Marin County Health and Human Services

Case Management System Implementation for the Whole Person Care Project:

Request For Proposals

HHS RFP-2018-7

DATE ISSUED: February 13, 2018

DEADLINE FOR SUBMISSIONS: Noon PDT: March 9, 2018

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Prepared by: Intrepid Ascent, LLC
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REQUEST FOR PROPOSALS:
Case Management System
HHS RFP-2018-7; Issued: February 12, 2018

Marin County is seeking a vendor to provide an electronic Case Management System (“System”) to support the implementation of the County’s Whole Person Care (WPC) Program. WPC’s goal is to better serve Medi-Cal beneficiaries who are homeless and precariously housed individuals and those with complex medical and psychosocial conditions, including mental health and substance use disorders, through a team-based service model that integrates physical health, behavioral health, and housing providers. Initially the County would implement the System as a stand-alone tool to support development and electronic sharing of comprehensive care plans for homeless and precariously housed individuals. The County expects over time to integrate the case management system with its Health Information Exchange (HIE), the Marin Health Gateway, as well as have it bi-directionally share with County and partner data systems that are not connected or planned for connection to the HIE. These could include a Google Forms enrollment database, EHRs, Homeless Management Information Systems (HMIS), and others.

1. Background

Marin County Health and Human Services Program Context

Marin County Health and Human Services is engaged in a collaborative implementation of three major Medi-Cal initiatives that prioritize coordinated case management for complex patients, high medical and social services systems utilizers, and homeless or precariously housed county residents:
- Whole Person Care Pilot (WPC)
- Health Homes for Patients with Complex Needs Program (HHP)
- Public Hospital Redesign and Incentives in Medi-Cal Program (PRIME)

The vision of the WPC Pilot is to build a sustainable, evidence-based, outcomes-focused coordinated system of care across health and social sectors to more efficiently and effectively serve Marin County’s most vulnerable Medi-Cal beneficiaries. The program seeks to build upon existing programs and services by implementing a unified coordinated entry and case management system, standardizing screening, assessments, and care coordination, and promoting multi-directional information sharing and care coordination among providers. WPC is initially focusing on clinics and community partners that serve homeless and precariously housed clients with a housing first focus to health stabilization. The County is leading WPC and has prioritized implementation of a case management system to support the program. It is possible but not certain that the system could support other programs with a case management focus such as HHP or PRIME.

As of July 1, 2018, eligible Medi-Cal beneficiaries with multiple chronic conditions who are frequent utilizers may benefit from enhanced care management and coordination through a new program being implemented by DHCS called Health Homes. In collaboration with Partnership Health Plan, the federally qualified health centers (FQHCs) may be required to coordinate physical health, behavioral
health, and community-based long-term services for patients with chronic conditions. Health Homes providers will be required to provide comprehensive care management, coordination and referrals, health promotion, transitional care, and individual and family support. The HHP program encourages implementing health Information Technology (IT) solutions that support these multidisciplinary core services.

Finally, PRIME supports public hospital transitions to value based care delivery and reimbursement, with a focus on setting goals for patient care and quality improvement initiatives. Hospitals increasingly require the ability to track patient outcomes and coordinate care for complex patients and high utilizers.

Marin County has been building information sharing capacity since 2014 with the development and implementation of a Health Information Exchange (HIE), the Marin Health Gateway. The Gateway is designed to consolidate HHS data systems and increase data sharing with FQHCs and other critical clinical “safety net” partners. Marin Community Clinics and Marin General Hospital started testing the Gateway in November 2017 and the County plans expansion of the Gateway to additional clinical partners in 2018. The Marin HIE lays an important foundation for a countywide culture of information sharing and adopting additional data sharing tools.

**Marin County Whole Person Care Background**

Marin County was funded in the second round of WPC applications in June 2017. Funding for this pilot program continues through Q4 2020. The County has begun implementation of the program, focusing on providing comprehensive case management for homeless and precariously housed Medi-Cal eligible clients who are high utilizers of health and social services systems. The County is pilot testing Housing Case Management models through a collaborative team of community health and housing providers (Ritter Center, Marin Housing Authority, and St. Vincent de Paul Society). Assessment of the IT capacity of HHS and community partners identified the need to more efficiently and securely share client information for case management. Therefore, Marin County has prioritized implementation of a case management system in 2018 as the next step of its HIE expansion.

The County has recruited a broad range of stakeholders who have committed to data sharing through a case management tool. These partners include many Marin County departments:

- Behavioral Health and Recovery Services
- Epidemiology
- Social Services
- Adult Protective Services
- Emergency Services (EMS)
- Criminal Justice

Additional clinical and community partners are listed in Table 1.
### Table 1: Current WPC Partners

