Solicitation 042CSFY1617503-LM

Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services

Bid Designation: Public

County of Orange
# Bid 042CSFY1617503-LM

## Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services

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<th>Bid Number</th>
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<tr>
<td>Bid Title</td>
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<td>Bid Contact</td>
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<td>Administrative Manager I</td>
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<tr>
<td></td>
<td>Maria R Cabrera</td>
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<td></td>
<td>Brandi Solarte</td>
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<td>Administrative Manager II</td>
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<td>Prices Good for</td>
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### Standard Disclaimer

The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

### Bid Comments

The County of Orange (County) Health Care Agency (HCA) is seeking proposals from qualified organizations to provide Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services to adults (18 and older) with serious and persistent mental illness (SPMI) or co-occurring behavioral health/substance use disorder who do not have access to technology such as smart phones.

### Item Response Form

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**Description**

See RFP Packet.
A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.
2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
   a. Breach excludes:
      i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
      ii. Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
      iii. A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
   b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
      i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      ii. The unauthorized person who used the PHI or to whom the disclosure was made;
      iii. Whether the PHI was actually acquired or viewed; and
      iv. The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “Designated Record Set” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. “Protected Health Information” or “PHI” shall have the meaning given to such term under the
HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or
transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’S compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’S obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to
the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

   a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

   b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the County Privacy Officer at [xxxx].

   a. CONTRACTOR’S notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

3. CONTRACTOR’S notification shall include, to the extent possible:

   a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

   b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

      (1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

      (2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

      (3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

      (4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

      (5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph E.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

   a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

   b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

      i. The Disclosure is required by law; or

      ii. CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

   c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

G. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’S notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’S Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’S Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’S Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

   a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

   b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

   b. CONTRACTOR shall retain no copies of the PHI.

   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the
Agreement.
DATE:    July 27, 2016

TO:      Interested Parties

FROM:    County of Orange, Health Care Agency
         Contract Services Division

SUBJECT: Request for Proposals: Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services

The County of Orange (County) Health Care Agency (HCA) is seeking proposals from qualified organizations to provide Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services to adults (18 and older) with serious and persistent mental illness (SPMI) or co-occurring behavioral health/substance use disorder who do not have access to technology such as smart phones.

If your organization is interested in, and capable of providing the requested services by contract with the County, please carefully review the Request for Proposals and submit your proposal as directed in the "Proposal Preparation Instructions."

This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a proposal, nor will the County pay for any costs associated with the preparation of any proposal.

Bidders submitting a proposal must electronically upload their proposal in PDF format, via BidSync. In order to be considered, proposals must be submitted no later than 4:00 p.m. Pacific Time on Wednesday, August 24, 2016. Hard copy proposals will not be accepted.

All questions regarding this solicitation are to be posted online via the BidSync Question and Answer section. Bidders are expected to thoroughly read through the entire solicitation package before posting questions. It is up to each individual bidder to determine if they meet the eligibility requirements to submit a proposal identified in Section I.B., and other sections of the solicitation if applicable. HCA does not provide assistance in this matter beyond the requirements stated in this solicitation. Responses
Request for Proposals: Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services
Release Date: July 27, 2016
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from HCA will be posted to BidSync as promptly as possible. The Question and Answer section will be closed to new questions on Wednesday, August 17, 2016 at 4:00 p.m. Pacific Time.

Any response or communication from a County representative other than written answers posted on BidSync will be unauthorized and the County shall bear no responsibility for any reliance upon unauthorized communications.

If you know of any qualified organizations that may be interested in this solicitation, please feel free to refer them to BidSync to view the solicitation. Your consideration of this solicitation is appreciated.
County of Orange
Health Care Agency

Request for Proposals
Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services
Released
July 27, 2016
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**Attachments**
- Attachment I – Contracting Requirements/Attestation
- Attachment II – Forms A-D
- Attachment III – Budget Forms

**NOTE:** Forms and attachments in PDF and/or Excel format are posted on BidSync as separate attachments to this solicitation.
A. PROPOSAL FOCUS AND BACKGROUND

The County of Orange (County) Health Care Agency (HCA) is seeking proposals from qualified organizations to provide Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services. The primary goal of the services requested in this three (3) year project is to increase access to behavioral health services by providing smartphones with internet capability to low-income individuals with serious and persistent mental illness (SPMI) or co-occurring behavioral health/substance use disorder.

Participants must be living in supportive housing, transitional housing, and/or participating in Full Service Partnership (FSP) programs in Orange County. Peer specialists will train participants to utilize smartphones to access services. With the support and guidance of peer specialists, individuals will learn how to effectively use technology to gain social support, achieve vocational goals, and benefit their physical health, behavioral health, and housing circumstances.

Typically individuals living in supportive housing without means or access to technology rely on their case managers to handle basic tasks such as scheduling appointments and providing follow-up calls. Technology can be used to empower individuals to manage their behavioral health and well-being. There are reports that support the success of using smartphones as psychosocial interventions for the SPMI population. Smartphones have been programmed with reminders to take medication, record daily assessments of mood and symptoms, communicate with providers in a timely manner, and program daily text messages as part of cognitive behavioral therapies (Ben-Zeev, 2012, found at: http://schizophreniabulletin.oxfordjournals.org/content/38/3/384.full). However, there is no documented research that examines the utilization of peer specialists to assist participants in using technology to reduce barriers to accessing behavioral health services, reduce isolation, increase social support networks, increase self-reliance, and manage behavioral health treatment.

B. ELIGIBILITY TO SUBMIT PROPOSALS

To be eligible to submit a proposal for these services, the bidder must be located within Orange County. A community based organization is preferred.

To be eligible to contract with the County an individual or entity must not be listed on the current Cumulative Sanction List of the Office of the Inspector General (U.S. Department of Health and Human Services) or the General Services Administration’s list of parties excluded from federal programs, or the California Medi-Cal Suspended and Ineligible Provider List. **HCA will not review a proposal submitted by an individual or entity found to be on any of these lists.**

HCA plans to use the following links to identify individuals and entities that are not eligible to contract with the County: [http://exclusions.oig.hhs.gov](http://exclusions.oig.hhs.gov), [https://www.sam.gov/portal/public/SAM/](https://www.sam.gov/portal/public/SAM/), and Medi-Cal Suspension Search Database. Each bidder should verify that it is not on any list prior to preparing a proposal to submit in response to this solicitation. Correction of any errors found on any sanction list is the sole responsibility of the bidder and must be made prior to the day the proposal is submitted.

HCA requires all potential individuals and/or contract entities to self-disclose any pending charges or convictions for violation of criminal law and/or any sanction or disciplinary action by any federal
or state law enforcement, regulatory or licensing agency or licensing body, including exclusion from Medicare and Medicaid programs.

During the term of the contract between the contractor and the County, and in accordance with its existing provisions, if a contractor and/or an individual becomes an ineligible person, the contractor and/or individual shall be removed from any responsibility and/or involvement with County contracted obligations related to any direct and/or indirect federal or state health care programs and any other federal and state funds. An ineligible person is defined as any individual or entity who is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated into the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

The County does not require, and neither encourages or discourages, the use of lobbyists or other consultants for the purpose of securing business.

HCA reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other information available to HCA. This disqualification is at the sole discretion of HCA. Any bidder submitting a proposal herein waives any right to object to HCA’s exercise of this right, now or at any future time, before anybody or agency including, but not limited to, the County Board of Supervisors or any court of competent jurisdiction.

Causes for Disqualification

HCA in its sole, absolute and unfettered discretion will determine whether or not a bidder is qualified and responsive. This determination may be based on one or more of the following:

- Evidence of collusion amongst proposals.
- Lack of business skills or financial resources necessary to operate this business successfully, as revealed by either financial statements or experience statement.
- Lack of responsibility as shown by past work, references, or other factors.
- Bidder is in arrears or in default to County on any debt or agreement or defaults upon any obligation to County, or has failed to faithfully perform any previous agreement with County at HCA’s sole determination.
- Submission of a proposal that is late, incomplete, conditional, ambiguous, obscure, or which deviates from the specifications in this solicitation, or has irregularities of any kind.
- Other causes as HCA deems appropriate.

