

REQUEST FOR PROPOSAL
RFP

Issue date: October 15, 2018 RFP# PSY201810

Title: Psychological Consultation Services

Issuing Agency: Western Tidewater Community Services Board
7025 Harbourview Boulevard
Suite 119
Suffolk, VA 23435

Using agency: Western Tidewater Community Services Board

Where work will be performed: Various sites within WTCSB catchment area

Period of Contract: Three years with two possible one year renewals

Sealed Proposals will be received until November 15, 2018 2:30 p.m. local prevailing time for furnishing the services described herein.

All inquiries for information should be directed to Carol Ellis (757) 966-2805 ext 1417.

PROPOSALS SHOULD BE MAILED OR DELIVERED TO 7025 HARBOURVIEW BOULEVARD, SUITE 119 SUFFOLK, VA 23435. ATTN: PURCHASING.

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Date: _____
By: _____
(SIGNATURE)
Title: _____

FEDERAL ID/SOCIAL SECURITY NO. _____

Telephone No: _____

Contractor ___ does ___ does not consider his/her firm to be a minority owned business.
Contractor ___ is ___ is not certified by the Virginia Department of Minority Business Enterprises.

WESTERN TIDEWATER COMMUNITY SERVICES BOARD
SUFFOLK, VIRGINIA
PSYCHOLOGICAL CONSULTATION SERVICES
REQUEST FOR PROPOSAL # PSY201810

I. **PURPOSE:** The Western Tidewater Community Services Board is responsible for providing appropriate medical treatment for its clients and adequate medical consultation to its clinical staff, therefore, the purpose of this request is to solicit bids to establish one or more contracts through competitive negotiations for the purchase of psychological services for Western Tidewater Community Services Board. Contract for psychological services may be with individual providers or group practice, provided the practice complies with the full specifications of this request for proposal.

II. **BACKGROUND:** The Western Tidewater Community Services Board operating under the Virginia Department of Behavioral Health & Developmental Services (DBHDS) provides services to the residents of the cities of Suffolk and Franklin, and the counties of Isle of Wight and Southampton.

III. **STATEMENT OF NEEDS (SCOPE OF WORK):**

A. General Requirements:

The contractor will furnish suitable Psychological Consultation Services for the Western Tidewater Community Services Board.

B. Specific Requirements:

1. Provide consultation services including:

- a. Psychological evaluations.
- b. Behavior management consultations.
- c. Participate in treatment team meetings.
- d. Consultation services to clinical staff as needed.
- e. Assist in court ordered issues.
- f. Documentation as required by regulations.
- g. Assist in program development as needed.

C. Other Requirements include:

1. The maintenance of all necessary professional licenses and other documents including copies of the following:

- VA license
- Board Certification (if applicable)
- Malpractice Insurance
- Resume/Vitae
- Reference (2)
- Original and two copies of proposal

2. The contractor will provide all transportation to and from the program sites.

3. It is preferred that psychiatrists be Board certified. Services rendered must also be consistent with the Health Regulatory Board Policies and any other relevant policies, guidelines and standards as determined by the Agency.
4. PROFESSIONAL LIABILITY INSURANCE: To provide evidence of individual liability/malpractice insurance coverage for no less than \$1,000,000 in each occurrence. The Contractor will also be covered under purchasing agency's professional liability policy.
5. Provide telephone number(s) where the physician may be contacted for emergency psychiatric consultation and inpatient admission, 24 hours a day, seven days a week when consultant is geographically available.

IV. PROPOSAL PREPARATIONS & SUBMISSIONS

A. General Requirements:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to the RFP.

2. Proposal Preparation:

- A. Proposal shall be signed by an authorized representative of the offeror. All information requested may result in the purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing Agency at its discretion.
- B. Proposals should be prepared simply and economically providing a straight- forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

B. Specific Requirements:

Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete Proposal:

1. The return of this complete RFP, (one original and two copies) signed and completed as required
2. Complete Data Sheet for each Physician to be considered.

V. EVALUATION

A. Evaluation of Proposals shall be based on the following criteria:

1. Knowledge, training and experience of the physician in psychology.
2. Experience in working with multi-disciplinary mental health team.
3. Compliance with the department of health licensing standard and psychology qualifications provided.
4. Willingness and capability to provide quality service.

- B. The Agency reserves the right to accept or reject any Proposal in part or in whole.
- C. Nothing in any resulting contract shall obligate the Agency to purchase any or all services herein listed, or prevent the Agency from entering into similar agreements with or purchase similar services from other providers.