<table>
<thead>
<tr>
<th>Partner Name</th>
<th>Organization Type</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hospitals and Clinics</strong></td>
<td></td>
</tr>
<tr>
<td>Marin General Hospital</td>
<td>Public Hospital</td>
</tr>
<tr>
<td>Coastal Health Alliance</td>
<td>FQHC</td>
</tr>
<tr>
<td>Marin City Health and Wellness Center</td>
<td>FQHC</td>
</tr>
<tr>
<td>Marin Community Clinics</td>
<td>FQHC</td>
</tr>
<tr>
<td>Ritter Center</td>
<td>FQHC / Housing Services Provider</td>
</tr>
<tr>
<td><strong>Housing Organizations</strong></td>
<td></td>
</tr>
<tr>
<td>Marin Housing Authority</td>
<td>Public Housing Provider</td>
</tr>
<tr>
<td>Homeward Bound</td>
<td>Homeless Shelters and Services</td>
</tr>
<tr>
<td>St. Vincent de Paul Homeless Outreach Team</td>
<td>Homeless Services Provider</td>
</tr>
<tr>
<td>Buckelew Programs Marin</td>
<td>Supportive Housing and Recovery Services</td>
</tr>
</tbody>
</table>

### Contract Term

HHS is seeking a multi-year contract, lasting from the date the contract is signed in 2018 until the end of the WPC pilot on December 31, 2020. This contract will be divided into four phases: 1) Implementation and training of initial users will be completed by Q3 2018; 2) Training additional community partners and integrating additional data sources through the end of 2018; 3) Integration with the County HIE and implementation of single sign-on capability with EHRs through Q3 of 2019; and 4) Technical support and system maintenance through 2020 as needed. See Table 6 on page 12 for a more detailed phased implementation timeline.

The County seeks a System that would also be appropriate for expansion to other programs and partners if needed. There is the possibility of optional contract renewal beyond 2020 to serve ongoing County programs. Potential contract renewal beyond 2020 is contingent upon demonstration of progress in achieving measurable results to the County’s satisfaction and compliance with all contract requirements, as well as the availability of contract project funding.
2. Technical Design

2.1 Functionality Requirements

The following tables outline the required functionality profiles that Marin County and community partners have identified to meet the goals of enhanced case management capacity. Applications should describe a clear understanding of these profiles through the narrative response to this RFP. In addition, interested vendors are asked to provide details on these capabilities and the specific functional components that comprise them in Attachment A. Attachment A allows applicants to indicate which functionalities are currently available and which would have to be developed as customized implementations. Attachment B asks applicants to summarize their cost structure. Please be sure to indicate which functions are included as part of a base cost, and what would require additional cost for vendor customization. The County is looking for a case management system that has the following capabilities and features:

**Intuitive user interface and workflow support**: The system should have an easily navigable user interface that is customizable to WPC program needs. A primary requirement of the WPC program is rapid and collaborative development of a comprehensive care plan for every enrolled client. The care plan should be a living document, accessible to all members of a multi-disciplinary care team, and built from customized social and physical health assessments. The system should allow users to easily connect care providers as “care teams,” and assign members of the care teams individual roles and access permissions, to accommodate 42 CRF Part 2 requirements. The tool must be accessible by care team members working in the field and should facilitate effective and secure team communication. The tool must allow team members to assign tasks and track closed-loop referrals.

<table>
<thead>
<tr>
<th>Table 2: User Interface and Workflows</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Comprehensive Care Plan Development</strong></td>
</tr>
<tr>
<td>Description: Collaboratively develop and securely share a comprehensive care plan.</td>
</tr>
<tr>
<td>• Based on customized assessments required by WPC</td>
</tr>
<tr>
<td>• Accessible to all Care Team members</td>
</tr>
<tr>
<td>• Living document with real-time information</td>
</tr>
<tr>
<td>• Download and share as a pdf when needed</td>
</tr>
<tr>
<td>• Export / share as structured data such as XML</td>
</tr>
<tr>
<td>• Language support for client access</td>
</tr>
<tr>
<td><strong>Team Based Care</strong></td>
</tr>
<tr>
<td>Allows multiple care team members to monitor and add content to the care plan, assign responsibility for tasks, and track task completion</td>
</tr>
<tr>
<td>• Quick, easy and flexible team building with contact information</td>
</tr>
<tr>
<td>• Assign roles / access to team members</td>
</tr>
<tr>
<td>• Portions of Care Plan accessible based on role and access designation</td>
</tr>
<tr>
<td>Case Management Attribute</td>
</tr>
<tr>
<td>----------------------------</td>
</tr>
</tbody>
</table>
|                            |                                                                             | • Accessible in the field or by clients/caregivers from mobile phones or tablets  
• Assign an alternate Case Manager when team member is on vacation or new Case Manager if staff turns over  
• Clearly assigns tasks to team members; records communication and care plan version history  
• Archives information if a client is no longer enrolled in WPC  
• Facilitates team communication |
| Case Management and Coordination | All team members, including the client, can track status and communicate with each other. Includes current client data feed, customizable notification methods, secure communication, event alerts. Combines relevant physical and mental health information with other social services, including templates for standardized assessments used by Whole Person Care. | • Tracks consent and eligibility status and provides reminders for renewal due dates  
• Configurable workflows or task templates  
• Configurable notification preferences  
• Secure communication and event alerts  
• ED, hospital and jail discharge information  
• Customized “social” alerts such as housing crisis or loss of services  
• Client panel and individual client task lists  
• Information feeds can be organized in sections (medical, BH, forensics, etc.)  
• Ability to filter information by date ranges  
• Clear due dates with multiple views (calendar, list for all clients, individual client)  
• Tools to encourage team communication  
• End-to-end encrypted data transmission method(s), such as encrypted email, Direct, or secure SMS  
• Mobile App access in the field |
| Referral Management | Track referrals to other team members or to external partners, and “close the loop” when services are provided | • Coordinate transitions of care securely, leveraging standards that allow for information to be sent to and from outside systems (e.g., EHRs)  
• Connect client to services and providers |
| Health, Trauma and Social Risk Assessments | Incorporates structured assessment data for both social and physical health assessment. Provides options for collecting and populating assessment data in the CM application as well as to either pull from external sources or push to external sources from internal templates. | • PHQ-9  
• VI-SPDAT  
• Other SDOH assessment tools  
• User interface for populating new assessments  
• Avoid duplicate data entry through bi-directional data sharing |
**Data and interoperability**: The Case Management System must have the ability to pull and push health and social data, be able to retrieve data in various formats from source systems, and scale to additional partners and data systems as needed. The County is interested in eventual integration with the Gateway, as well as other required data systems like physical and behavioral health EHRs, Homeless Management Information System (HMIS – used by housing and homeless service providers for federal reporting to Housing and Urban Development), internal County data systems like criminal justice or accounting, and others. In the interest of limiting dual data entry for case managers, the System must be able to support single sign-on from other systems. The System must provide reporting dashboards for management, individual case managers, and care teams. Finally, the HHS Epidemiology department requires the ability to easily export all data for external analysis and reporting when required.