HCA’s determination as to whether a bidder is qualified and responsive will be based on the information furnished by the bidder in this solicitation, interview(s) with the bidder (if applicable), as well as from other sources determined to be valid by HCA. Award will not be made until after such investigations, as are deemed necessary, are made by HCA regarding the experience and financial responsibility of the bidder, which each bidder agrees to permit by submitting its proposal.
Proposals must be valid for a minimum of 365 days from the due date of this solicitation.

C. **CONTRACT TERM AND FUNDING AVAILABILITY**

The County plans to contract with one (1) qualified organization to provide the subject services. At the discretion of HCA, the initial term of the agreement resulting from this solicitation may be renewed for an additional term or terms so long as the aggregate of all terms do not exceed five (5) years in duration without a competitive bid process. Any renewal is contingent upon available funding, contractor performance, need for services, and HCA policies.

The contract awarded through this solicitation is anticipated to be for negotiated cost. The funding source for these services is Mental Health Services Act (MHSA) Prop 63 funds. Any contract resulting from this solicitation is contingent upon sufficient funds being made available by federal, state, and/or county governments for the term of the contract. HCA reserves the right to revise the contract terms stated in this solicitation. Funding for one-time start-up costs is available and negotiable. Non-recurring start-up expenditures include computers, software, work station creation, furniture, installation, and electronic equipment for program staff such as smartphones and wireless service plans, etc. Note that smartphones and service plans to be used by program participants would be included as part of program costs.

D. **EVALUATION OF PROPOSALS AND SELECTION OF PROVIDER**

An evaluation committee may be established consisting of representatives of the County and/or members of the community having knowledge and expertise of the services described in this solicitation. The evaluation will consist of a thorough review of the bidders’ proposals and may include interviews and/or site visits with the bidders.

The evaluation committee has the right to conduct a compensation plan analysis to review and audit all business records and related documents of any and all bidders (including an affiliated or parent company); determine the adequacy, fairness, and reasonableness of the proposal; and, to contact any and all client references.

Selection of a contractor will not be based solely on cost, and will include factors such as, but not limited to, proposed services, experience in providing the services described in this solicitation, staffing, and experience in successfully managing government-funded contracts. Following the review of proposals by the evaluation committee, the HCA Director or Designee will approve a recommendation regarding the selection of a contractor. Award of a contract will not be effective unless and until it is authorized by the County of Orange Board of Supervisors.

**Criteria**

The following guidelines will be used in analyzing and evaluating proposals received in response to this solicitation. Members of the evaluation committee, in accordance with the following criteria, will evaluate all responsive proposals.

INTRODUCTION

SECTION I

2. Experience and Qualifications.


4. Proposed Performance Objectives.

5. Proposed Staffing.


7. Proposed Budget.

Each proposal should be complete and present a thorough understanding of the needs of the County in regard to its desire to provide said services. The successful bidder must demonstrate in their proposal an ability to provide said services to the target population.

The adequacy and experience of the bidder’s key personnel is critical to the success of the program, and HCA will closely evaluate the personnel assigned to the program. HCA may check the references provided by the bidder for the purpose of validating claims made in each proposal.

Award

HCA expressly reserves the right to negotiate contract terms with a selected bidder prior to award, or negotiate with several bidders simultaneously, and thereafter, to award a contract to the bidder offering the most favorable terms to HCA.

HCA also expressly reserves the right to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the bidder's best terms from a programmatic and compensation standpoint.

E. COUNTY’S RIGHTS

The County reserves the right to:

- Modify this solicitation.
- Cancel this solicitation at any time, in whole or in part.
- Accept any proposal as offered.
- Reject any or all proposals.
- Disqualify a bidder, or terminate a contract for false information submitted in response to this solicitation.
- Contract for all or some of the stated services.
- Based on the County’s needs and availability of funding at the time of selection or during contract negotiations, modify the scope of service described herein.
- Waive, at its sole discretion, any procedural irregularity, immaterial defect, or other impropriety deemed reasonably correctable or not warranting rejection of the proposal.
• Ask bidders for additional documentation and/or information to further determine financial/organization stability.

F. PROTEST PROCESS

In the event a bidder believes that this solicitation is unfairly restrictive, ambiguous or contains conflicting provisions, the bidder may submit a grievance or protest.

Protest of Proposal Specifications

All protests related to proposal specifications must be submitted to HCA Contract Services no later than five (5) business days prior to the close of the proposal period. Protests received after the five (5) business day deadline will not be considered by the County. In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, it must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in the proposal.

Protest of Award of Contract

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the “Notice of Intent to Award Contract” is provided by HCA Contract Services. Protests relating to a proposed contract award, which are received after the five (5) business day deadline will not be considered by the County. Upon receipt of a timely protest, the Contract Services Division Manager will, within 10 business days, issue a decision in writing which shall state the reasons for the actions taken.

The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester’s right to the protest procedures outlined herein.

Procedure

All protests shall be typed under the protester’s letterhead and submitted in accordance with the provisions stated. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protester.

2. The signature of the protester or the protester’s authorized representative.

3. The name of the solicitation or number of the RFP.

4. A detailed statement of the legal and/or factual grounds for the protest.

5. The form of relief requested.

Written protests must be sent to: County of Orange/Health Care Agency Contract Services Division 405 W. 5th Street, Suite 600
Appeal Process

If the protester disagrees with the decision of the Contract Services Division Manager, the protester may submit a written notice within three business days from receipt of the Contract Services Division Manager’s decision to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board.

Written appeals must be sent to:

County of Orange/Executive Office
Procurement
1300 S. Grand Avenue, Building A
Santa Ana, CA 92705
Attn: County Purchasing Agent
FAX: (714) 567-5057

Within 15 business days, the County Purchasing Agent will review all materials in connection with the protest, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

G. TIMELINE

Timeline dates are approximations only and do not constitute any commitment or guarantee by the County.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Day</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>Wednesday</td>
<td>July 27, 2016</td>
</tr>
<tr>
<td>Question and Answer End Date</td>
<td>Wednesday</td>
<td>August 17, 2016</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Wednesday</td>
<td>August 24, 2016</td>
</tr>
<tr>
<td>Services Commence</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

H. CONFIDENTIALITY

Pursuant to California law, all information contained in a bidder’s response to this solicitation may be public record subject to disclosure to any member of the public who requests it through the California Public Records Act. If it is necessary to include proprietary/trade secret information in a bid response, the County recommends that the bidder clearly and prominently mark the information they believe falls within this category.

HCA will attempt to notify the bidder if disclosure is requested of information that has been identified as proprietary/trade secret information in order to give the bidder an opportunity to seek a court order prohibiting disclosure of such information. However, due to statutory time limits the County has in response to request for public records, County will be able to give the bidder only a short period of time in which to seek such a court order before County will be required to disclose...
the requested information. Further, it is entirely the bidder’s responsibility to assert that information the bidder believes is proprietary/trade secret information should not be disclosed. County will not make such a claim for the bidder but will obey a valid court order obtained by the bidder prohibiting disclosure of such information.

If a bidder believes that a specific section of its proposal is confidential, bidder will isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. Bidder will include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and HCA will review the material, bidder’s concerns and make an independent determination.

I. ADDENDUMS

HCA reserves the sole right to interpret or change any provision of the solicitation at any time prior to the proposal submission date. Any and all interpretations or changes will be in the form of a written addendum, which will be furnished to all bidders through BidSync. All addendums issued will become part of the solicitation and resultant agreement. Bidders hereby acknowledge their receipt of any addendum by being registered in BidSync and acknowledge it is the bidder’s responsibility to check for, and read all addendums posted in BidSync.

Should such addendum require information not previously requested, HCA at its sole discretion, may determine that a time extension is required for the submission of proposals, in which case an addendum will indicate the new proposal submission date.

J. CONTRACT TERMS AND CONDITIONS

The successful bidder may be required to attend a post-award meeting with HCA for discussion of the terms and conditions of the contract. HCA staff will coordinate any such meeting(s). HCA reserves the right to clarify any contractual terms with the concurrence of bidder; however, any substantial non-conformity in the proposal as determined by HCA, will be deemed non-responsive and the proposal rejected. Any contract resulting from this solicitation will contain the entire agreement between HCA and the bidder relating to this requirement and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements of any form.

