	40
Quality of Proposal	5
Total	100

Rating Methodology:

County evaluates responsive proposals for Cost, Experience/Qualifications, The Work Plan, and Quality of Proposal, to determine the highest overall point score. The rating scale establishes standards by which the Proposal Evaluation Committee assigns points to proposals, and it ensures that members of the Proposal Evaluation Committee evaluate each proposal with consistent methodology. There is a maximum of 100 points available as follows:

Component	Maximum Points	Point Factor
Cost	15	Price of lowest cost proposal X maximum points available (below)
Experience/Qualifications	40	Qualitative Evaluation formula (below)
The Work Plan	40	Qualitative Evaluation formula (below)
Quality of Proposal	5	Qualitative Evaluation formula (below)
Total	100	

• COST

The RFP Facilitator calculates points for cost and verifies for accuracy.

The respondent with the lowest cost proposal receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. The total awarded points are calculated by dividing the lowest cost proposal received by the cost of the proposal, then multiplying the results by the maximum points.

County uses the following formula to award cost points:

*Lowest Proposal Cost / Second Proposal Cost = (factor)
(factor) X maximum cost points = cost points for Second Proposal*

EXAMPLE:

The lowest proposal cost is \$100,000 (maximum 30 points awarded).

The second proposal cost is \$125,000.

$\$100,000 / \$125,000 = .80$ (the lowest proposal cost is 80% of the second proposal cost).

$.80 \times 30$ (maximum points) = 24 points

The second proposal with the cost of \$125,000 gets 24 points.

Repeat formula above for each proposal.

In addition to the cost points, the Proposal Evaluation Committee judges and evaluates for cost/value effectiveness and cost adequacy. The Proposal Evaluation Committee awards points as part of the technical (“qualitative”) score in the Experience/Qualifications, The Work Plan, and Quality of Proposal sections.

- **THE WORK PLAN, EXPERIENCE/QUALIFICATIONS, AND QUALITY OF PROPOSAL**

The Proposal Evaluation Committee reviews the Work Plan, Experience/Qualifications, and Quality of Proposal components of each responsive proposal submitted. After reviewing the proposals, the Proposal Evaluation Committee rates each proposal component using the following formulas and criteria:

	Experience/Qualifications (40 points)	The Work Plan (40 points)	Quality of Proposal (5 points)
Rating	Point Range	Point Range	Point Range
Exceptional	33-40	33-40	5
Good	25-32	25-32	4
Acceptable	17-24	17-24	3
Marginal	9-16	9-16	2
Unacceptable	0-8	0-8	1

Rating	Definition and Criteria for Rating Program Design and Organizational Capacity components of Proposal
Exceptional	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous substantial advantages, and essentially no disadvantages, and County can reasonably assume it will result in outstanding performance.
Good	The proposal demonstrates a sound approach which County expects to meet all requirements and objectives. This approach includes substantial advantages, and few relatively minor disadvantages, which collectively can be expected to result in better than satisfactory performance.
Acceptable	The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach has both advantages and disadvantages; however, the disadvantages do not outweigh the advantages and County expects the approach to result in satisfactory performance.
Marginal	The proposal demonstrates an approach which, while being capable of meeting all requirements and major objectives, may not meet some lesser objectives. Any advantages that exist in the approach slightly outweigh existing disadvantages.
Unacceptable	The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has one or more substantial disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance.

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to County. The presentation/demonstration may be conducted virtually.

8) RULES OF PROCUREMENT

Timeline Summary:

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	Friday, October 2, 2026
Final Date to Submit Questions and Requests for Clarification	Monday October 12, 2026, 5:00pm PST
Questions Answered via Addendum(s)	Friday October 16, 2026, 5:00pm PST
RFP Submittals Due	Monday October 26, 2026, 5:00pm PST
Award of Contract	Monday, December 21, 2026, 5:00pm PST

County Contact Information:

Any and all communication regarding this solicitation shall be in writing, submitted through Public Purchase and/or directed to:

Bradley Cooper
Senior Contracts Procurement Agent
Butte County Department of General Services
2081 Second Street
Oroville, CA 95965
530.552.3506
bcooper@buttecounty.ca.gov

This person will serve as County's contact for this project regarding questions and inquiries during the solicitation. **Do not** contact other County personnel or selection committee members regarding this project or the selection procedures.

