



CORTLAND COUNTY

REQUEST FOR PROPOSAL

FOR

CONSULTANT FOR

CONSOLIDATED PLAN FOR CORTLAND COUNTY

CC MMS RFP 04-14

Any request and proposals shall be sent to:

Clerk of the Legislature
Cortland County Office Building
60 Central Avenue
3rd Floor, Room 312
Cortland, New York 13045

Request for Proposal
Consolidated Plan for Cortland County
2014

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PART I

1. REQUEST FOR PROPOSAL

Signed, written proposals for a Consolidated Plan for Cortland will be received by the Clerk of the Legislature, Cortland County Office Building, Central Avenue, 3rd Floor, Room 312, and Cortland, New York 13045 on or before September 3, 2014 at 4:00 p.m.

Copies of the Request for Proposals and scope of work may be obtained from the Clerk of the Legislature at the above address, or by calling 607-753-5049. The County of Cortland, a tax exempt municipality, reserves the right to reject any and all proposals.

All formal inquiries regarding this proposal shall be directed in writing to Clerk of the Legislature. They may be faxed to 607-753-5049 or e-mailed to jboylan@cortland-co.org. All written inquiries received will be responded to in writing within 3 business days of receipt. No written inquiries will be considered if received less than five business days prior to the deadline for submissions.

Subsequent to the award, the successful firm will be required to execute a standard Cortland County contract prior to the performance of any work or payment received. The contract will commence on the day of execution and expire at the end of the period stated in contract.

2. BACKGROUND/DESCRIPTION

Cortland County is located in a geographic center of New York State, mid-way between the City of Binghamton to the south and Syracuse to the north. The County is 502 square miles consisting of 19 municipalities, including fifteen towns, three villages and one city. The topography of County consists of small mountains, rolling hills, gentle valleys and small lakes and streams. The primary waterway is the Tioughniga River which flows southward from the County's northern border eventually flowing into the Susquehanna River. The City of Cortland, the County largest municipality is located in the western-central portion of the County. Most development is located in and around the City with the communities to the north, east and south of the City being primarily rural. Interstate 81 bisects the County, following the route of the Tioughnioga River, and is the major north/south route through the County.

3. SCOPE OF SERVICES:

Cortland County requests proposals for a Consolidated Plan for Cortland County in accordance with the procedures identified in Part 91, Subpart C of the New York State Housing and Urban Development regulations.

The consultant will serve under the direction of the Cortland County Planning Department and shall be responsible for developing a Consolidated Plan for Local Governments, as identified in Part 91, Subpart C, of the HUD Regulations. The Citizen's Participation requirements, as identified in Part 91, Subpart B, will so be followed.

4. CONSOLIATED PLAN INFORMATION

The Consolidated Plan should include the following:

- I. Introduction
 - A. Lead Agency/Entity
 - B. Process to Develop and Citizen Participation
 - C. Participants/Consultants
 - D. Background/History of Community
- II. Housing and Homeless Needs Assessment
 - A. General (housing needs)
 1. Housing data on census and other
 2. Number and Type of Families in Need of Housing Assistance
 - a. Define Substandard
 - b. Disproportionate Need for Racial/Ethnic Group

- B. Rental Housing
- C. Owner Occupied Units
- D. Accessible Housing
- E. Student Housing
- F. Non profit owned units
- G. Senior Housing
- H. Homeless Needs – Nature and Extent of Homelessness
- I. Number not Homeless but Require supportive housing (other special needs)
- J. Lead-based Paint Hazards
- K. Radon Hazards
- L. Institutional Population

III. Housing Market Analysis

- A. General – Jurisdictions Housing Market
 - 1. supply, demand, condition, and cost of housing stock
 - 2. concentrations of Minorities/Low Incomes
 - 3. Historical- changes since adoption of current plan
 - 4. new housing development trends
 - 5. barriers to new housing development
 - 6. Map of above
- B. Public and Assisted Housing
 - 1. Number of Public Housing Units, Condition, Needs
 - 2. Number of Targeting of Units Assisted by Local, State, or Federal Programs.
 - a. number expected to be lost
- C. Rental Housing/Owner Occupied Units
 - 1. Number of Rental Housing Units
 - a. Vacancy rates
 - 2. Number of Owner Occupied Units
 - a. Number and price range of Single Family Units available for sale
- D. Accessible Housing
 - 1. Number of Accessible Units
 - a. Vacancy rates
- E. Student Housing
 - 1. Number of Student Housing Units
 - a. Vacancy rates
- F. Senior Housing
 - 1. Number of Senior Housing Units
 - a. Vacancy rates
- G. Homeless Facilities
 - 1. Inventory of Facilities and Services
- H. Special Needs
 - 1. Describe Facilities and Services for those requiring supportive housing

