

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: GENOA HEALTHCARE, LLC	DATE ISSUED:	NOVEMBER 25, 2019
3140 NEIL ARMSTRONG BOULEVARD	CONTRACT NO:	20-224-R
EAGAN, MN 55121	CONTRACT TITLE:	TELEHEALTH PSYCHIATRIC SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of COMMONWEALTH OF VIRGINIA CONTRACT NO. 720-4723-01 including any attachments or amendments thereto.

EFFECTIVE DATE: MARCH 24, 2020

EXPIRES: NOVEMBER 30, 2021

RENEWALS: FOUR (4), ONE (1) YEAR RENEWAL OPTIONS FROM DECEMBER 1, 2021 THROUGH NOVEMBER 30, 2025

COMMODITY CODE(S): 7158430, 9186700

LIVING WAGE: N

ATTACHMENTS:

COMMONWEALTH OF VIRGINIA CONTRACT NO. 720-4723-01 IS HEREIN INCORPORATED BY REFERENCE

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: SALLY JACKSON **VENDOR TEL. NO.:** (412) 421-7121

EMAIL ADDRESS: SJACKSON@GENOAHEALTHCARE.COM

COUNTY CONTACT: ELA BLEADOWSKI (BHD, MANAGEMENT & BUDGET SPECIALIST) **COUNTY TEL. NO.:** (703) 228-5004

COUNTY CONTACT EMAIL: EBLEADOWSKI@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION



Title Buyer

Date March 24, 2020



COMMONWEALTH of VIRGINIA

MIRA E. SIGNER
ACTING COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, VA 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

STANDARD CONTRACT

Contract Number: 720-4723-01

This contract entered into this 11th day of **November 20, 2019**, by **Genoa Healthcare** hereinafter called the "Contractor" and Commonwealth of Virginia, **Department of Behavioral Health and Developmental Services (DBHDS)** called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From **Date of Award** through **November 30, 2021**.

The contract documents shall consist of:

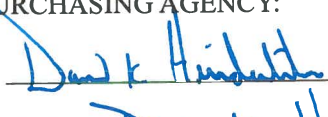
1. This signed form;
2. The following portions of the Request for Proposal dated February 14, 2019:
 - a. The Statement of Needs,
 - b. The General Terms and Conditions,
 - c. The Special Terms and Conditions,
 - d. Attachment E – Business Associate Agreement
3. The Contractor's Proposal dated April 11, 2019 and Attachment A – Negotiated Points to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: 

By: 

Printed Name: Mark Peterson

Printed Name: Dawn K. Hinderliter

Title: Chief Executive Officer

Title: Director, PAS

Date: 11/18/19

Date: 11/25/19

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF

BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

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Mira E. Signer
Acting Commissioner

BUSINESS ASSOCIATE AGREEMENT

Contract Number: 720-4723-01

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

THIS BUSINESS ASSOCIATE AGREEMENT is made as of November 11, 2019, by the Department of Behavioral Health and Developmental Services (herein referred to as "Covered Entity"), with an office at 1220 Bank Street, Richmond, VA 23219 and Genoa Healthcare, LLC (here in referred to as "Business Associate"), a corporation, department or other entity with an office at 3140 Neil Armstrong Blvd, Suite 110, Eagan, MN 55121.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the "Agreement") constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

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

- I. Definitions:** As used in this contract, the terms below will have the following meanings:
 - a. 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 agreement, shall mean Genoa Healthcare, LLC.
 - b. 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 agreement, shall mean Department of Behavioral Health and Developmental Services.
 - c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - d. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- II. Obligations and Activities of Business Associate:**
 - a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
 - b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at 45 C.F.R. 164.410.
 - d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
 - e. Report to the Covered Entity any security incident of which it becomes aware.

- f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

III. General Use and Disclosure Provisions:

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Request by Covered Entity:

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Termination:

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until 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 this Agreement before the effective date of termination.

VII. Effect of Termination:

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. 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, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. 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.

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

FOR: Department of Behavioral Health and
Developmental Services

BY: Don K. Handberg

DATE: 11/25/19

FOR: Genoa Healthcare, LLC

BY: Mark Peterson

DATE: 11/18/19