VI. ATTACHMENTS:

Attachment - Individual Provider Data Sheet

Western Tidewater Community Services Board

Psychological Consultation Service

INDIVIDUAL CONTRACTOR DATA SHEET

CONTRACTOR NAME: _____

_____ STREET _____

_____ CITY _____ ZIP CODE _____

TELEPHONE NUMBER(s) _____ / _____ MOBILE NUMBER _____

VA LICENSE NUMBER _____ NUMBER OF YEARS LICENSED _____

BOARD CERTIFICATION _____ YES _____ NO/SPECIALTY AREA _____

DAY(s) AND HOURS AVAILABLE: _____

EXPERIENCE IN PROVIDING PSYCHOLOGICAL CONSULTATION SERVICES:

(Use Evaluation and Award Criteria specified in RFP/Page 4 to complete this section)

PROVIDER STATUS: (Indicate approved Provider numbers for noted insurance companies)

Aetna # _____

Anthem Blue Cross / Blue Shield # _____

- Provider status approved for Anthem Healthkeepers
- Provider status approved for Anthem/Healthkeepers Plus

Sentara # _____

- Provider status approved for Sentara Family Care

Virginia Premiere/Elite # _____ Tricare/WPS# _____

Medicare# _____ Optima # _____

Magellan/Magellan of Virginia # _____

Cigna # _____

United Health Care # _____

VA Medicaid # _____

Life Synch Inc# _____

Other Commercial Insurances (list name and #) _____

CONTRACTOR WILL PROVIDE COPIES OF THE FOLLOWING:

- VA LICENSE FEDERAL DEA NUMBER BOARD CERTIFICATION (If applicable)
- REFERENCE (2) MALPRACTICE INSURANCE MD DEGREE RESUME/VITAE
- ORIGINAL AND TWO COPIES OF PROPOSAL

SIGNATURE OF PHYSICIAN

DATE

INSTRUCTION FOR GROUP PROVIDERS:

- 1) AN INDIVIDUAL CONTRACTOR DATA SHEET WILL BE REQUIRED FOR EACH PHYSICIAN TO BE UTILIZED AS A SERVICE PROVIDER AND WILL BE SIGNED BY THE PHYSICIAN**
- 2) AN APPOINTED REPRESENTATIVE OF THE GROUP MUST SIGN PAGE 1 OF THE RFP**

STATEMENT OF ASSURANCE: THE CRITERIA SPECIFIED IN THE REQUEST FOR PROPOSALS HAS BEEN REVIEWED.

General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the WTCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the WTCSB, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation,. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the WTCSB all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**
1. Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the WTCSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

General Terms and Conditions

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the WTCSB shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the WTCSB for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the WTCSB.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The WTCSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the WTCSB all such information and data for this purpose as may be requested. The WTCSB reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the WTCSB that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The WTCSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the WTCSB.

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O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided

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by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the WTCSB, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the WTCSB may have.
- Q. Omitted.
- R. Omitted.
- S. Omitted.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

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4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia</i> § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror

General Terms and Conditions

employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. Omitted

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. Omitted:

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Business Associate Agreement

GENERAL CONDITIONS

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made as of _____ by the *Western Tidewater Services Board* (herein referred to as "Covered Entity"), with an office at *7025 Harbourview Blvd. Suite 119 Suffolk VA. 23435* and _____ (herein referred to as "Business Associate"), with an office at _____ (Covered Entity and Business Associate are collectively referred to hereinafter as the "Parties," or individually as a "Party").

This Agreement constitutes a non-exclusive agreement between the Covered Entity, which provides mental health, mental retardation and substance abuse services, and the Business Associate named above. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information ("PHI") to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the contractual agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

The Covered Entity and Business Associate, as those terms are defined in 45 C.F.R. § 160.103 of the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"), promulgated by the U.S. Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. Parts 160 & 164, have entered into this Business Associate Agreement to comply with the requirements of the Privacy Rule, as well as to satisfy our duty to protect the confidentiality and integrity of PHI as required by other federal or state law, Department policy, professional ethics, and accreditation requirements.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

A. Definitions

As used in this Agreement, the terms below will have the following meanings:

1. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (g).
2. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501_
3. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

B. Use and Disclosure within Workforce

1. Business Associate shall implement and maintain appropriate safeguards to prevent the use and disclosure of PHI, other than as provided in this Agreement. Upon reasonable request, Business Associate shall give Covered Entity access for inspection and copying to Business Associate's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining Business Associate's compliance with this Agreement.
2. Business Associate must have a confidentiality agreement in place with individuals of its workforce who have access to PHI. Issuing and maintaining these confidentiality agreements will be the responsibility of the Business Associate. Business Associate shall not permit any member of its workforce to use or disclose PHI except those persons who have received privacy training in PHI and who have signed an agreement to hold the information in confidence.