K. INSURANCE REQUIREMENTS

Insurance coverage and limits for the awarded agreements will vary based upon the identified services and will be determined during contract negotiations. The baseline amounts are as follows:

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability, including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
INTRODUCTION

SECTION I

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Employee Dishonesty</td>
<td>$1,000,000 per claims made</td>
</tr>
</tbody>
</table>

1. REQUIRED COVERAGE FORMS

   a. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG-0001, or a substitute form providing liability coverage at least as broad.

   b. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

2. REQUIRED ENDORSEMENTS

   The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

   a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.

   b. A primary non-contributing endorsement evidencing that the contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

   b. A primary non-contributing endorsement evidencing that the contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

4. All insurance policies required by this agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

5. The Workers’ Compensation policy must include a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

6. If the Professional Liability and Network Security & Privacy Liability are “claims made” policies, contractor shall agree to maintain coverage for two (2) years following completion of contract.

7. The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
8. The insurance company providing coverage must have and maintain at minimum the following ratings based on the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States (ambest.com):
   a. A- (Secure A.M. Best’s Rating).
   b. VIII (Financial Size Category).

9. It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

10. Self-Insured Retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate as such on the Certificate of Insurance with a zero (0) by the appropriate line of coverage.

11. All insurance policies required by the agreement shall give the County 30 calendar days’ notice in the event of cancellation and 10 calendar days’ notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

Prior to the provision of services, the successful bidder will be required to purchase all insurance at the above minimum standards at bidder’s expense, and to deposit with the County, Certificates of Insurance including all endorsements necessary to satisfy the provisions identified above.

If Self-Insured, the successful bidder will be required to provide a Certificate of Self-Insurance that meets at minimum, the requirements identified above.
DESCRIPTION OF SERVICES

SECTION II

A. TARGET POPULATION

Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services shall be provided to adults (18 and older) with SPMI or co-occurring behavioral health/substance use disorder who do not have access to technology such as smartphones. Participants must be living in supportive housing, transitional housing, and/or participating in FSP programs in Orange County.

B. SERVICES TO BE PROVIDED

The selected bidder shall be required to provide Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services. Services shall include but not be limited to the following:

1. Recruitment of potential participants, including screening and assessment for eligibility.

2. One-on-one peer support, at a minimum of one time per week throughout the duration of services. Must be in person. Each participant will be assigned a peer specialist who will provide technical training, weekly check-ins, case management, and supportive counseling services. At the weekly check-in meetings, the peer specialist will gather information regarding smartphone usage. Peer specialists will also provide strategies on how to utilize technology to reduce social isolation, increase social networks, improve personal safety, search for employment, and manage behavioral health appointments.

3. Group training in technical assistance and support. In addition to one-on-one sessions, peer specialists will arrange technical group training and support sessions where they may teach new skills such as: using a digital calendar to keep track of appointments and set reminders; setting alerts to assist with medication management; using social networking sites; using behavioral health related apps; internet safety lessons and warnings; online job searches, etc. Participants will have the opportunity to utilize referrals and linkages to appropriate community resources as provided, and network with other project participants to build socialization skills and additional support.

4. Coordination with County and community behavioral health/supportive programs, including but not limited to supportive housing, transitional housing and FSP programs.

5. Acquisition, storage, distribution, inventory and monitoring of smartphone hardware and accessories (i.e., chargers, earphones, smartphone covers); also includes smartphone services, including terms and coverage of warranty provided. Applicants shall provide information regarding hardware, smartphone security features to ensure privacy in the event of loss, accessories and service plans they would intend to utilize, and behavioral health related apps that will be pre-loaded into smartphones. Note that each smartphone should be a minimum of 16 GB and service plan should include unlimited data, (i.e., talk, text, and internet data).
6. Applicants shall provide a signed Acknowledgement of Agreement statement ensuring the County that the storage, distribution, inventory, monitoring and appropriate use of smartphones will be maintained throughout the duration of this project.

7. Applicants shall develop standards that cover terms, conditions, and appropriate use of smartphones and obtain a signed Participant Acknowledgement of Agreement from each participant.

8. Applicants shall provide policies and procedures for the prevention of, or in the event of, equipment loss or damage, including the immediate reporting of lost smartphones to the County, and termination of mobile service to said lost smartphones. Termination of current existing service to lost smartphone, plus phone replacement and service reinstatement, shall be the responsibility of the provider.

9. Applicants shall also provide policies and procedures for the prevention of, or in the event of, inappropriate internet content access or usage. This includes the use of a software monitoring system, and response in the event of software issues such as crashes, etc. Applicants shall also provide procedures for the management of in-app purchases.

10. Applicants shall maintain complete and accurate documentation of all smartphone services, in compliance with federal, state, and county regulations. These regulations will be specified in the contract, particularly those pertaining to the HIPAA Privacy Rule.¹

11. Program development and quality assurance, including a detailed monthly program implementation plan which contains a timeline, flow chart, and organization chart containing a sample representation within the scope of the program.

12. Participants enrolled in the project will be assigned one smartphone with internet capability and be given a log to track usage, such as frequency, purpose, and outcome.

13. The successful bidder should clearly demonstrate in their proposal:

   a. Ability to collaborate with behavioral health and supportive programs within Orange County, namely supportive housing, transitional housing, and FSP programs.

   b. Experience with providing services to individuals with SPMI and co-occurring behavioral health/substance use disorders.

   c. Experience with use of peer specialists to support participants. Peer specialists are defined as individuals with lived experience in behavioral health and/or substance use disorders, and recovery.

   d. A detailed and thorough plan for responsibility and accountability for all electronic equipment used in this project, which will include but not be limited to: documentation and

data collection from participants about smartphone use, frequency, and purpose of use; management of in-app purchases; lost equipment; securing of smartphone data in the event of loss; use of filtering software for inappropriate usage; and liability of access to inappropriate internet content and inappropriate usage.

C. PERFORMANCE OBJECTIVES

The selected bidder shall be required to meet the following performance objectives by the end of the first year of service.

1. The following areas will be used to measure improvement levels of participants in the project who receive access to smartphones regarding the following areas:

   a. Increased access to behavioral health services.
   b. Reduced social isolation and increased support networks.
   d. Improved global health.

2. Performance outcomes will be measured by:

   a. Participant intake/enrollment and program exit data.
   b. Self-reported outcome measures collected at multiple time points (e.g., pre-/post-test or other longitudinal assessments, such as PROMIS Global Health and one or more measures of behavioral health indicators such as social isolation, social support and independence).
   c. Satisfaction surveys.
   d. Weekly smart phone data tracking logs.
   e. Data collected by peer specialists during one-on-one counseling/case management sessions (e.g., outcomes regarding behavioral health management, employment status, housing, medication adherence, hospitalization, social networks, referrals and linkages to community supports and services, etc.).
   f. Comparison group – data from participants who enroll and receive access to smartphones may be compared to those who are not enrolled in the project but are in the same housing or FSP programs as project participants. In addition, data from participants who received the smartphones in year one (1) may be compared to those who received smartphones in year two (2).
D. STAFFING REQUIREMENTS

1. Peer Specialists who shall provide direct services to the participants. It is required that these positions are filled with individuals with lived experience in behavioral health and/or substance use disorders, and recovery who are highly knowledgeable of technology, including but not limited to smartphone and internet use.

2. Master’s level clinician for project development and implementation; staff oversight; screening and assessment for participant eligibility, and data collection, evaluation, and reporting.

3. Clerical support who shall manage general office duties.

4. To ensure cultural competency, it is preferred that the project staff are multilingual/multicultural in one or more of the following identified County threshold languages: Spanish, Korean, Farsi, Arabic, and Vietnamese.

E. FACILITY REQUIREMENTS

The selected bidder shall maintain a facility that meets the following minimum requirements:

1. Located in Orange County.

2. Must be able to conduct field-based work. A significant portion of the services will be provided in the field and at community-based supportive housing, transitional housing and FSP programs.

3. Must also be able to provide services in a facility that is geographically accessible to the community being served and should be accessible by public transportation. Space may be needed to conduct group meetings or trainings, hold office hours, etc.

4. The facility must comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.
Bidder’s proposal must clearly meet all of the requirements of this solicitation. Bidders should review all requirements and instructions to ensure that each requirement is clearly addressed in the proposal. HCA shall not be responsible for any oral instructions given by any employees of HCA in regard to the proposal instructions, specifications, or proposal documents described in this solicitation.