<table>
<thead>
<tr>
<th>Table 3: Data and Interoperability</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Case Management Attribute</strong></td>
</tr>
<tr>
<td>HIE Integration</td>
</tr>
<tr>
<td>Other Data Integration</td>
</tr>
<tr>
<td>Prevent dual data entry</td>
</tr>
<tr>
<td>Financial Integration</td>
</tr>
<tr>
<td>Customizable Analytics</td>
</tr>
<tr>
<td>Data Export Capability</td>
</tr>
<tr>
<td>Scalability</td>
</tr>
</tbody>
</table>
**Privacy and Security:** Vendors should demonstrate their familiarity with and solutions for industry security requirements. Additionally, vendors must demonstrate the security and privacy solutions that allow team collaboration and communication to occur securely but efficiently. For example, the system should have the capacity for end-to-end encrypted, user-friendly data transmissions for alerts and messaging, and the ability to track patient consent status, and storage of Release of Information (ROI) agreements for access by all team members.

<table>
<thead>
<tr>
<th>Table 4: Privacy and Security</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Attribute</strong></td>
</tr>
</tbody>
</table>
| Configurable Access Roles      | Can assign roles to team members to control access to sensitive client information | • Granular access permissions for care team members  
• Ability to change permissions with changes in ROI agreements  
• Experience with SUD Treatment or behavioral health information |
| Security Requirements          | Adherence to healthcare regulations and best-practices for application security | • Audit logs for system use and access at the individual user-level  
• Data encryption in-transit and at-rest  
• Salted passwords  
• Hardened security key management infrastructure |
| Data Security Certifications   | Verified compliance with health information regulations | • HITRUST Certification desirable  
• Third Party verified HIPAA Compliance |
| Data Sharing Agreements        | Tracks Consent and Data Sharing Agreements               | • Electronic patient consent status tracking  
• Storing consents and ROIs in the system for easy care team and partner verification. |
| Secure/de-identified Alerts and Messaging | Ability to send secure alerts about clients to care team members | • End-to-End Encrypted, user friendly data transmission method(s), such as encrypted email, Direct, or secure SMS |

**2.2 Architectural Model**

Current WPC partners gather data through a variety of electronic health record or practice management solutions. Additionally, the epidemiology department gathers data from multiple sources in order to conduct assessment for a variety of program planning and evaluation tasks. Table 5 summarizes the current systems in use by County departments and WPC Partners. Many of these systems will be connected via the Marin Health Gateway, the county HIE. Appendix B at the end of this RFP provides additional information about the architecture of the Health Gateway to provide context for the implementation of a Case Management System.
### Table 5: Current WPC Partners and Data Management Systems