- I. Barriers to Affordable Housing
- IV. Strategic Plan
- A. General
 - 1. Priorities for Allocating Investment Geographically
 - 2. Basis for Assigning Priority
 - 3. Obstacles to Meeting Under-served Needs
 - B. Affordable Housing
 - 1. Priority Housing Needs Table
 - 2. Basis for Assigning Priority
 - 3. Statement of Objectives
 - 4. Proposed Accomplishments – Number Provided Assistance Over a Specified Time Period
 - C. Rental Housing/Owner Occupied Units
 - 1. Priority Rental Housing Needs Table
 - 2. Priority Price Range Needs of Single Family Units available for sale
 - D. Accessible Housing
 - 1. Priority Accessible Housing Needs Table
 - E. Senior Housing
 - 1. Priority Senior Housing Needs Table
 - F. Homelessness
 - 1. Priority Homeless Needs Table
 - 2. Description of Homelessness Objectives
 - G. Other Special Needs
 - 1. Priority housing and Supportive Services needs of non-homeless with supportive services needs.
 - H. Non-housing Community Development Plan
 - 1. Table
 - I. Barriers to Affordable Housing
 - 1. Strategies to remove negative effects of public policies that serve as barriers to affordable housing.
 - J. Lead-Based Paint
 - 1. Describe actions to evaluate and reduce lead hazards
 - K. Radon Hazards
 - 1. Describe actions to evaluate and reduce Radon hazards
 - L. Anti-Poverty Strategy
 - 1. Goals, Programs, and Policies for Reducing Poverty Level Families
 - M. Institutional Source
 - 1. Explain structure for carrying plan
 - 2. Assess strengths and gaps in delivery system
 - 3. What will be done to overcome gaps
 - N. Coordination of Housing, Social Service Providers and Government
- V. Action Plan

- A. Activities to be undertaken
 - 1. Implementation of Plan –who, what and when
- B. Resources from Federal and Non-Federal Sources
- C. Coordinated Plan with Business Development and Cortland County Chamber of Commerce
- D. Changes from prior Consolidated Plan
- E. Zoning and Tax Base Changes

5. FEES, EXPENSES AND TERMS.

- This contract is open to proposal negotiation.
- Consultant should describe in detail their proposed method to Cortland County.
- Cortland County reserves the right to reject any and all proposals.

6. SELECTION CRITERIA

- Cortland County will assess each proposal based on the following weighted criteria:
 - a) Past and current relevant contract experience
 - b) References
 - c) Responsiveness to this RFP and overall quality of submission and proposed scope of services
- Other specialized qualifications possessed by the consultant that will benefit the Consolidate Plan for Cortland County
- Cortland County reserves the right to select the proposal that it deems to be in its overall best interest. It further reserves the right to reject any and all proposals submitted if it is determined by Cortland County to be in its best interest to do so.

7. RFP FORMAT

- Submitted proposals should specify the following information:

Scope of work to be completed by the consultant

- Additional information to be contained in proposals should include, but may not be limited to:

- a) Number of years established as a consulting firm and any former company names
- b) List of other contracts currently in place and location.
- c) List of references.
- d) Required legal certifications and assurances as required by the NY State Department of Housing and Urban Development.
- e) Minority and/or Women Owned Business Certification, if applicable
- f) Affirmative Action Statement, EEO Policy Statement, and Description of Legal Status of the Entity Submitting the Proposal (i.e. Corporation, Joint Venture)

8. APPEALS PROCESS

- a) Cortland County reserves the right to postpone bid openings for its own convenience.
- b) Changes to the specifications will be made by addendum
- c) Cortland County reserves the right to schedule a pre-bid and/or pre-proposal meeting(s) with contractors after the solicitation has been offered and before offers are received. This, however, does not relieve contractors from the written, documented requests required by paragraphs (d) and (g) below.
- d) Requests for approved equals, clarification of specifications and protests of specifications must be received by Cortland County in writing, on the attached form, not less than 30 days before the date of scheduled bid opening. Any requests for any approval equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for approved equal must be submitted with the request for approved equal.
- e) Any approvals of equals or exceptions to the specifications shall be sent to all prospective bidders.