A. Proposals should be carefully proofread and include the following:

1. Table of Contents with page numbers, for each uploaded file.
2. Reference(s) to any appendices.
3. Placement of required forms immediately after the text they support in the proposal.
5. Single-sided text, at least one and one-half (1½) line-spaced.
6. Times Roman 12 point font.
7. Each section is to be separated by a titled cover page (similar to a tab in a binder), and each question as it appears in the solicitation is to precede its corresponding response.
8. All requested information is to be in the sequence and format specified in the solicitation.

B. Use the Proposal Preparation Checklist Form (Form A - Attachment II) to plan and monitor proposal preparation, as well as to verify completion of all materials before submission.

C. Follow instructions about the order for presenting information, narrative text, and information requested on the forms.

D. Proposals and requested documents must be electronically uploaded in PDF format, via BidSync. Hard copy proposals will not be accepted.

1. Section IV is to be uploaded in one file labeled “[RFP Name]-[Bidder Name]-Agency Description.”
2. Section V is to be uploaded in one file labeled “[RFP Name]-[Bidder Name]-Proposal.

3. Allow sufficient time to upload all required files. After the 4 p.m. Pacific Time proposal deadline, BidSync will not allow any uploads, e.g., if file #1 uploaded successfully at 3:58:23 p.m. and file #2 is in progress of being uploaded at 4:00:01 p.m., file #2 will not upload successfully. If all files are not uploaded successfully by the 4:00 p.m. Pacific Time proposal deadline, your proposal will not be accepted.

E. Provide accurate and honest information. Reviewers tend to respond more favorably to a candid account of problems and a realistic plan to address them, than a glossing over of an apparent problematic situation. Information that is deliberately inaccurate may prompt an investigative review and will affect the evaluation of the proposal.
F. Ensure that information provided on the forms is consistent with the narrative and the information provided on other forms.

G. If you omit any required information or data, explain why.

H. Prepare the proposal with the reviewer in mind; do not assume reviewers know your program. Proposal must be detailed and self-explanatory.

I. Provide documentation where necessary, including items such as forms, etc.

J. Do not use appendices for information that is required in the body of the proposal. Use appendices to provide documentation or examples of activities mentioned in the proposal.

K. Do not include home addresses, home phone numbers, and/or personal email addresses for any employee, volunteer, Board member, etc. in your proposals.
AGENCY DESCRIPTION INFORMATION

SECTION IV

Provide the information requested below in one file per Section III instructions. Failure to provide and/or disclose requested information and/or documents may result in disqualification of your proposal.

A. Complete the Agency Description Form (Form B - Attachment II). Ensure Form B is signed prior to scanning and uploading it into BidSync.

B. Complete the Board of Directors Form (Form C - Attachment II).

C. Provide copies of the documents below. Include an index of all the documents included, and an explanation for any document requested but not provided.

1. If incorporated:
   a. Articles of Incorporation executed by the Secretary of State, including all amendments.
   b. By-laws, including all amendments.
   c. Board of Directors resolution empowering a Corporate Officer either by title or individual name, to act on behalf of the organization by his/her signature alone.

2. If not incorporated: Documentation empowering an Authorized Representative to act on behalf of the organization by his/her signature alone.

3. Fictitious Business Name statement filed with the County Clerk and proof of publication.

4. Partnership papers and/or joint venture agreements.

5. Evidence of federal/state tax status.

6. IRS W-9 Form: Request for Taxpayer Identification Number and Certification.


8. Recent financial statement prepared by an independent Certified Public Accounting (CPA) firm.

9. Table of contents from the organization’s policy and procedure manual covering daily operations and emergency procedures (medical, fire, etc.). If a policy and procedure manual does not exist, provide a plan and time frame for development.

10. Any audits, reviews, or inspection reports completed by a CPA firm, regulatory agency (e.g., Occupational Safety and Health Administration), or other government agency within the last 12 months. If there are any pending audits, litigation, and/or investigations involving the organization, provide a description of those items. Limit your response to one-half (1/2) page of text.

11. Corporate organizational chart that includes all programs, identifies the relationship of the proposed program to the overall organization, and identifies the reporting relationship of each proposed staff position.
12. Data Universal Number System (DUNS): A unique nine-digit identification number required by the federal government as part of their financial request and reporting process, which can be obtained free of charge from Dun and Bradstreet’s website (www.dnb.com) or by calling (866) 705-5711. Every bidder is required to provide a DUNS number regardless of the funding source of this solicitation.

D. Acknowledgement that you will submit a copy of your organization’s insurance certificates and endorsements to the County prior to the services start date, and that the limits will, at a minimum, meet the minimum limits referenced in Section I.K. of this solicitation.

E. Describe any performance issues and/or audit or review of any contractual documents (e.g., invoices, units of service reports, etc.) within the last two years that resulted in a corrective action plan, reimbursement of money to funder, investigation, and/or termination of any contract(s) between your organization and the County, other government entity, and/or private organization. Limit your response to one page of text. For each performance issue include:

1. The type of contract, contract term (dates), funding amount and services provided.

2. The issues and circumstances.

3. How and when the issues were resolved.

4. Your plans to ensure that the issues will not reoccur in future contracts.

F. Complete and sign the Attestation Form (Attachment I - Contracting Requirements). Ensure the applicable section is checked and the form is signed prior to scanning and uploading it into BidSync. Upload the signed Attestation Form only; do not upload the pages containing the Contracting Requirements.
PROPOSAL FOR ACCESS TO MOBILE/CELLULAR/INTERNET DEVICES IN IMPROVING QUALITY OF LIFE SERVICES

SECTION V

Provide the information requested below in one file per Section III instructions.

A. PROVIDER EXPERIENCE AND QUALIFICATIONS

Complete Form D (Attachment II), and provide a detailed response to the following questions.

1. Complete the Related Service Experience Form (Form D – Attachment II) to describe your past and present experience in providing services related to those described in this solicitation.

2. Describe your organization’s past and present experience and demonstrated ability in providing the services described in this solicitation to the target population defined in Section II.A.

B. PROPOSED SERVICES

Provide a detailed response to the following questions, and include any potential challenges and how those challenges will be addressed. (Limit your responses to one (1) page per item.)

1. Describe your plans to recruit, engage, assess, and screen for potential participant eligibility.

2. Describe your experience working directly with peer specialists. If no prior experience, describe your operational knowledge of peer specialists working in a behavioral health setting, including what your role or involvement was in the previous project you describe, and how you envision peer specialists responsibilities and roles in this current project.

3. Describe your plans for staff and participant training of technology use, including how you will address ongoing technical assistance that may be needed.

4. Describe your plans to help participants network in order to build supportive relationships, as well as any previous or current experience in providing and tracking community referrals and linkages to participants.

5. Describe your knowledge and experience working with supportive housing, transitional housing and FSP programs. Describe any previous or current collaborative efforts with these types of programs.

6. Describe your plan for acquiring smartphone hardware, accessories and services. Describe details of smartphones and service plans to be utilized, (e.g., 16 GB, unlimited data) and behavioral health related apps that will be pre-loaded into the smartphones.

7. Describe how you will store, distribute, and monitor smartphones and accessories. Include how you will address potential loss of and/or damage to equipment, including replacement, insurance coverage, securing of smartphone data in the event of loss, management of In-App purchases, liability of access to inappropriate internet content, and inappropriate usage.
8. Provide a sample of a provider Acknowledgement of Agreement statement ensuring the County that the storage, distribution, inventory, monitoring and appropriate use of smartphones will be maintained throughout the duration of this project.

9. Describe your standards for smartphone use, including terms, conditions, and acceptable use of smartphones. Provide a sample client participant Acknowledgement of Agreement statement.

10. Describe how you will ensure and maintain appropriate use of smartphones, including use of any monitoring and/or filtering software.

11. Describe how you will ensure documentation of smartphone services is complete, accurate, and in compliance with federal, state, and county regulations, particularly those pertaining to the HIPAA Privacy Rule.

12. Provide a detailed monthly program implementation plan, including a timeline, flow chart, and organization chart containing a sample representation within the scope of the program.

13. Describe how you monitor staff productivity.

C. **PERFORMANCE OBJECTIVES**

1. Describe in detail how you plan to track and manage participant-level data, such as participant information and assessment measures collected; i.e., intake/enrollment, discharge, behavioral health services accessed/utilized, program completion or drop out, referrals and linkages to community supports and services. Describe collection and storage of the data; include sample page of any current database or data collection methods. (No page limit.)