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Practice Management</th>
<th>EHR</th>
<th>Other System</th>
<th>Marin Health Gateway Connection</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hospitals and Clinics</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marin General Hospital</td>
<td></td>
<td>McKesson</td>
<td>Thrasys</td>
<td>Live in Q1 2018</td>
</tr>
<tr>
<td>Coastal Health Alliance</td>
<td></td>
<td>eClinicalWorks</td>
<td></td>
<td>Live in Q3-Q4 2018</td>
</tr>
<tr>
<td>Marin City Health and Wellness Center</td>
<td></td>
<td>eClinicalWorks</td>
<td></td>
<td>Live in Q3-Q4 2018</td>
</tr>
<tr>
<td>Marin Community Clinics</td>
<td></td>
<td>NextGen</td>
<td></td>
<td>Live in Q1 2018</td>
</tr>
<tr>
<td>Ritter Center</td>
<td></td>
<td>eClinicalWorks, Marin WITS</td>
<td></td>
<td>Live in Q3-Q4 2018</td>
</tr>
<tr>
<td><strong>Housing Organizations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marin Housing Authority</td>
<td>HMIS</td>
<td></td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>St. Vincent de Paul Homeless Outreach Team</td>
<td>HMIS</td>
<td></td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>Homeward Bound</td>
<td>HMIS</td>
<td>Clinician’s Gateway (BH EHR)</td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>Buckelew</td>
<td>HMIS</td>
<td>Psych Consult, Clinician’s Gateway, WITS</td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td><strong>Marin County Departments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Behavioral Health and Recovery Services</td>
<td>Sharecare</td>
<td>Clinician’s Gateway, Marin WITS</td>
<td>Live in Q1 2018</td>
<td></td>
</tr>
<tr>
<td>EMS</td>
<td></td>
<td>ESO Solutions</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Social Services</td>
<td>C-IV</td>
<td></td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>Adult Protective Services</td>
<td>State Mandated System</td>
<td></td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>Criminal Justice</td>
<td>EJUS</td>
<td></td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>Epidemiology</td>
<td></td>
<td>Google Suite (Forms, Sheets, Docs)</td>
<td></td>
<td>NA</td>
</tr>
</tbody>
</table>

Figure 1 comprises a basic representation of the future data sharing architecture of WPC, including both basic and optional functionalities. This model is for reference only, and is not intended to represent the final implementation model. As part of a response to this proposal, HHS welcomes more detailed and/or alternate architectural models that conform to the minimum functionality requirements defined above.

This proposed design displays the proposed data integration model for the Case Management System in relationship to the Marin Health Gateway, and includes new partner organizations that will
participate in WPC. The County welcomes suggested modifications to this integration model as a part of proposal responses.

Figure 1: Proposed Data Integration Model for the Case Management System

This diagram also includes a list of currently utilized data exchange format and transport standards. It is the preference of the County to continue to utilize these standards, including for data exchange between the Case Management System and the Health Gateway, as well as between the Case Management System and any WPC partners that are interacting directly with the System (and therefore outside of the Health Gateway data infrastructure). Any suggested deviations from these standards should be indicated in responding proposals.

For further reference, Appendix B also summarizes which EHR edge-systems will be connected to the Marin Health Gateway and how data will be extracted from them. Some of these systems may
require single sign-on solutions in Phase III of the Case Management System implementation described below.

2.3 Phased Implementation

The WPC program is currently enrolling and managing clients through a temporary data collection and sharing system. County staff and partners are entering all data manually and navigating multiple drives and spreadsheets to track client information. The county hopes to implement a long-term solution as soon as possible. Please consider your company’s ability to adhere to the following proposed timeline (Table 6) when responding to this RFP.

Table 6: Proposed Implementation timeline

<table>
<thead>
<tr>
<th>Project Goal</th>
<th>Estimated Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Selects Case Management Vendor</td>
<td>April 13, 2018</td>
</tr>
<tr>
<td>Contracting (est. 4 weeks)</td>
<td>April 13 – May 11, 2018</td>
</tr>
<tr>
<td>Board of Supervisors Approval (est. 4 weeks)</td>
<td>May 11 – June 8, 2018</td>
</tr>
<tr>
<td>Phase I Implementation:</td>
<td></td>
</tr>
<tr>
<td>Platform Design and Implementation with initial data integration from temporary county database (Google Suite)</td>
<td>Mid June – August 2018</td>
</tr>
<tr>
<td>Onboarding and training of Phase I users (Housing Case Management Partners and FQHCs)</td>
<td>August – September 2018</td>
</tr>
<tr>
<td>Phase II Implementation:</td>
<td></td>
</tr>
<tr>
<td>Data sharing and integration with HMIS</td>
<td>September – October 2018</td>
</tr>
<tr>
<td>Data sharing and integration with EJUS</td>
<td>September – October 2018</td>
</tr>
<tr>
<td>Onboarding and training of Phase II users (Other community partners, behavioral health, etc.)</td>
<td>October – December 2018</td>
</tr>
<tr>
<td>Phase III Implementation:</td>
<td></td>
</tr>
<tr>
<td>Data sharing and integration with EHRs, Single Sign on</td>
<td>January – September 2019</td>
</tr>
<tr>
<td>Integration with the Marin Health Gateway (County HIE)</td>
<td>January – September 2019</td>
</tr>
<tr>
<td>Phase IV Maintenance and Technical Assistance</td>
<td>August 2018 – December 2020</td>
</tr>
</tbody>
</table>

The County would first design and implement a Case Management System and populate it with data currently entered in Google Sheets (Phase I). Phase II would focus on creating bi-directional exchange with HMIS, a database required for housing and homeless services providers and case managers, and possibly with EJUS a system designed by Marin County’s criminal justice division that tracks a client’s interactions with that system such as arrests, probation, and court appearances (Figure 1, yellow box). Phase III would begin connecting the care management system and the Marin Health Gateway by integrating with the HIE and implementing single sign-on solutions for EHR users as necessary (Figure 1, green box). Phase IV assumes ongoing maintenance and technical assistance required until the end of the WPC contract period in Q4 2020.
3. Requirements and Expectations for Contractors