Respondents interested in participating in this solicitation shall register at the Public Purchase website: www.publicpurchase.com.

Questions:

Questions and requests for clarification may only be submitted by email or through the Public Purchase website. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **Monday, October 12, 2026 by 5:00 p.m. PST**. County will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by **Friday, October 16, 2026**, so all respondents receive consistent information. It is the responsibility of all interested respondents to access the website for this information. **Questions received after Monday, October 12, 2026, by 5:00 p.m. PST, will not be answered.**

9) COUNTY NOTICES

All proposing respondents answering this RFP should note the following:

- All work performed for County, including all documents associated with the project, shall become the exclusive property of County.
- Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing respondent shall be borne by the respondent without reimbursement by County.
- The selected respondent shall remain an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Respondents agree to file tax returns and pay all applicable taxes on amounts paid pursuant to the Contract.
- The opening of proposals in response to this solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
- The successful respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.

- Issuance of this solicitation in no way constitutes a commitment by County to award a contract. If County determines it is in its best interest to do so, no respondent may be selected and no contract may be executed.
- Upon acceptable negotiations and contract award, the respondent shall be required to execute the Model Contract as provided in Exhibit A and comply with County insurance requirements. County may modify the contractual requirements of the contract prior to execution of a contract for services.
- County reserves the right to request additional information from respondents that have submitted a response to this solicitation and to enter into negotiations with more than one respondent should a contract be awarded or to award a purchase order or contract to the respondents with the most favorable quotation without conducting negotiations. County reserves the right to award more than one contract if it is in the best interest of County.
- County reserves the right to reject any or all submittals received if County determines it is in its best interest to do so. Further, County may cancel or amend this solicitation at any time and may submit similar solicitations in the future.
- County may reject any submittal that does not meet all of the mandatory requirements of this solicitation, is conditional, or is incomplete.
- County may request clarification of any submitted information and may request additional information on any or all responses provided. County may also waive minor inconsistencies deemed to be irrelevant.
- Respondents that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award, may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Department of General Services, 2081 2nd Street, Oroville, CA 95965-3413, telephone 530.552.3500.
Requests for debriefings shall be requested within five (5) business days of the receipt of the Intent to Award and/or No Award notification. Requests for debriefings may be conducted via telephone, email, or during a face-to-face meeting at County Offices in Oroville, CA.
- Respondents that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Director of General Services, 2081 2nd Street, Oroville, CA 95965-3413. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest, citing the law, rule, regulation, or procedure on which the protest is based. Respondent's capabilities, project characteristics and/or pricing features that were not included in the respondent's proposal shall not be introduced during the protest process. **The protest shall be submitted within seven (7) business days after such aggrieved respondent knows or should have known of the facts giving rise thereto or within seven (7) business days following the debriefing.**
- The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the respondent. An error in the submission may

cause the rejection of that submittal. However, the respondent may reissue a new or modified submittal prior to the date and time required for submission.

10) MODEL CONTRACT

The respondent selected shall be expected to execute a contract substantially as the one shown as Exhibit A. However, County reserves the right to substitute Exhibit A, Model Contract with a different template if deemed necessary.

11) DISCLOSURE OF INFORMATION

All information and materials submitted to County in response to this RFP may be reproduced by County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a contract is executed. Bid awards are a matter of public record. Once a contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Respondent's submission of a proposal is considered consent by respondent to County's disclosure of the proposal. County shall not be liable for disclosure of any information or records related to this procurement.

