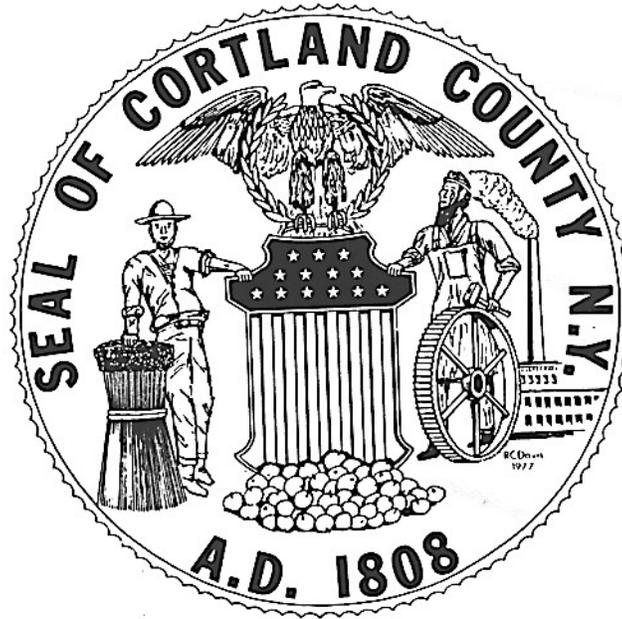


**CORTLAND COUNTY
EMERGENCY RESPONSE & COMMUNICATIONS**



Request for Proposals

**Consultant to Evaluate Cortland County Comprehensive
Emergency Management Plan and Develop and Guide
Emergency Management Exercises**

Scott Roman, Director
Cortland County Emergency Response & Communication

Release Date: June 13, 2014

Due Date: July 11, 2014

Request for Proposals (RFP)

1.0 Overview

Cortland County is seeking proposals from qualified consultants to evaluate the County's Comprehensive Emergency Management Plan (CEMP) as well as develop and guide emergency management exercises. . The consultant will evaluate the current plan and will assist in updating the plan to ensure compliance with County, State and Federal requirements related to emergency planning. All assessment, evaluation, and development will be completed in conjunction with the review team, the Cortland County Judiciary & Public Safety Committee and relevant stakeholders.

The primary responsibility for responding to emergencies rests with the local governments of towns, villages and cities, and with the Chief Elected Official. The Chairman of the Cortland County Legislature, as Chief Elected Officer, has the authority to direct and coordinate County disaster plans. The Cortland County Legislature has assigned to the Cortland County Department of Emergency Response & Communications the responsibility to coordinate all emergency management activities of the County. The County utilizes the National Incident Management System (NIIIMS) Incident Command System (ICS) to respond to and manage all emergencies requiring multiagency response. ICS is a management tool for the command, control, and coordination of resources and personnel in an emergency. The Cortland Sheriff's Department is an active participant in assisting the County's Emergency Response & Communication Director to ensure that the Sheriff's plans are an effective part of the County's plans.

2.0 RFP Time Line

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|---|-------------------|
| Availability of RFP | June 13, 2014 |
| Deadline for questions to be submitted to County | June 27, 2014 |
| Response issued to any questions submitted | July 3, 2014 |
| Due Date for Proposals | July 11, 2014 |
| Anticipate selection and tentative award notification | July 25, 2014 |
| Transmittal and recommendation to JPS Committee | August 14, 2014 |
| Transmittal and recommendation to County Legislature | August 21, 2014 |
| Approval by County Legislature anticipated | August 28, 2014 |
| Contract Start Date anticipated | September 1, 2014 |

The dates shown above may be subject to change but only upon written modification by Cortland County with notification to all interested parties.

3.0 Scope of Services

3.1 Consultant Services and Products

The consultant will reevaluate the current CEMP format, revise current content as needed, and add content necessary to address the needs of Cortland County. The consultant will be expected to provide project management to track progress, provide interim documents, solicit County input, and solicit stakeholder input within agreed upon timeframes. The consultant will provide a revised Cortland County CEMP that will be the property of Cortland County. The provided CEMP will be in Word format such that Cortland County will retain the ability to directly update the provided document. The document will become the property of Cortland County.

3.2 Description of Consultant's Services:

The services required of the consultant will be an evaluation of CEMP to include a revised CEMP and a written report documenting findings that, at a minimum, address the following:

- a. Solicitation of input from key internal and external County stakeholders
- b. Evaluate and assess the County's CEMP for compliance with current Federal, State and local guidance, including but not limited to the County's proposed Building Security Plan
- c. Evaluate the format of the current CEMP and make recommendations for improvement to ensure conformity with New York State Office of Emergency Management guidelines and consistency with County's new interoperable communications system and Building Security Plan
- d. Evaluate current CEMP annexes for effectiveness and necessity
- e. Make recommendations for improvements and additions to annexes
- f. Provide a written summary document of findings and recommendations (written report)
- g. Produce a reformatted CEMP that incorporates evaluations and assessment of current plan (revised CEMP)
- h. Produce reformatted annexes as necessary to properly incorporate them into the reformatted CEMP
- i. Provide reformatted CEMP in digital format that allows the County to adjust and make corrections to ensure that the document remains current
- j. Provide technical writing as necessary to complete the document
- k. Reformatted plan should address preparedness plan, evacuation procedures for specific instances, response plan, and recovery plan

- l. Produce desktop or flip chart Emergency Procedures Manuals for use by all employees to dictate the actions to take in specific instances should emergency situation arise, including but not limited to: whom to call, building lockdowns, evacuations, fire emergencies, bomb incidents, active shooter, criminal incidents, other general threats, and other emergency situations.
- m. Identify, recommend and assist with scheduling and administration of training opportunities to include both table-top and functional HSEEP complaint exercises in accordance with the programmatic objectives detailed in grant contracts between the County and the NYS Department of Homeland Security and Emergency Services

A final report on findings will include an evaluation of the CEMP's compliance with NYS Office of Emergency Management guidelines. In addition, an updated CEMP will be provided, in Word format, which incorporates recommended and approved changes.