3.1 Summary of Contract Terms, Conditions and Requirements

The contractor shall be required to comply with this Request for Proposals RFP-HHS-2018-7; the terms and conditions required by the original funding source for the programs and services described by this RFP; the terms and conditions of the County of Marin’s Professional Services Contract; and the County of Marin’s Standard Business Associate Agreement as required by the HITECH ACT for any organization managing health information data on behalf of a Covered Entity. The County’s Professional Services Contract, contains specific provisions, including but not limited to nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting an Application, the applicant agrees to be bound by all terms and conditions of the County’s Standard Professional Services Contract and Business Associates Agreement, attached hereto as Appendix C and execute the same, if selected.

3.2 Insurance

The County requires that all contractors carry $1,000,000 in liability insurance ($2,000,000 aggregate). The County must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The required insurance coverage requirements include automobile insurance and is described in the County of Marin’s Standard Professional Services Contract, attached hereto as Appendix C. It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting a Proposal.

3.3 Administrative and Legal Requirements

1. Contractors will be paid based on completion of specific milestones to the County’s satisfaction. Milestones will be negotiated during the contracting period. Specific instructions for invoicing will be provided to contractor upon award of a contract. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the allocation will not be reimbursed.

2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.

3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the
storage or transportsations of weapons-related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.

4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.

5. In order to be awarded a contract, contractors would have to provide documentation that they meet the following requirements:

   a. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP. Documentation: Tax Identification Number and a description of the applicable administrative and program resources.

   b. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:
      i. Conflict of interest policy for staff and governing boards. Documentation: copy of the conflict of interest policy.
      iii. Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief. Documentation: copy of nondiscrimination policy and certification statement.

   c. Applicants must have proven fiscal capacity including capacity for fund accounting.

   d. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.

   e. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements. Documentation: certification statement.

6. If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person’s eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

7. Contractor shall comply with applicable local, State and Federal statutes and regulations, and case law, including but not limited to the Federal Health Insurance Portability and Accountability Act (HIPAA), Welfare and Institutions Code 5328, Welfare and Institutions Code 10850, CA Confidentiality of Medical Information Act (CMIA), Title 42 of the Code of Federal Regulations, Title 9, California Administrative Code, hereinafter referred to as “Code”, as well as all future changes or amendments to each of the preceding, and the State of California, Department of Health Care Services, Cost Reporting/Data Collection System.

8. Contractor must also comply with all reporting requirements set forth by the Marin County Department of Health and Human Services and the State Department of Health Care Services.

4. Application Instructions

In responding to the RFP (the submission is hereinafter referred to as “Application” or “Proposal”), use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Application Review Committee. A non-response will result in disqualification of the Application.

Successful applications will demonstrate the ability to provide the required services described above as well as provide the following:

Section 1: Executive Summary (Page limit: 1 page)

Please summarize your experience, project implementation, and support approach in the Executive Summary.

Section 2: Company Information and Experience (page limit: 2 pages)

Provide the following information:

1. Vendor name, address, and telephone number
2. Contact name, email, and phone number
3. Number of years in business
4. Initial release dates for all software products included in your RFP response
5. List of any partner organizations, sub-contractors, or other affiliates involved in the delivery of these services, and provide:
   a. Contact name, email, and phone number for each entity; and
   b. In an attachment to your proposal to be labeled Attachment C, include letters from each entity authorizing the proposing organization to negotiate on their behalf for this contract.

6. Describe your organization’s relevant experience, highlighting 2-3 similar past projects, the role you played and a contact person for that project.

**Section 3: References (page limit: 1 page)**

Provide three client references with names, email addresses, and phone numbers and a brief summary of a relevant example project with that client.

**Section 4: Description of Services (page limit: 5 pages)**

Provide a summary of your approach to meeting the Technical Design elements detailed in RFP Sections 2.1 (Functionality Requirements) and 2.2 (Architectural Model), including details included in Attachment A (See instructions below), that will enable HHS to effectively meet its objectives for the Care Management System. User interface screen shots and other visual aids are encouraged. Including any key information that is referenced in comments embedded in Attachment A is recommended.

**Section 5: Product Implementation and Support Plan (page limit: 3 pages)**

1. Describe your product implementation plan and approach, including:
   a. A product implementation time-line that incorporates the first three phases listed in section 2.3, including any visual aids as appropriate;
   b. An organizational chart outlining the roles and responsibilities of each staff member, subcontractor, or partner organization in the implementation process;
   c. A description of the expected roles and responsibilities of Marin County HHS or affiliated organizations in the product implementation process, including estimates of FTE-equivalent time.

2. Describe your approach to ongoing support for the products described in your implementation plan projected through Q4 of 2020, including:
   a. Any support plan options, if applicable;
   b. An organizational chart outlining the roles and responsibilities of each staff member, subcontractor, or partner organization in the product support plan;
   c. A description of the expected roles and responsibilities of Marin County HHS or affiliated organizations in the product support plan, including estimates of FTE-equivalent time.