2. Describe how you will track and monitor usage of smartphones. Include sample of smart phone data tracking log, addressing specific information to be tracked. (No page limit.)

3. Describe how you will compare data from participants who enrolled in the project and have received access to smartphones to those who are not enrolled but are in the same housing or FSP programs as project participants; also describe how you will compare the data from participants who received smartphones in year one (1) to those who entered the project in year two (2).

D. **PROPOSED STAFFING**

Provide a detailed response and submit the requested attachments for each question below. (Limit your responses to one (1) page per item.)

1. Describe the number and type of staff (program and administrative) that will be allocated to this program. One Full Time Equivalent (FTE) equals an average of 40 hours worked per week.
PROPOSAL FOR ACCESS TO MOBILE/CELLULAR/INTERNET DEVICES IN IMPROVING QUALITY OF LIFE SERVICES

SECTION V

2. Describe how you will recruit, hire, and train staff to provide the services described in this solicitation.

3. Provide concise job descriptions for each position that will be allocated to this program, and include minimum qualifications, education and/or experience requirements, multicultural/multilingual capabilities, duties, and responsibilities.

4. Provide resumes and proof of licensure (if applicable), for existing staff that will be allocated to this program, and include bilingual/bicultural capabilities. Please exclude all non-business, personal contact information from resumes, (i.e., personal addresses, email addresses and telephone numbers.)

5. Describe any services/staff that will be subcontracted. Subcontracts must be approved in advance and in writing by HCA, and must meet the requirements of this solicitation. Subcontracted services may include:
   a. Fee-for-service personnel who provide program or administrative services. Administrative service subcontracts may include, but are not limited to, auditing, accounting, and billing services.
   b. Personnel who provide specialized services.

E. PROPOSED FACILITY

Provide a detailed description of the facility including (Limit your responses to one (1) page per item):

1. Provide a detailed description of the following:
   a. Square footage and office layout.
   b. Location and geographic accessibility information (e.g., proximity to the juvenile Court, proximity of public transportation, ease of finding the facility, etc.).

2. Ownership or lease documents (e.g., cost of monthly lease). Ownership or lease documents for the proposed services shall contain the following language, or similar, contingency language in its contents:

   ‘Any obligation of Lessee under this Agreement is contingent upon the continued availability of federal, state, and county funds for reimbursement as approved by the County of Orange Board of Supervisors.’

3. Evidence of zoning, licensure, and safety requirements, including fire clearance. If such does not exist, then a detailed plan to obtain such documentation should be submitted.

4. Timeline to become fully operational.
F. **PROPOSED BUDGET**

Bidders must complete the Detailed Line Item Budget (Attachment III), and provide narratives that fully explain and justify all budget items being proposed. The proposed budget is to be completed for a 12 month period, and shall be subject to negotiation prior to finalization of a contract. The County anticipates reimbursing the selected bidder(s) monthly in arrears for actual costs of providing the services, unless otherwise stated, up to the contract maximum obligation, provided that the costs are allowable in accordance with county, state, and federal regulations.

Below are guidelines to help complete the proposed budget.

1. **Detailed Line Item Budget Summary (Budget Form 1)**

   Administrative and Program costs will automatically populate from the Administrative and Program Staffing Salary and Benefits Detail (Budget Form 2). Revenue and Clients to be Served, if applicable, must be filled in manually.

2. **Administrative and Program Staffing Salary and Benefits Detail (Budget Form 2)**

   a. Administrative Personnel costs are those not related to direct services and program costs, and if proposed shall be held within 15 percent (15%) of Total Gross Program Cost.

   b. Columns (A) and (B): Enter the position/title and name of each position that will be allocated to the program. If the position is vacant, enter TBD (to be determined).

   c. Column (C): Enter the number of hours each position will allocate to the program each week.

   d. Column (D): Enter the total annual salary for each person. The amount of salary that will be paid through the contract will automatically populate in Column F.

   e. Column (E): Enter the Full Time Equivalent (FTE) of each person allocated to the program. One FTE is equivalent to 40 hours per week.

   f. Column (F): This is the sum of Column (D) multiplied by Column (E). (Column will automatically populate).

   g. Column (G): Benefit amount must encompass all applicable benefits (e.g., FICA, unemployment, retirement, etc.). Enter the flat rate OR enter the applicable percentage into the formula. If you enter the percentage into the formula the column will automatically populate. Explain the methodology for the flat rate or percentage in the Salary and Budget Detail narrative.

   h. Column (H): This is the sum of Column (F) and Column (G). (Column will automatically populate.)

   i. Narrative: Attach a narrative to the Administrative and Program Staffing Salary and Benefits Detail (Budget Form 2) justifying each requested position, the proposed expense and/or percentage used in allocating the costs, and a breakdown of the benefits.

3. **Services and Supplies Detail (Budget Form 3)**
PROPOSAL FOR ACCESS TO MOBILE/CELLULAR/INTERNET DEVICES IN IMPROVING QUALITY OF LIFE SERVICES

SECTION V

a. Propose realistic costs for each administrative and program expense line item. Add additional expense line items under “Other” if applicable. Indicate the reimbursement rate per mile on the bottom line, which may not exceed the federal rate (http://www.irs.gov/2014-Standard-Mileage-Rates-for-Business,-Medical-and-Moving-Announced).

b. Equipment Line Item: Equipment is defined as all property of a relatively permanent nature with significant value, purchased in whole or in part by the County to assist in performing the contracted services. Relatively permanent is defined as having a useful life of one year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, lab equipment, and smartphones. The cost of equipment purchased, in whole or in part, with funds paid pursuant to the award of this solicitation shall be depreciated according to Generally Accepted Accounting Principles, and will be tagged as a County asset to be returned to the County upon termination of the contract.

c. Narrative: Attach a narrative to the Services and Supplies Detail (Budget Form 3) justifying each requested expense, and the rationale and assumptions used in estimating the costs. Include details for proposed dues/subscriptions, training/travel (e.g., CDHS monthly subscription for said services, name of conference on specific subject to be attended by 2 staff members, etc.).

4. Subcontractors/Consultants Detail (Budget Form 4)

If proposing subcontract and/or consultant services, complete the required information under the applicable administrative and/or program section. NOTE: The information on this form must also be included in the Administrative and Program Staffing Salary and Benefits Detail (Budget Form 2) narrative, and in Section V (Staffing) of the proposal, if applicable.

5. Facility Expense Detail (Budget Form 5)

a. Column (C): Enter the information as it relates to your entire facility.

b. Column (D) and (E): Enter the amount of the administrative and/or program costs that will be allocated to the program.

c. Totals will automatically populate.
6. Start-Up Budget Detail (Budget Form 6)

   a. Propose realistic costs for each expense line item. Add additional expense line items under “Other” if applicable.

   b. Narrative: Attach a narrative to Start-Up Budget Detail (Budget Form 6) justifying each requested expense, and the rationale and assumptions used in estimating the costs. Include details for the proposed costs, e.g., equipment, furniture, build-out, etc.
**ATTESTATION**

Name of Organization Submitting Proposal: ________________________________

☐ The above named organization agrees and is willing to enter into an agreement with the County containing the contract provisions stated in Attachment 1 of this Request for Proposals.

☐ The above named organization agrees and is willing to enter into an agreement with the County containing the provisions stated in Attachment 1 of this Request for Proposals, with the exception of the following paragraph(s). **Include a detailed reason for the exception. Use additional pages if needed.**

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The undersigned hereby acknowledges: "I have read and understand the contents of, and have authority to submit this Attestation on behalf of the above-named organization. It is correct to the best of my knowledge and represents the organization's agreement of the contracting requirements as noted above for the provision of Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services."