Exhibit A

Model Contract

NAME OF CONTRACTOR HERE

Service Being Provided Here

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE					
Term of This Contract					
Term Begins			Term Completion		
On Following Date				On Following Date	
County Department					
Terms		Basis of Price (Do Not ☒ More Than One of the Following Four Blocks)			
Price	\$	☐ Fixed Price	☐ Annual Price	☐ Monthly Price	☐ Hourly Rate
Not-to-Exceed Price		\$	☐ ☒ if Reasonable Expenses are authorized in addition to Hourly Rate		
CONTRACTOR Contact Information			COUNTY Contact Information		
CONTRACTOR		Project Manager			
Address		Address			
City, State & ZIP		City, State & ZIP			
Telephone		Telephone			
Email		Email			

WHEREAS, COUNTY, through the COUNTY Department identified above, 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 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 (including Exhibit A)
- Attachment II – Insurance Requirements for Professional Services
- Attachment VI – Professional Credentials
- Attachment VII – Business Associate Addendum
- Attachment III – Scope of Work
- Attachment IV – Method and Rate of Payment

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 – Insurance Requirements for Professional Services.

Typed or Printed Name

Signature

Date

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

COUNTY

CONTRACTOR

Bill Connelly Date
Chair, Board of Supervisors

Name Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

APPROVED AS TO FORM
Butte County Counsel

Date

Date

ATTACHMENT I – TERMS AND CONDITIONS

1. **Scope of Work**. The work to be undertaken is identified in 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 shall be reimbursed in addition to the Hourly Rate, provided they are authorized and specified, and both the Hourly Rate and Reasonable Expenses boxes 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 CONTRACTOR. Expenses and/or materials, if stipulated, shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **County Project Manager**. 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, nor is CONTRACTOR a partner or in any way directly affiliated with COUNTY. CONTRACTOR agrees to file tax returns, report compensation, and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership**. COUNTY retains the exclusive right of ownership to the work, products, inventions, and confidential information produced for COUNTY by CONTRACTOR, and CONTRACTOR shall not disclose any information, whether developed by CONTRACTOR or given to CONTRACTOR by COUNTY. The parties agree that COUNTY will own the work, products, inventions or information produced by CONTRACTOR pursuant to this Contract.
6. **Confidentiality**. CONTRACTOR shall comply as follows and in accordance with the required performance of this Contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this Contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person shall publish, disclose, use or permit, or cause to be published, disclosed or used any data, facts, figures, list of persons or any other form of information obtained by CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates, and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands if confidential information concerning any individual made or kept by any public office, officer or department is obtained by CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a tablet or smartphone) may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this Contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
7. **Termination**. This Contract may be terminated by either COUNTY or CONTRACTOR by a 30 day written notice. Authorized costs incurred by 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.
8. **Indemnification**. CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and 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, 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 COUNTY, but excluding liability due to the active negligence or willful misconduct of 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 workers' 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.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY's funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse COUNTY for any liability upon COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this Contract in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this Contract) for a minimum period of three years from the effective date of this Contract, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this Contract is related to a FEMA grant, record retention shall be three years from the date of the Notice of Grant Closeout letter.
11. **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 coverage, limits of coverage, and other insurance requirements as described in Attachment II of this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this Contract shall be valid unless made in writing, and signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants the credentials presented herein Attachment VI – Professional Credentials are authentic, current, and duly granted.
14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants all of CONTRACTOR's work shall 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. Where applicable, CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this Contract, as submitted and stipulated herein Attachment VI – Professional Credentials and make them available for audit upon request by COUNTY.
15. **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 COUNTY 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 for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five 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 COUNTY by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new contracts for essentially the same purpose, shall not be valid beyond the five year limitation unless duly executed by the Chair of the Board of Supervisors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, but not limited to, any nondiscrimination laws. Specifically, by executing this Contract, CONTRACTOR certifies

and affirms that as an individual or entity, he/she complies in good faith, as well as all actions, with the following regulatory requirements:

- a. Nondiscrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps, or age.
- b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
- c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act.
- d. National Labor Relations Board Public Contract Code section 10296.
- e. Domestic Partners – Public Contract Code section 10295.3.
- f. ADA 1990 42 USC section 12101 et seq.