**Section 6: Pricing (page limit: 1 page)**
1. Describe your pricing structure for the delivery of care management system services.
2. Make sure you clearly describe your pricing for the delivery of Phases I to III outlined in Section 2.3.
3. Separately, provide draft pricing and description for ongoing subscription, maintenance, and technical support (Phase IV). If multiple potential support plan options are outlined in Section 4, provide pricing information for all such plan options detailed. If your pricing depends on the number of clients managed in the system, please assume there will be 500 clients managed in PY1 (2018), and between 1,000 and 4,000 clients in PYs 2 (2019) and 3 (2020).
4. In addition to describing your pricing structure in Section 6, please fill out Attachment B with structured details on your pricing. The instructions for filling out Attachment B are described below.

Attachment A: System Capability Detail

Please fill out your product’s capabilities in the Excel workbook provided as Attachment A of your proposal. Detailed instructions are listed in the first tab of the Excel workbook. Applicants must address all sections containing a drop-down menu. Select the drop-down response that best describes the current state and capabilities of your software product(s). If you feel that additional details regarding your selection are required, please fill in these details in the “Comments” section, which follows each response. All sections containing highlighted cells grant the opportunity for respondents to populate those fields with free-text responses. Please remain mindful of the word-limits imposed on the free-text sections. The application review committee may consider responses that exceed the word-limit invalid during the evaluation phase. Free-text sections highlighted in yellow are optional. Free-text sections highlighted in orange are required. The last tab of this workbook contains a series of narrative questions that only allow for a free-text response. Referencing content included in Attachment A in responses to Section 4 of your proposal is acceptable.

Attachment B. Pricing Detail

In addition to your one-page pricing summary in Section 5, please fill in all cells in Sections 1 and 2 of the Attachment B Excel worksheet. Cells highlighted in yellow require text input. Columns labeled "Pricing Model," "Cost Category," and "Variable" in Section 1 require a drop-down menu selection. Referencing content included in Attachment B in responses to Section 6 of your proposal is acceptable. Please be sure to indicate which system functions are included as part of a base cost, and what would require additional cost for vendor customization. If your pricing depends on the number of clients managed in the system, please assume there will be 500 clients managed in PY1, and between 1,000 and 4,000 clients in PYs 2 and 3.

Attachment C. Partners and Subcontractors

As described in Section 2 of the Application Instructions (p.15), please include a letter from each partner or subcontractor entity involved in delivery of services for this contract as Attachment C of
your proposal. The letter should authorize the proposing organization to negotiate on their behalf for this contract.

5. Process for Submitting Proposals

5.1 General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation and submission of applications.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act (“PRA”), as required by law.
4. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the application submitted to the County, if applicant claims that such information falls within one or more PRA exemptions; that applicants must mark said proprietary information as “CONFIDENTIAL AND PROPRIETARY” and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County’s deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County’s deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.
5. The County reserves the right to make an award without further discussion of the applications received. Therefore, it is important that the application be submitted initially on the most favorable terms from both a technical and cost standpoint.
6. While it is the intention to award the contract to one applicant, the County reserves the right to split the award in any manner deemed most advantageous to the County. The County also reserves the right to increase or decrease the award amount.
7. In an effort to reach a decision concerning the most qualified applicant, the County reserves the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in the RFP.
8. An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services (“HHS”) or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant
may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

5.2 Submission Deadline and Format

1. Proposals must be **received via e-mail at the following address no later than 12noon PDT on March 9, 2018.** Submit applications to:

   Ken Shapiro  
   Department of Health and Human Services  
   kshapiro@marincounty.org

2. Proposals must be received by the date and time recited above. Proposals, modifications, or corrections, received after the deadline specified will not be considered, except if such modifications or corrections were at the County’s request.

3. Only Proposals submitted in the format described within this RFP will be considered. Excluding Attachment A and B Excel templates provided by the County, applications must be submitted on standard 8-1/2” x 11” size paper, typed, single- spaced, in no less than 12-point typeface, with 1” margins and pages numbered consecutively. Attachments A and B must be submitted as Excel files.

4. An Application may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.

5. The County may in its discretion accept or reject in whole or in part any or all Applications, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in an Application. The County’s waiver of an immaterial defect shall in no way modify the Application requirements or excuse the applicant contractor from full compliance with the objective if awarded the contract.

5.3 Tentative Proposal Schedule

<table>
<thead>
<tr>
<th>Table 7: Tentative Proposal Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>February 13, 2018</strong></td>
</tr>
<tr>
<td><strong>February 23, 2018, 4:00 pm PDT</strong></td>
</tr>
<tr>
<td><strong>February 27, 2018</strong></td>
</tr>
<tr>
<td><strong>March 9, 2018, noon PDT</strong></td>
</tr>
<tr>
<td><strong>March 23, 2018, noon PDT</strong></td>
</tr>
<tr>
<td><strong>March 26-March 30, 2018</strong></td>
</tr>
<tr>
<td><strong>April 13, 2018</strong></td>
</tr>
<tr>
<td><strong>June 15, 2018</strong></td>
</tr>
</tbody>
</table>
*Contract start date is contingent upon the approval of the Board of Supervisors

5.4 Contact between Applicant and County

1. **County staff contact**: During the period from issuance of this RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFP, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.

