



County of Solano
Health and Social Services Department

Amendment 1

Request for Proposals
for

**Case Management for Pregnant and Parenting Teens
in the Cal-Learn Program**

FINAL SUBMISSION DATE:

February 16, 2010, 4:00 PM (PST)

Health and Social Services



Mental Health Services
Public Health Services
Substance Abuse Services
Older & Disabled Adult Services
Employment & Eligibility Services
Children's Services
Administrative Services
275 Beck Avenue, MS 5-200
PO Box 4090
Fairfield, CA 94533

January 6, 2010

Pursuant to Request for Proposal (RFP) Case Management for Pregnant and Parenting Teens in the Cal-Learn Program, Attachment D Special Terms and Conditions, the County of Solano has amended this RFP as follows:

The County has added additional forms for signature requirements in Special Terms and Conditions on page 35 (Attachment D Special Terms and Conditions) to include:

1. Adult Abuse Reporting Requirements (Exhibit D1)
2. Child Abuse Reporting Requirements (Exhibit D2)
3. Drug-Free Workplace Certification (Exhibit D3)
4. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Certification (Exhibit D4)
5. Confidentiality and Access to Computer System Certification (Exhibit D5)

Please sign Exhibit D1 through D5 and return with your proposal. (Attachments 1-5)

All other terms and conditions and other requirements contained in the RFP remain unchanged. Also, complete the amendment acknowledgement letter (attachment 6) and return with your proposal. Failure to include the amendment acknowledgement letter with proposal may render it non-responsive and may be rejected by the County.

The County of Solano thanks you for your expressed interest in its RFP and looks forward to your proposal.

Respectfully,

Christine Taylor Westdyk

Christine Taylor Westdyk
RFP Coordinator

Attachments:

1. Exhibit D1
2. Exhibit D2
3. Exhibit D3
4. Exhibit D4
5. Exhibit D5
6. Amendment acknowledgement confirmation letter

EXHIBIT D1

SOLANO COUNTY

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions: Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|--|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution including foster homes and group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility, including adult day health care facilities | 21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties |
| 11. Regional center for persons with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Name: _____

Signature: _____

Title: _____

Date: _____

Supervisor's Name: _____

Signature: _____

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EXHIBIT D2
SOLANO COUNTY
CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, non medical practitioner, or employee of a child protective agency who has knowledge of; or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

A full copy of Penal Code section 11166 has been provided to me.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

Name: _____

Title: _____

Date: _____

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EXHIBIT D3
SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(Rev-09/01/94)

Insert Contractor Name

The contractor or grant recipient named above hereby certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a.) The dangers of drug abuse in the workplace;
 - (b.) The person's or organization's policy of maintaining a drug-free workplace;
 - (c.) Any available counseling, rehabilitation and employee assistance programs; and
 - (d.) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a.) Will receive a copy of the company's drug-free policy statement; and
 - (b.) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

TITLE

DATE EXECUTED

EXECUTED IN THE COUNTY OF SOLANO

CONTRACTOR OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

RETURN THIS PAGE WITH RFP RESPONSE

EXHIBIT D4

SOLANO COUNTY

HIPAA BUSINESS ASSOCIATE CERTIFICATION

45 C.F.R. Parts 160-164

 Insert Contractor Name

The Contractor or grant recipient (hereinafter "Contractor") named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
 - (a) For functions and activities on the County's behalf;
 - (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - (c) As required by law.
 - (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
 - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
 - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
 - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
 - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.
15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.

16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax ID Number

RETURN THIS PAGE WITH RFP RESPONSE

EXHIBIT D5

SOLANO COUNTY

CONFIDENTIALITY AND ACCESS TO COMPUTER SYSTEM CERTIFICATION

Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Services Manual Policies and Procedures and following:

Insert Contractor Name

The Contractor acknowledges and agrees to the following provisions pertaining to client confidentiality and the use of the Solano County ("County") California Work Opportunity and Responsibility to Kids Information Network ("CalWIN") system.

1. CONFIDENTIALITY

A. Pursuant to Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Service Manual of Policies and Procedures, this Certification acknowledges the need for sharing confidential information directly related to the administration of the public social services as outlined in Exhibit A. No other use or disclosure is permitted unless required by law.

B. Contractor certifies that all persons who have access to client information will comply with the provisions of Welfare and Institutions Code section 10850 and Division 19 of California Department of Social Services Manual of Policy and Procedures to assure that all records concerning individuals in receipt of public social services are CONFIDENTIAL and shall not be open to examination, publication, disclosure or use not directly connected with the administration of such public social service. Disclosure of any information that identifies, by name, address, or any other identifying information (e.g. Social Security Number, birth date) any applicant for or recipient of grants-in-aid or services is prohibited.

C. Contractor understands there are criminal penalties for release or use of client information for any purpose other than stated in this Certification.

D. (1.) Contractor understands and agrees that these provisions shall survive any termination or expiration of this Certification.

(2.) Contractor and Contractor's employees are bound by the terms of this Certification even after termination of employment.

E. Contractor agrees to require its current or future employees who are designated to have access to County information system to complete a CalWIN Access Request Form. Contractor must provide an executed form to County prior to the issuance of a security access password to the employee.

F. Contractor will provide training to its employees in such topics as privacy, security and confidentiality prior to granting access to the information system.

G. Contractor agrees to provide verbal notification to County of a privacy or security breach within 24 hours and a written incident report to County within 72 hours. Notification shall be made to the Deputy Director for Employment & Eligibility Services and the CalWIN Manager.

H. Contractor agrees to cooperate with County in any investigation related to any incident(s) involving improper use of client information or services provided under the Contract.

2. ACCESS

A. Access is based upon the contracted service(s) provided by the Contractor. CalWIN access will be limited to only the screens that contain information required to perform contracted duties.

B. County, in its sole discretion, may change access levels during the term of this Certification and documented in writing.

C. Access to CalWIN will be allowed only for Contractor's staff, who have signed and submitted a CalWIN Access Request Form. Passwords are confidential, and cannot be shared with anyone, including other staff members.

D. Contractor agrees to provide written notification to the County of any change in the status of an employee that relates to this Certification, including termination of access due to leave, job change or other reason, within two (2) weeks of the change.

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CERTIFICATION
=====

I, the official named below, swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Official's Name (type or print)

Date County

Title Federal Tax ID Number

RETURN THIS PAGE WITH RFP RESPONSE



County of Solano
Health and Social Services Department

Amendment 1

Request for Proposals
for

**Case Management for Pregnant and Parenting Teens
in the Cal-Learn Program**

DATE OF AMENDMENT: JANUARY 5, 2010 5:00 P.M. (PST)

Final Submission Date: February 16, 2010, 4:00 PM (PST)

ACKNOWLEDGEMENT

This Amendment must be signed and returned with your proposal, or otherwise acknowledged, prior to the Closing Date and Time listed on the RFP cover sheet. If you have already submitted a proposal and need to make corrections, submit a corrected proposal with this Amendment prior to the Closing.

Offeror

Signature

Name and Title

Date

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