18. **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 Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** COUNTY may terminate this Contract and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, a remedy is not made or does not satisfy the default, COUNTY shall notify CONTRACTOR of the breach and thereby the termination of this Contract. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to COUNTY shall be deducted from any sum due CONTRACTOR under this Contract and the balance, if any, shall be retained by COUNTY.
20. **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.
21. **No Delegation or Assignment.** CONTRACTOR shall not delegate, transfer or assign its duties or rights under this Contract, 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 this 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 CONTRACTOR. COUNTY shall not be obligated to make payment under this Contract until such time that the amendment is entered into.
22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR's employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.
 - a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described in Exhibit A hereto attached. Exhibit A is hereby made part of this Contract by its reference herewith and hereby subjugated to these Attachment I – Terms and Conditions.
 - b. CONTRACTOR understands and will adhere to COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources
3 County Center Drive
Oroville, CA 95965
 - c. CONTRACTOR stipulates by execution of this Contract that he/she has no business or other interest that provides any conflict with the interest of COUNTY in the matters of this Contract. CONTRACTOR recognizes that it is a breach of ethics not to disclose any interest that may be a conflict to COUNTY for the advice of County Counsel on the matter prior to executing this Contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this Contract agrees to act in the best interest of and on behalf of COUNTY and its constituents in all matters, honest, fair, prudent, and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this Contract shall remain in force and effect as a whole separate from and even if any part hereof this Contract is deemed to be invalidated.

25. **No Implied Waiver.** In the event that COUNTY at any point ignores or allows CONTRACTOR to break an obligation under this Contract, it does not mean that COUNTY waives its future rights to require CONTRACTOR to fulfill those obligations.
26. **Entirety of Contract.** This Contract inclusive of all Attachments herein stipulated and made part of this Contract constitutes the entire Contract between these parties.
27. **Electronic Signatures.** Each Party of this Contract agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act [(CUETA) Cal. Civ. Code §§ 1633.1 to 1633.17], for executing this Contract. The Parties further agree the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
28. **Generative Artificial Intelligence (GenAI).** CONTRACTOR shall notify COUNTY in writing if services or any work under this Contract includes or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. CONTRACTOR shall immediately notify COUNTY of any new or previously unreported GenAI technology. At direction of COUNTY, CONTRACTOR shall discontinue the use of any new or previously used GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by COUNTY. Failure of CONTRACTOR to disclose past or present GenAI use to COUNTY may be considered breach of contract by COUNTY at its sole discretion. COUNTY is entitled to seek any and all relief to which it may be entitled as a result of such non-disclosure. COUNTY reserves the right to amend this Contract, without additional cost, to incorporate additional GenAI Special Provisions into this Contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to COUNTY.
29. **ADA Title II Web and Mobile Accessibility Compliance.** CONTRACTOR shall ensure all digital content, products, and services provided under this Contract, including, but not limited to, web content, websites, web-based systems, mobile applications, electronic documents, multimedia content, and any third-party digital materials provided or integrated by CONTRACTOR, comply with Title II of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12131 et seq.), 28 CFR Part 35, and all applicable U.S. Department of Justice regulations. Effective April 24, 2026, all such digital content shall conform to the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, as published by the World Wide Web Consortium (W3C), or any successor standard formally adopted by the U.S. Department of Justice. Compliance shall include accessibility for individuals with disabilities, including those with visual, auditory, physical, speech, cognitive, and neurological disabilities and compatibility with commonly used assistive technologies. CONTRACTOR shall be responsible for the accessibility compliance of all subcontractors, vendors, and third-party platforms used in performance of this Contract. Upon request, CONTRACTOR shall provide COUNTY written assurance, testing results, or other documentation demonstrating compliance. Any accessibility deficiencies identified by COUNTY or required by law shall be promptly corrected by CONTRACTOR at no additional cost to COUNTY and within timelines specified by COUNTY. Failure to meet these requirements shall constitute a material breach of this Contract.

END TERMS AND CONDITIONS

EXHIBIT A

Acknowledgement of Other COUNTY Contracts

List any and all contracts you have with COUNTY agencies. If none, you must stipulate "none." **This cannot be left blank or omitted from the Contract.**

Department	Services Provided	Contract Number	Expiration Date	Amount

END EXHIBIT A

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's Commercial Automobile Liability coverage form CA 00 01.
 - a) Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, 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.
 - b) Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** 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, **\$1,000,000** aggregate.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, 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 COUNTY.