_______________________________________

Corporate Officer or Authorized Representative

Date

Telephone
AGREEMENT FOR PROVISION OF
ACCESS TO MOBILE-CELLULAR-INTERNET DEVICES
IN IMPROVING QUALITY OF LIFE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
XXXXXXXXXX
XXXXX THROUGH XXXXX

THIS AGREEMENT entered into this 1st day of XXXXX, which date is enumerated for purposes of
reference only, is by and between the COUNTY OF ORANGE (COUNTY) and XXXXXXXXXXX, a
XXXXX corporation (CONTRACTOR). This Agreement shall be administered by the County of
Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Religious
Leaders Behavioral Health Training Services described herein to the residents of Orange County; and
WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
## CONTENTS

### EXHIBIT X

<table>
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<tr>
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### EXHIBIT X

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<tr>
<th>I. Personal Information Privacy and Security Contract</th>
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REFERENCES CONTRACT PROVISIONS

Term: XXXXX through XXXXX

Maximum Obligation: XXXXX

Basis for Reimbursement: Actual Cost
Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: XXXXX

CONTRACTOR TAX ID Number: XXXXX

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: XXXXXXXXXXX

I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. AA  Alcoholics Anonymous
B. AB 109  Assembly Bill 109, 2011 Public Safety Realignment
C. ABC  Allied Behavioral Care
D. ACH  Acute Care Hospital
E. ADAS  Alcohol and Drug Abuse Services
F. ADL  Activities of Daily Living
G. ADP  Alcohol and Drug Program
H. AES  Advanced Encryption Standard
I. AFLP  Adolescent Family Life Program
J. AIDS  Acquired Immune Deficiency Syndrome
K. AIM  Access for Infants and Mothers
L. AMHS  Adult Mental Health Services
M. ARRA  American Recovery and Reinvestment Act of 2009
N. ASAM PPC  American Society of Addiction Medicine Patient Placement Criteria
O. ASI  Addiction Severity Index
P. ASIST  Applied Suicide Intervention Skills Training
Q. ASO  Administrative Services Organization
R. ASRS  Alcohol and Drug Programs Reporting System
S. BBS  Board of Behavioral Sciences
T. BCP  Business Continuity Plan
U. BH  Base Hospital
V. BHS  Behavioral Health Services
W. CalOMS  California Outcomes Measurement System
X. CalWORKs  California Work Opportunity and Responsibility for Kids
Y. CAP  Corrective Action Plan
Z. CAT  Centralized Assessment Team
AA. CCC  California Civil Code
AB. CCLD  (California) Community Care Licensing Division
AC. CCR  California Code of Regulations
AD. CDCR  California Department of Corrections and Rehabilitation
AE. CDSS  California Department of Social Services
AF. CERC  Children’s Emergency Receiving Center
AG. CESI  Client Evaluation of Self at Intake
AH. CEST  Client Evaluation of Self and Treatment
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EM. PSC  Professional Services Contract
EN. PTRC  Paramedic Trauma Receiving Center
EO. QI  Quality Improvement
EP. QIC  Quality Improvement Committee
EQ. RHAP  Refugee Health Assessment Program
ER. RHEIS  Refugee Health Electronic Information System
ES. RN  Registered Nurse
ET. RSA  Remote Site Access
EU. SAPTBG  Substance Abuse Prevention and Treatment Block Grant
EV. SD/MC  Short-Doyle Medi-Cal
EW. SIR  Self-Insured Retention
EX. SMA  Statewide Maximum Allowable (rate)
EY. SNF  Skilled Nursing Facility
EZ. SR  Supervised Release
FA. SRP  Supervised Release Participant
FB. SSA  County of Orange Social Services Agency
FC. SSI  Supplemental Security Income
FD. STP  Special Treatment Program
FE. SUD  Substance Use Disorder
FF. TAR  Treatment Authorization Request
FG. TAY  Transitional Age Youth
FH. TB  Tuberculosis
FI. TBS  Therapeutic Behavioral Services
FJ. TRC  Therapeutic Residential Center
FK. TTY  Teletypewriter
FL. TUPP  Tobacco Use Prevention Program
FM. UMDAP  Uniform Method of Determining Ability to Pay
FN. UOS  Units of Service
FO. USC  United States Code
FP. VOLAGs  Volunteer Agencies
FQ. W&IC  California Welfare and Institutions Code
FR. WIC  Women, Infants and Children

II. ALTERATION OF TERMS
A. This Agreement, together with Exhibits X, and X attached hereto and incorporated herein, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA policies and procedures relating to HCA’s Compliance Program, HCA’s Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR’s Compliance Officer as described in subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to HCA’s Compliance Program and Code of Conduct if the CONTRACTOR’s Compliance Program and Code of Conduct does not contain all required elements.
5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

B. SANCTION SCREENING — CONTRACTOR shall adhere to all screening policies and procedures and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.

1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures.

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
   b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any
federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training, and Provider Compliance Training, where appropriate, available to Covered Individuals

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are Participants of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participant files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Participants receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five hundred dollars ($500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the individual and/or consolidated Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

   B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.

   C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the individual and/or consolidated Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the individual and/or consolidated Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by __________ for the cost report period beginning __________ and ending __________ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed

Name

Title

Date

"
1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
4. This provision shall not be applicable to service agreements usually and customarily
entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
services provided by consultants.

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
and consultants performing work under this Agreement meet the citizenship or alien status requirements
set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
subcontractors, and consultants performing work hereunder, all verification and other documentation of
employment eligibility status required by federal or state statutes and regulations including, but not
limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
covered employees, subcontractors, and consultants for the period prescribed by the law.

IX. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
property of a Relatively Permanent nature with significant value, purchased in whole or in part by
ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
Permanent” is defined as having a useful life of one year or longer. Equipment which costs $5,000 or
over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and
other taxes, and installation costs, or electronic equipment that costs less than $600 but may contained
PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
deprecated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any
Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
is purchased. Title of expensed Equipment shall be vested with COUNTY.
D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

X. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XI. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability.
of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

D. Without limiting CONTRACTOR’s indemnification, CONTRACTOR warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations placed with reputable insurance companies in amounts as specified in the Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

E. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

F. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report.
G. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td>Professional Liability Insurance or per occurrence</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Employee Dishonesty</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

I. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
   a) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
   b) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

K. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

N. If CONTRACTOR's Professional Liability policy, and/or Network Security & Privacy Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain coverage for two (2) years following completion of Agreement.

O. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

P. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

T. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Agreement.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
   a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR’s monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Participant records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such
persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XIII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.

2. WIC, Division 5, Community Mental Health Services.

3. WIC, Division 6, Admissions and Judicial Commitments.

4. WIC, Division 7, Mental Institutions.

5. HSC, §§1250 et seq., Health Facilities.


7. CCR, Title 9, Rehabilitative and Developmental Services.

8. CCR, Title 17, Public Health.

9. CCR, Title 22, Social Security.

10. CFR, Title 42, Public Health.

11. CFR, Title 45, Public Welfare.

12. USC Title 42. Public Health and Welfare.

13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.


16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
Federal Awards.

XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials,
distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
to this Agreement must be approved at least thirty (30) days in advance and in writing by
ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or
promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
available social media sites) in support of the services described within this Agreement,
CONTRACTOR shall develop social media policies and procedures and have them available to
ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
forms of social media used to either directly or indirectly support the services described within this
Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
they pertain to any social media developed in support of the services described within this Agreement.
CONTRACTOR shall also include any required funding statement information on social media when
required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XV. MAXIMUM OBLIGATION

The Total Maximum Obligation of COUNTY for services provided in accordance with this
Agreement, and the separate Maximum Obligations for each period under this Agreement, are as
specified in the Referenced Contract Provisions of this Agreement.
XVI. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §§1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XVII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

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4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Participant or potential Participant any service, benefit, or accommodation.

2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.

3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

4. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

5. Assignment of times or places for the provision of services.
C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Participants through a written statement that CONTRACTOR’s and/or subcontractor’s Participants may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY’s Patient Rights Office.

1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Participants not able to resolve such problems at the point of service. Participants may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

   a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

   b. Throughout the problem resolution and grievance process, Participant rights shall be maintained, including access to the Patients’ Rights Office at any point in the process. Participants shall be informed of their right to access the Patients’ Rights Office at any time.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XVIII. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

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1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by Email; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XIX. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION — CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION
   a. NON-TERMINAL ILLNESS — CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
   
   b. TERMINAL ILLNESS — CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Participants or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXI. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that participants, clients and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record
systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. CONTRACTOR may retain participant, client and/or patient documentation electronically in
accordance with the terms of this Agreement and common business practices. If documentation is
retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit
or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer
terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
security of PHI and/or PII. CONTRACTOR shall notify COUNTY immediately by telephone call plus
email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

1. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
security of PHI and/or PII, including but not limited to the costs of notification. CONTRACTOR shall
pay any and all such costs arising out of a Breach of privacy and/or security of PHI and/or PII.