- f) Cortland County replies to requests under paragraph (d) above will be postmarked at least ten (10) days before the date scheduled for bid opening.
- g) Pre-Proposal Opening Appeal or Protest: Appeal or protest of the decision of Cortland County by a prime contractor or by an adversely affected subcontractor must be in writing and received by Cortland County not less than (3) full working days before bid opening or it will not be considered. Within five days of receipt of the appeal, Cortland County will render one of the following determinations listed in paragraph (i)
- h) Pre-Post Opening Appeal or Protest: An appeal or protest of the decision of Cortland County by a prime contractor or by an adversely affected subcontractor must be in writing and received by Cortland County not less than twenty four hours before the scheduled time and date for the award of a contract. Within five days of receipt of the appeal, Cortland County will render one of the determinations listed in paragraph (i):
- i) Ruling on Appeals or Protest: Within five days, Cortland County shall render one of the following determinations:
 - 1. Appeal or protest is overruled;
 - 2. Appeal or protest is substantiated and instructions will be issued to remedy issues related to the appeal or protest;
 - 3. Procurement activity is suspended until written notification by Cortland County
 - 4. The Federal Transit Administration will be kept informed of any protests through New York State Department of Transportation in accordance with applicable procedures outlined in FTA Circulars 9040.IF and 4220.IF.

9. CONFLICT OF INTEREST

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

No member, officer, or employee of Cortland County or other local public body, during the tenure or for one year thereafter, shall have any interest, direct or indirect, from this contract or the proceeds thereof.

10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) and WOMEN BUSINESS ENTERPRISE (WBE)

It is policy that disadvantaged business enterprise as defined by 49CFR Part 23 shall have maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement. It is therefore agreed that disadvantaged business enterprise as defined in 49 CFR Part 23 will be afforded maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps on accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

PART II

Exhibit A

11. CORTLAND COUNTY STANDARD CONTRACT LANGUAGE

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2014, by and between the **COUNTY OF CORTLAND**, New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and _____, (the "CONTRACTOR"), with offices located at _____.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning _____, 2014 and ending _____, 2015.

ARTICLE 3. ACORTLAND COUNTYEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR \$ _____ within its normal payment period.

ARTICLE 4. CONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage, and Unemployment Insurance.
- (D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (E) Unemployment Insurance Benefits as required by statute.

The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY and its officers, employees, agents and representatives as additional insured.

Notice of termination of any such policies must be provided to the COUNTY at least thirty (30) days in advance. CONTRACTOR shall, on or before this 30 day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

The CONTRACTOR shall furnish the above insurance to the COUNTY and shall also name the COUNTY OF CORTLAND as an additional insured in said policies.

Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (A) That he/she/it is financially solvent and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (B) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The COUNTY shall have the right to stop work or terminate the Contract if:

- (A) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (B) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (C) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (D) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (E) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (F) The CONTRACTOR violates any provision of the Contract;
- (G) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.

- (H) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (I) COUNTY may terminate if the contract is not funded.

ARTICLE 8. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit.

ARTICLE 10. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 11. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 12. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York.

There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 13. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 14. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR:

To the COUNTY:

Chair of the Legislature
County of Cortland
60 Central Avenue
Cortland, New York 13045

ARTICLE 15. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 16. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 17. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 18. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 19. RECORDS RETENTION AND AUDIT

The CONTRACTOR agrees to retain all books, records and/or other documents relevant to this Agreement for six (6) years after the expiration or termination of this agreement or six (6) years after final payment, whichever is later, unless otherwise agreed to by the parties in writing. New York State auditors and/or any other persons duly authorized by the COUNTY shall have full access to and the right to examine any of the above-mentioned documents during the above-stated time period.

ARTICLE 20. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

ARTICLE 21. PRIVACY AND SECURITY (HIPAA)

**(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES
WHICH RELATE TO MEDICAL RECORD-KEEPING)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as “**Exhibit B**”.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____

Cortland County Legislature

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACTOR
(name of company)

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit B

12. PRIVACY AND SECURITY (HIPAA)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall

not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY’s request.
6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from

CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.

7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
 8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
 9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.
- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services ("HHS") or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR's activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR's policies and procedures to be

“adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.

- (J) COUNTY, through the appropriate Department will:
 1. provide CONTRACTOR with its Privacy Notice;
 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and
 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.
- (L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information
- (M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)