2. **Questions regarding the RFP**: To maintain a fair and impartial process, all questions regarding this RFP and the County contracting process must be submitted in writing via the County’s website and contain a contact name and address. The final date and time to submit questions in writing is **4:00pm PDT February 23, 2018**. All questions and responses will be available on the County’s website on or before **February 27, 2018**. No telephone consultation will be provided. **Questions must be submitted via the County website at https://www.marinhhs.org/.rfp.**

6. Application Review and Selection Process

6.1 Application Review and Selection

HHS staff or qualified designee(s) will conduct an initial technical review to ensure that the format requirements outlined in this RFP have been fulfilled. If any of the material format or substantive requirements is missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will be submitted to a Proposal review committee that shall evaluate and assign a consensus score for each of the applications. Individual committee member scoring sheets will be shredded after the consensus score is agreed upon. The committee may consist of persons experienced in health and human services, management information systems, and any other individuals that Health and Human Services deems capable and appropriate for the selection of potential vendors. The committee shall not include potential contractors, and no committee member may apply or assist others in applying for this contract.

All submissions will be reviewed based upon their responsiveness to this RFP and the experience and qualifications of the proposed vendor to successfully perform the scope of services specified in the RFP. Each committee member will read and score each application using a standardized scoring
instrument. The scoring instrument will reflect the requirements of the RFP.

Submissions will be evaluated on the following basis:

Table 8: Selection Criteria

<table>
<thead>
<tr>
<th>Criteria Description</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approach to meeting project requirements (including responses in Attachment A)</td>
<td>30</td>
</tr>
<tr>
<td>Project management and implementation approach</td>
<td>20</td>
</tr>
<tr>
<td>Pricing (including responses in Attachment B)</td>
<td>20</td>
</tr>
<tr>
<td>Relevant experience and capabilities (including Attachment C, if applicable)</td>
<td>15</td>
</tr>
<tr>
<td>References</td>
<td>15</td>
</tr>
<tr>
<td><strong>TOTAL POINTS AVAILABLE</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Prior to making an award, the County may choose to request additional material from the applicants. In addition, the County will ask all finalists to conduct a product demonstration and interview with the committee. The County will provide additional information about the structure of the product demonstration to applicants identified as finalists. The interview portion would be to ask follow-up questions that may arise from the review committee and the product demonstration. The County may also request additional information necessary to determine the applicant’s financial stability, ability to perform on schedule or willingness to incorporate additional features in the application, and any other relevant information necessary to make the award.

The committee will make recommendations to the Whole Person Care Director, who will make the final recommendation to the Marin County Board of Supervisors.

Once a decision is made, a Notice of Intent to Award will be mailed to all applicants evaluated by the committee. The selection of the vendor is tentatively expected by April 13, 2018.

6.2 Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County’s Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. No other provisions of the County’s Standard Professional Services Contract will be negotiated. Refer to Appendix C for a copy of the County’s Standard Professional Services Contract.

The applicant contractor awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by HHS, as well as to provide any additional data needed to satisfy other County, state or federal reporting requirements.

Award of a contract under this process does not preclude the County from conducting another RFP
process for these services at a future date.

6.3 Appeals Process

Should an applicant not accept the decision in the Notice of Intent to Award, the following appeal process may be exercised.

The appellant applicant must file a Notice of Intent to Appeal with the County Office that issued the RFP. Certified or registered mail must be used to file the Notice of Intent to Appeal. No other method of delivery will be accepted. The Notice of Intent to Appeal must be received at the address stated below no later than ten working days after the Notice of Intent to Award letter has been posted and mailed to all participating applicants.

Ken Shapiro
Whole Person Care Division Director
Marin County Department of Health and Human Services
20 North San Pedro Road, Suite 2021, San Rafael, CA 94903

The Notice of Intent to appeal must include a full and complete written statement specifying the grounds for the appeal. Areas subject to appeal are: appeal from disqualification; appeal from rejection notice; appeal from award to another applicant; or appeal challenging the validity of the process. The appeal should identify the appealing party, be in writing, refer to the specific RFP sections and pertinent documents, and state the relief requested.

The notice will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFP Application(s), the public notice, the Request for Application document, and the scoring instruments of the Application review committee, and any other document the Director or designee deems appropriate. The decision of the Department Director or designee shall be final. The decision will be communicated in writing to the appellant within five (5) business days.
Appendix A: Acronym Glossary