J. CONTRACTOR shall retain all participant, client and/or patient medical records for seven (7)
years following discharge of the participant, client and/or patient, with the exception of non-
emancipated minors for whom records must be kept for at least one (1) year after such minors have
reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
longer.

XXII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
of, or developed, as a result of this Agreement for the purpose of personal or professional research, or
for publication.

XXIII. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof
to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
in full force and effect, and to that extent the provisions of this Agreement are severable.

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XXIV. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level 1 of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of Participant care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s Participants.
XXV. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
wholly responsible for the manner in which it performs the services required of it by the terms of this
Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR
assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
subcontractors as they relate to the services to be provided during the course and scope of their
employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner
to be COUNTY’s employees.

XXVI. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as
would normally extend beyond this term, including but not limited to, obligations with respect to
confidentiality, indemnification, audits, reporting and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
weekend or holiday may be performed on the next regular business day.

XXVII. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days’
written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
five (5) calendar days’ written notice if CONTRACTOR fails to perform any of the terms of this
Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty
(30) calendar days for corrective action.

C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
another entity without the prior written consent of COUNTY.

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4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.

5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.

6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
   a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
   b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:
   1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
   2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
   3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If Participants are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Participant information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent with Participant’s best interests.
6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVIII. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any Participants provided services pursuant to this Agreement.

XXIX. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

XXXXXXXXXX

BY: _______________________________ DATED: _________________

TITLE: _______________________________

BY: _______________________________ DATED: _________________

TITLE: _______________________________

COUNTY OF ORANGE

BY: _______________________________ DATED: _________________

HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

BY: _______________________________ DATED: _________________

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.
EXHIBIT X
TO AGREEMENT FOR PROVISION OF
ACCESS TO MOBILE-CELLULAR-INTERNET DEVICES
IN IMPROVING QUALITY OF LIFE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
XXXXXXXXXX
XXXXX THROUGH XXXXX

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B. below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or may be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications,
and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

   a. Breach excludes:

      1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

      2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

      3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

      1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

      2) The unauthorized person who used the PHI or to whom the disclosure was made;

      3) Whether the PHI was actually acquired or viewed; and

      4) The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY’s request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) day written notice in the event:

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a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph C.; or

b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a. above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed under Subparagraph E., below;

   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

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EXHIBIT X
5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

   a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.

   b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR’s privacy P&Ps, including termination of employment where appropriate.

   c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.

   d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member’s background check documentation for a period of three (3) years.

2. Technical Security Controls

   a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the County.

b. Server Security. Servers containing unencrypted PHI County disclose to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. Minimum Necessary. Only the minimum necessary amount of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable media devices. All electronic files that contain PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of Contractor’s locations to another of Contractor’s locations.

e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords must be to not be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
1. Upper case letters (A-Z)
2. Lower case letters (a-z)
3. Arabic numerals (0-9)
4. Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role-based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission Encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls
   a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
   b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
   c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control
   a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty four (24) hours.
   b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls
   a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

   a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

   b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification within twenty four (24) hours of the oral notification.

3. CONTRACTOR’s notification shall include, to the extent possible:

   a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph F.2. above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs
in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

   a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

   b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

      1) The Disclosure is required by law; or

      2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

   c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).
1. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
   a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or
   b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
   b. CONTRACTOR shall retain no copies of the PHI.
   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.
EXHIBIT X

TO AGREEMENT FOR PROVISION OF
ACCESS TO MOBILE-CELLULAR-INTERNET DEVICES
IN IMPROVING QUALITY OF LIFE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
XXXXXXXXXXX
XXXXX THROUGH XXXXX

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(c) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or
regulations that require the production of information, including statutes or regulations that require such
information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or
interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the
Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

   CONTRACTOR agrees:

   a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
required by this Personal Information Privacy and Security Contract or as required by applicable state
and federal law.

   b. Safeguards. To implement appropriate and reasonable administrative, technical, and
physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
security program that include administrative, technical and physical safeguards appropriate to the size
and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with
its current policies upon request.

   c. Security. CONTRACTOR shall ensure the continuous security of all computerized
data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
DHCS PI and PII. These steps shall include, at a minimum:

   1) Complying with all of the data system security precautions listed in Subparagraph
E. of the Business Associate Contract, Exhibit B to the Agreement; and

   2) Providing a level and scope of security that is at least comparable to the level and
scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of
Federal Automated Information Systems, which sets forth guidelines for automated information systems
in Federal agencies.

   3) If the data obtained by CONTRACTOR from COUNTY includes PII,
CONTRACTOR shall also comply with the substantive privacy and security requirements in the
CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as
the IEA. The specific sections of the IEA with substantive privacy and security requirements to be
complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR’s Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract, Exhibit B to the Agreement.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.
Attachment II

FORMS A-D

Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services

July 27, 2016
Use this checklist to identify whether or not all items requested have been included. **This form is to be completed and included in each uploaded BidSync file**, and must be located with the proposal's Table of Contents.

**Organization Name:**

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<th>Upload File I - Agency Description</th>
<th>Item(s) Enclosed/Completed</th>
<th>Page and Section Number</th>
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<td>A. Agency Description (Form B - Attachment II)</td>
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<tr>
<td>B. Board of Directors (Form C - Attachment II)</td>
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<tr>
<td>C. Documentation</td>
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<td>a. Articles of Incorporation</td>
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<td>b. By-Laws</td>
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<td>c. Resolution empowering Corporate Officer</td>
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<td>2. If not incorporated:</td>
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<td>4. Partnership papers/joint venture agreements</td>
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<td>6. IRS W-9 Form</td>
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<td>7. Business License/Certifications/CUP</td>
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<td>8. Recent financial statement</td>
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<td>9. Table of Contents from P&amp;P manual</td>
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<td>10. Audits/Reviews/Inspection Reports</td>
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<td>11. Corporate organizational chart</td>
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<td>12. Data Universal Number System ID</td>
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<td>D. Acknowledgement to submit insurance certificates/endorsements</td>
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<td>E. Performance issues and/or audit or review of contractual documents</td>
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<td>F. Attestation Form (Attachment I - Contracting Requirements)</td>
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</table>
2. Budget narratives
1. **Organization Legal Name:**
   (As Specified in The Articles of Incorporation or State License)

   **Business Address:**

2. **Contract Signature Authority** - Identify below the person empowered to sign a contract:
   - **Corporate Officer or Authorized Representative Name and Title:**
   - **Corporate Officer or Authorized Representative Email address:**
   - **Corporate Officer or Authorized Representative Telephone:**
     - **Fax:**

3. **Date Organization Established:**

4. **Type of Business (Check One)**
   - [ ] Nonprofit Corporation
   - [ ] Other (Specify):

5. **Self-insured:**
   - [ ] Yes
   - [ ] No

6. **Current Annual Operating Budget:**

   **Operating Budget Generated From:**
   - **Non-Orange County Government Contracts:** $  
   - **Orange County Government Contracts:** $  
   - **Non-Governmental Contracts:** $  
   - **Donations:** $  
   - **Participant Fees:** $  
   - **Other (Specify): ______________** $  
   - **Other (Specify): ______________** $  

   **TOTAL:** $ 0.00  

7. **Solicitation Contact Person** - Identify below the person who will represent the organization during the solicitation evaluation process:
   - **Solicitation Contact Name and Title:**
   - **Solicitation Contact Email Address:**
   - **Solicitation Contact Telephone:**

---

7/27/2016 4:19 PM
Solicitation Submittal Authority:

The undersigned hereby acknowledges: "I have read and understand the contents of, and have authority to submit the attached proposal/application on behalf of the above-named organization. It is correct to the best of my knowledge and represents the organization's proposal/application for the provision of the requested services."