4.0 General Information:

Proposals must be postmarked or received by the County no later than July 11, 2014. Consultants must submit ten (10) complete copies of the proposal. Proposals are to be submitted to:

Scott Roman, Director
Cortland County Emergency Response & Communication
54 Greenbush Street; Suite 201
Cortland, NY 13045

E-mail: sroman@cortland-co.org
Phone: (607) 753-5064
Fax: (607) 756-8457

All questions related to this RFP must be submitted in writing, preferably by email to Scott Roman. All questions and County responses will be shared with all who have indicated intent to submit a proposal and have provided an e-mail address. The County may amend this RFP upon notification to all potential vendors and the amendment will be provided to consultants who have provided an email address and will be posted on the County's website.

The consultant selected by the County will be required to enter into a written contract with the County. Attachment A consists of the County's standard Professional Services Agreement (PSA). The consultant's response to this Request for Proposals (RFP) indicates its acceptance of the terms of the agreement except as indicated in the proposal.

The fee amount agreed upon by the County and the consultant will compensate the consultant selected for professional services, expenses, overhead, and profit. The fee amount and disbursement schedule will be set forth in the PSA and upon execution of that agreement by the parties; in no event will the sum disbursed by the County exceed that amount unless agreed to in writing in a manner required by law and by the County.

The selection of the consultant is within the County's sole discretion and no reasons for rejection or acceptance of proposals are required to be given.

There will not be a mandatory pre-proposal conference/ meeting of interested vendors/consultants, however, should you have any questions concerning this RFP they should be submitted to Scott Roman no later than 4:00 pm Eastern Standard Time on June 27, 2014.

Consultants should provide sufficient information in the written proposals to enable the review team to form a recommendation. The County may request additional information from potential vendors as necessary to assist the County in evaluating the proposal. The County reserves the right to invite any or all respondents to an interview to explore further the possibility of an engagement. Participation in an interview upon such an invitation would be voluntary. Any expenses resulting from such an interview would be the sole responsibility of the consultant.

The proposal and all materials submitted with the proposal shall become the property of the County, and will be subject to the NYS Freedom of Information law. Any proprietary information should be submitted with the proposal must be clearly identified and a request to keep such information confidential must be submitted.

The issuance of this RFP constitutes an invitation to submit a proposal. The review team will make a recommendation to the County Legislature regarding the selection of a consultant. The County is under no obligation to select any of the responding consultants or to conduct the project described herein. This RFP may be withdrawn by the County for any reason and the County shall have no liability for any costs incurred in preparing a proposal.

The County does not discriminate in any aspect of contracting on the basis of age, race, color, national origin, creed, disability, marital status, sex or sexual orientation.

5.0 Proposal Content:

The proposal should provide the following information:

- a. Company/consultant background and experience providing similar work, to include information about presence in Cortland County or M/WBE certification and/or any collaborative relationships with other firms that are to be involved in this project.
- b. Names, resumes, and roles of staff who will be involved in this project.

- c. Names, resumes, and roles of sub-contractors, associates, or any non-employees who will be involved with this project.
- d. The name and resume of the consultant's lead person for the project.
- e. Personnel background and experience providing similar work specifically identifying FEMA and DHSES certifications in the area of exercise design and evaluation.
- f. Company/consultant expertise in evaluating and writing Emergency Management Plans for Municipalities within New York State.
- g. Sample of similar work provided for a NYS municipality, police department, or fire department.
- h. Staff salaries, detailing title, and hourly rate.
- i. Documented evidence of consultant's capacity to perform similar work, including references, contact names, and phone numbers.
- j. A project narrative that describes the consultant's understanding of the County's needs and the value the consultant will bring.
- k. Methodology the consultant will use to insure the results will meet expectations. The proposal must specify details relating to items outlined in Scope of Services.
- l. Proposed time line for review and report completion.
- m. An itemized budget including staff hours, billing rates, and estimated direct expenses by specific item.

6.0 Evaluation Criteria:

Proposal will be evaluated based upon the following criteria:

- a. Personnel and/or Company experience in providing technical writing
- b. Personnel and/or Company experience in evaluating CEMP's for Municipalities
- c. Personnel and/or Company experience in writing CEMP's for Municipalities within NYS Office of Emergency Management guidelines
- d. Qualitative review of submitted examples of similar work
- e. Qualitative review of submitted time line
- f. Review of references
- g. Cost to the County
- h. Availability of vendor to begin the project at the earliest mutually agreeable time

ATTACHMENT "A"

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 _____, 2014.

ARTICLE 3. ACCEPTANCE 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.

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 which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured.

Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance. CONTRACTOR shall, on or before this 10-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.

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:

Chairman 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 _____".

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 _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael R. Park**, 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) ss.:

On this _____ day of _____, 20____, 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 _____

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.)