C. Disclosure to HHS

1. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of HHS, or his or her designee, for purposes of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall provide Covered Entity with copies of any information it has made available to HHS under this section of this Agreement.

D. Access and Amendment to PHI

1. **Right of Access.** Upon written request from Covered Entity, Business Associate shall make an individual's PHI available to Covered Entity within fifteen (15) days of an individual's request for such information as notified by Covered Entity.
2. **Right of Amendment.** Upon written request from Covered Entity, Business Associate shall make PHI available to Covered Entity for amendment and correction within thirty (30) days of notification by Covered Entity and shall incorporate any amendments or corrections to PHI.

E. Accounting of Disclosures

At the request of Covered Entity, Business Associate shall produce an accounting of any disclosures of PHI it makes (including the date made, the name of the person or organization receiving the PHI, the recipient's address, if known, a description of the PHI disclosed, and the reason for the disclosure). Business Associate shall, within thirty (30)

F. Term

The term of this Agreement shall commence on [REDACTED] or such other date as federal law, or regulations promulgated by IHS shall set as the date upon which compliance with the Privacy Rule is required (the "Effective Date"), and shall continue until terminated as provided hereunder.

G. Notices

All notifications required under this Agreement should be sent through first class mail to:

Privacy Officer, *Cheryl Collier*

Western Tidewater Community Services Board

7025 Harbour View Blvd

Suite 119

Suffolk, VA 23435

H. Responsibilities of Business Associate

A. Use and Disclosure of PHI.

1. Business Associate shall not use PHI other than as expressly permitted by this Agreement, or as required by law.
2. Business Associate may use and disclose PHI, including disclosures to third-parties, where necessary to perform Designated Functions on behalf of Covered Entity.
3. Business Associate may use PHI in its possession for its own proper administration and to fulfill any present or future legal responsibilities.
4. Business Associate may disclose PHI in its possession, including disclosures to third-parties, for its own proper management and administration and to fulfill any present or future legal responsibilities if:
 - a) The disclosure is required by law; or
 - b) Business Associate receives reasonable assurance from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person.

B. Disclosure to Third-Parties: Business Associate shall ensure that any agents and subcontractors to whom it provides PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) agree in writing to the same restrictions, terms, and conditions relating to PHI that apply to Business Associate in this Agreement

days of Covered Entity's request, make the accounting available to Covered Entity, as needed for Covered Entity to provide a proper accounting of disclosures to its consumers, as required by 45 C.F.R. § 164.528_

- C. **Reporting Violations:** Within thirty (30) days of discovery, Business Associate shall report to Privacy Officer of the Covered Entity any use or disclosure of PHI made in violation of this Agreement or any law. Business Associate shall implement and maintain sanctions for any employee, subcontractor, or agent who violates the requirements in this Agreement or the HIPAA privacy regulations. Business Associate shall take steps to mitigate any harmful effects of any such violation of this Agreement.

I. Termination

Covered Entity may immediately terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of this Agreement. This Agreement may also be terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement before the effective date of termination. Within thirty (30) days of expiration or earlier termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form and retain no copies of such PHI. Business Associate shall provide a written certification that all such PHI has been returned or destroyed, whichever is deemed appropriate. If such return or destruction is infeasible, Business Associate shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such PI-11.

J. Modification or Waiver

This Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

K. Amendment

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to the Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the

parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

L. Governing Law: Venue

This relationship shall be governed by federal law and the laws of the Commonwealth of Virginia. Exclusive venue for any dispute arising hereunder shall be resolved in the courts of the Commonwealth of Virginia.

M. Severability

If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the validity of any other clause or provision shall not be affected and the remainder of this document between the parties shall remain in full force and effect. Each of the provisions shall be enforceable independent of any other provision and independent of any other claim or cause of action.

No Third-Beneficiaries: This Agreement is solely between and for the benefit of the Parties hereto: This Agreement is in no way intended to confer any rights benefits, or obligations to or on any third party.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

Covered Entity

Business Associate

For: Western Tidewater CSB

For: _____

BY: _____

BY: _____

Print Name: Demetrios Peratsakis PD, MS, LPC

Print Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____