Corporate Office or Authorized Representative | Date | Telephone
**Organization Name:**

Provide the following information about your Board of Directors

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## FORM D - RELATED SERVICES EXPERIENCE

**Organization Name:**

**DESCRIBE past and current experience in providing services related to those requested in this solicitation**

<table>
<thead>
<tr>
<th>Description of Related Services</th>
<th>Length of Time in Business</th>
<th>Cities/Counties/Area Where Services are Provided</th>
<th>Funding/Contract Amount</th>
<th>Funding Source(s)</th>
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<td></td>
</tr>
</tbody>
</table>

Contact Person/Title/Telephone:

* Enter "Present" if still providing the identified services.
Attachment III

BUDGET FORMS

Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services
July 27, 2016
# Access to Mobile/Cellular/Internet Devices in Improving Quality of Life Services

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Subject</th>
<th>Form Number</th>
<th>Page/Tab Number</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Table of Contents</td>
<td>N/A</td>
<td>2</td>
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<tr>
<td>Detailed Line Item Budget Summary</td>
<td>Budget Form 1</td>
<td>3</td>
</tr>
<tr>
<td>Administrative and Program Staffing</td>
<td>Budget Form 2</td>
<td>4</td>
</tr>
<tr>
<td>Salary and Benefits Detail</td>
<td>Budget Form 3</td>
<td>5</td>
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<tr>
<td>Services &amp; Supplies Detail</td>
<td>Budget Form 3</td>
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<td>Subcontractor(s)/Consultants Detail</td>
<td>Budget Form 4</td>
<td>6</td>
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<tr>
<td>Facility Expense Detail</td>
<td>Budget Form 5</td>
<td>7</td>
</tr>
<tr>
<td>Start-up Budget Detail</td>
<td>Budget Form 6</td>
<td>8</td>
</tr>
</tbody>
</table>
# BUDGET FORM 1
## DETAILED LINE ITEM BUDGET SUMMARY

**July 1, 2016 - June 30, 2017**

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administration</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$</td>
</tr>
<tr>
<td>Benefits</td>
<td>$</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>$</td>
</tr>
<tr>
<td>Subcontracts</td>
<td>$</td>
</tr>
<tr>
<td>Indirect</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Administration Costs</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Program</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$</td>
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<tr>
<td>Benefits</td>
<td>$</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
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<td>Subcontracts</td>
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</tr>
<tr>
<td><strong>Total Program Costs</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Gross Costs</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MHSA</td>
<td>$</td>
</tr>
<tr>
<td>Medi-Cal</td>
<td>$</td>
</tr>
<tr>
<td>Donations</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Costs</th>
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</tr>
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<tbody>
<tr>
<td><strong>Total Net Costs</strong></td>
<td>$</td>
</tr>
<tr>
<td>(Gross Cost - Revenue)</td>
<td></td>
</tr>
<tr>
<td><strong>Start-up Costs</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Grand Total (Net + Start-up)</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

<p>| Clients to be Served           | 0      |
| Direct Service Hours           | 0      |
| Unduplicated Clients           | 0      |</p>
<table>
<thead>
<tr>
<th>Position/Title</th>
<th>Name</th>
<th>Hours Per Week</th>
<th>Annual Salary</th>
<th>FTE for Contract</th>
<th>Salary Paid by Contract</th>
<th>Benefits (% of Salaries) <em>add % to formula</em></th>
<th>Total Salary Paid by Contract</th>
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<tbody>
<tr>
<td>Direct Administrative Personnel</td>
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<td>Total Direct Administrative</td>
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<tr>
<td>Program Administrative Personnel</td>
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<td>Total Program Administrative</td>
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<td>Program Personnel</td>
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*Exclude payments to subcontractors*
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<tr>
<td>Total Program</td>
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</tr>
<tr>
<td>Grand Total</td>
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</tr>
</tbody>
</table>

TOTAL will automatically transfer to Budget Form 1

*1 FTE is equivalent to 40 hours per week

PROVIDE A DETAILED JUSTIFICATION FOR EACH REQUESTED POSITION AS AN ATTACHMENT TO THIS ADMINISTRATIVE and PROGRAM STAFFING SALARY and BENEFITS DETAIL. FAILURE TO INCLUDE A DETAILED JUSTIFICATION WILL RESULT IN YOUR BUDGET BEING DEEMED VAGUE OR INCOMPLETE.
**BUDGET FORM 3**
SERVICES and SUPPLIES ("S & S") DETAIL
July 1, 2016 - June 30, 2017

The following categories are suggestions only and should be revised to reflect the categories that are specific to the bidders proposal.

<table>
<thead>
<tr>
<th>Category</th>
<th>Administrative</th>
<th>Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dues, Subscriptions, Licenses</td>
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<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
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</tr>
<tr>
<td>Office Expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing</td>
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</tr>
<tr>
<td>Program Supplies</td>
<td></td>
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</tr>
<tr>
<td>Rent/Mortgage (Complete Detail on Budget Form 5)</td>
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<td>- $</td>
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<tr>
<td>Telephone</td>
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</tr>
<tr>
<td>Training/Travel (Subject to Specific Approval)</td>
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<tr>
<td>Transportation*</td>
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</tr>
<tr>
<td>Utilities</td>
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<td></td>
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<tr>
<td>Other:</td>
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<td>Other:</td>
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<tr>
<td>Other:</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$</td>
<td>- $</td>
</tr>
</tbody>
</table>

*Indicate reimbursement rate per mile

**TOTAL will automatically transfer to Budget Form 1**

PROVIDE A DETAILED JUSTIFICATION FOR EACH BUDGETED LINE ITEM AS AN ATTACHMENT TO THIS SERVICES and SUPPLIES DETAIL. FAILURE TO INCLUDE A DETAILED JUSTIFICATION WILL RESULT IN YOUR BUDGET BEING DEEMED VAGUE OR INCOMPLETE.
<table>
<thead>
<tr>
<th>ADMINISTRATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title &amp; Name of Subcontractor:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Duties and Minimum Qualifications:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title &amp; Name of Subcontractor:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Duties and Minimum Qualifications:</strong></td>
</tr>
</tbody>
</table>

| | | | |
| | | | |

| | | | |
| | | | |

**Total of Administrative Subcontractor(s)/Consultant(s):** $ - 
**Total of Program Subcontractor(s)/Consultant(s):** $ - 
**Total of All Subcontractor(s)/Consultant(s):** $ - 

**TOTAL will automatically transfer to Budget Form 1**
In the space below, describe the basis for budgeting costs of program facilities and office space. Include leases, mortgages, and property tax as applicable. If an allocation is made between the program(s) applied for herein and another program, indicate the basis for this allocation. For example, if a program funded by Revenue Sharing occupies 1/3 of a leased space and the remaining space is occupied by the program(s) applied for herein, an allocation of 2/3 of the lease cost may be indicated, based upon square footage.

<table>
<thead>
<tr>
<th>Total Facility</th>
<th>Proposed Amount Allocated to the Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Administrative</td>
</tr>
<tr>
<td>Gross Square Footage</td>
<td></td>
</tr>
<tr>
<td>Lease/Rent Expense</td>
<td></td>
</tr>
<tr>
<td>Mortgage Interest $</td>
<td></td>
</tr>
<tr>
<td>Property Taxes $</td>
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</tr>
<tr>
<td>Total $</td>
<td></td>
</tr>
<tr>
<td>% of Gross Square Foot Allocation</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Cost Per Square Foot $</td>
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</tr>
</tbody>
</table>

TOTAL will automatically transfer to Budget Form 3
BUDGET FORM 6
START-UP BUDGET DETAIL
July 1, 2016 - June 30, 2017

The following categories are suggestions only and should be revised to reflect the
categories that are specific to the bidders proposal

<table>
<thead>
<tr>
<th>Category</th>
<th>Administrative</th>
<th>Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Furniture</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Lease deposits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Office Expense</td>
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<td></td>
</tr>
<tr>
<td>5. Program Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Renovation/build-out Expense</td>
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<td></td>
</tr>
<tr>
<td>7. Rent/Mortgage</td>
<td></td>
<td></td>
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<tr>
<td>8. Staff</td>
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<td></td>
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<tr>
<td>9. Telephone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Utilities</td>
<td></td>
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<td>11. Other:</td>
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<td>12. Other:</td>
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<tr>
<td>13. Other:</td>
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</tr>
</tbody>
</table>

TOTAL: $ - $ -

TOTAL will automatically transfer to Budget Form 1

PROVIDE A DETAILED JUSTIFICATION FOR EACH BUDGETED LINE ITEM AS AN ATTACHMENT TO
THIS START-UP BUDGET DETAIL. FAILURE TO INCLUDE A DETAILED JUSTIFICATION WILL RESULT
IN YOUR BUDGET BEING DEEMED VAGUE OR INCOMPLETE.
### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Aug 17, 2016 4:00:00 PM PDT