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

- 1)** COUNTY, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of 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, CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees and volunteers shall be excess of CONTRACTOR's 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 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 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 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 COUNTY for all work performed by CONTRACTOR, its employees, agents and subcontractors.

- D. SELF-INSURED RETENTIONS** - Self-insured retentions must be declared to and approved by COUNTY. 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 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 CONTRACTOR's obligation to provide them. 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 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, 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 COUNTY for review.

END INSURANCE REQUIREMENTS

ATTACHMENT VI – PROFESSIONAL CREDENTIALS

CONTRACTOR herein presents the required and essential credentials for performance of this Contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees
Licenses
Certifications
Bonds

END PROFESSIONAL CREDENTIALS

ATTACHMENT VII – BUSINESS ASSOCIATE ADDENDUM

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

Recitals

- A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of this 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 this 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

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.

(a) 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 _____.

(b) 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 COUNTY.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

BUSINESS ASSOCIATE agrees to:

- (a) Not use or disclose PHI other than as permitted or required by this Contract or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Contract;
- (c) Report to COUNTY any use or disclosure of PHI not provided for by this Contract of which it becomes aware, including breaches of unsecured PHI 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 COUNTY, within three 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 PHI. 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 PHI. BUSINESS ASSOCIATE is to contact _____ at _____ 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 PHI.

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 PHI;

(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 PHI 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 PHI in a designated record set available to the individual who is the subject of the PHI or the authorized representative of the individual who is the subject of the PHI, as necessary to satisfy COUNTY's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by 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 PHI or the authorized representative of the individual who is the subject of the PHI, 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 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 PHI as necessary to perform the services set forth in the Scope of Work included in this Contract.

(b) BUSINESS ASSOCIATE may use or disclose PHI as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for PHI consistent with COUNTY's minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose PHI 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 this Contract.

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

(f) BUSINESS ASSOCIATE may disclose PHI for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of 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 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 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 PHI.

(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 PHI, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of PHI 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 PHI.

Permissible Requests by Covered Entity

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose PHI 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 PHI for data aggregation or management and administration and legal responsibilities of BUSINESS ASSOCIATE, if such uses or disclosures are permitted by this Contract.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the effective date of this Contract, and shall terminate concurrent with the termination of this 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 this Contract by COUNTY if COUNTY determines BUSINESS ASSOCIATE has violated a material term of this 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 this Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all PHI received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, that BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the PHI.

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

1. Retain only that PHI 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 PHI that 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 PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the PHI;
4. Not use or disclose the PHI retained by BUSINESS ASSOCIATE other than for the purposes for which such PHI 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 PHI 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 PHI 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 this 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 _____ **– Business Associate**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

END BUSINESS ASSOCIATE ADDENDUM

ATTACHMENT III – SCOPE OF WORK

Unless indicated otherwise herein, CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Duties and Obligations of CONTRACTOR:

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract. State all specific elements of the contract for which specific payment due as objectively as possible. Include deliverables, timelines, any reporting requirements, criteria, schedule, etc.

Duties and Obligations of COUNTY:

COUNTY's obligations may be:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- County does not pay interest or penalties.

END SCOPE OF WORK

ATTACHMENT IV – METHOD AND RATE OF PAYMENT

Rate of Service \$ _____ per hour not to exceed \$ _____. This amount is also identified in the variable information table on page one of this Contract.

Detail whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements, etc.

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If “materials” are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the “house” of the contractor, they will require receipts to be presented with invoice stipulating their charge.

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract’s scope of work it is CONTRACTOR’s responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, CONTRACTOR may not be reimbursed.

NOTE: If detail rate schedules or other documents are appropriate to the Method and Rate of Payment and separate from this Attachment IV they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (whatever the appropriate specific reference). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State any circumstances under which no payment will be made.

State specifically that payments stipulated are the Contractor’s only compensation.

COUNTY shall make payments to CONTRACTOR upon receipt of an approved invoice or Butte County Claim Form (mentioned here by reference only), submitted monthly for services provided during the preceding month. Completed claim forms shall be sent to the Project Manager at the address indicated on page one of this contract in the variable information table.

END METHOD AND RATE OF PAYMENT