ADT: Admission, Discharge and Transfer
BH: Behavioral Health
CCDA: Consolidated Clinical Document Architecture
CM: Care Management
CPRA: California Public Records Act
ED: Emergency Department
EHR: Electronic Health Record
EMS: Emergency Medical Services
FQHC: Federally Qualified Health Center
HIPAA: Health Insurance Portability and Accountability Act of 1996
HITRUST Certification
HHP: Health Homes for Patients with Complex Needs
HHS: Health and Human Services
HIE: Health Information Exchange
HL7: Health Level 7
HMIS: Homeless Management Information System.
IT: Information Technology
PHQ-9: Patient Health Questionnaire – 9 (a multipurpose instrument for screening, diagnosing, monitoring and measuring the severity of depression)
PRIME: Public Hospital Redesign and Incentives in Medi-Cal Program
ROI: Release of Information
SAML: Security Assertion Markup Language
SDOH: Social Determinants of Health
SMS: Short Message Service
SUD: Substance Use Disorder
VI-SPDAT: Vulnerability Index - Service Prioritization Decision Assistance Tool
WPC: Whole Person Care
XML: eXtensible Markup Language
Appendix B: Marin Health Gateway Architecture

Figure 2 outlines the current plan for implementation of the Marin Health Gateway HIE service. Some connections are currently in the implementation phase, but Marin County anticipates the final model to conform to what is displayed. The anticipated WPC Case Management platform is displayed in red for ease of reference.

Figure 2: Proposed Architecture of the Marin Health Gateway

Marin County HHS envisions the following EHR edge-systems being connected to the Marin Health Gateway, with health data extracted from each via the following methods:
<table>
<thead>
<tr>
<th>Edge System</th>
<th>Number of Instances</th>
<th>Network Location(s)</th>
<th>Data Transport Mechanism(s)</th>
<th>Data Format(s) Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>NextGen EHR</td>
<td>1</td>
<td>Outside HHS Network</td>
<td>MLLP for HL7 Data</td>
<td>HL7 v2.5.1 Data Streams and Automated CCDA (Level 2 or 3) data stream</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>IHE profiles for CCDAs (XDS.b “push”)</td>
<td></td>
</tr>
<tr>
<td>eClinical Works EHR</td>
<td>3</td>
<td>Outside HHS Network</td>
<td>IHE profiles (query-retrieve “pull”)</td>
<td>HL7 v2.5.1 Data Streams</td>
</tr>
<tr>
<td>Dentrix Dental EHR</td>
<td>1</td>
<td>One instance inside HHS network, one outside</td>
<td>SOAP via IPSEC VPN</td>
<td>Automated CCDA (level 2) data stream</td>
</tr>
<tr>
<td>Clinician’s Gateway Mental Health EHR</td>
<td>1</td>
<td>Inside HHS network</td>
<td>Secure FTP (S-FTP)</td>
<td>HL7 v2.5.1 consolidated flat files</td>
</tr>
<tr>
<td>ESO Solutions ePCR System (EMS)</td>
<td>1</td>
<td>Outside HHS network</td>
<td>SOAP (data transport TBD)</td>
<td>Automated CCDA (level 1) data stream</td>
</tr>
<tr>
<td>Thrasys HIE Platform</td>
<td>1</td>
<td>Outside HHS network</td>
<td>IHE profiles for CCDAs and ADTs (XDS.b “push” with PIX/PDQ)</td>
<td>Automated HL7 v2.5.1 ADT with accompanying PIX/PDQ</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>IHE profiles (query-retrieve “pull”) for CCDAs</td>
<td>CCDA (level 2)</td>
</tr>
</tbody>
</table>
Appendix C: Standard Professional Services Contract and Business Associates Agreement
THIS CONTRACT is made and entered into this ___ day of ___, 20___, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and ___ , hereinafter referred to as "Contractor."

WHEREAS, County desires to retain a person or firm to provide the following service: ___ ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:
   Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:
   The County agrees to:
   A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
   B. Make available all pertinent data and records for review.
   C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:
   The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:
   In no event will the cost to County for the services to be provided herein exceed the maximum sum of $___ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:
   This Contract shall commence on ___ , and shall terminate on ___. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:
   Commercial General Liability:
   The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

   Commercial Automobile Liability:
   Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.
Workers' Compensation:
The Contractor acknowledges the State of California requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor’s duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, Exhibit C, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:
Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:
The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:
The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:
The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:
Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.
12. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**
Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. **TERMINATION:**
A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. **APPROPRIATIONS:**
The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days’ written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. **RELATIONSHIP BETWEEN THE PARTIES:**
It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers’ compensation.

16. **AMENDMENT:**
This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**
The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**
This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.
19. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney’s fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor’s negligence, recklessness or willful misconduct in the performance of this Contract.

20. **COMPLIANCE WITH APPLICABLE LAWS:**
The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

**Exhibit D - Debarment Certification**
By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below:

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- The Contractor to this Contract and any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.
21. NOTICES:
This Contract shall be managed and administered on County’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: ________________________________
Dept./Location: ________________________________
Telephone No.: ________________________________

Notices shall be given to Contractor at the following address(es):

Contractor: ________________________________
Address: ________________________________
Telephone No.: ________________________________

22. ACKNOWLEDGEMENT OF EXHIBITS:
☐ Check applicable Exhibits

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OTHER REQUIRED EXHIBITS (HHS USE ONLY)

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:  APPROVED BY
By: ________________________________  County of Marin:
Name: ________________________________  By: ________________________________
Title: ________________________________

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: ________________________________  Date: ________________________________
EXHIBIT M: 
BUSINESS ASSOCIATE AGREEMENT 
TERMS AND CONDITIONS

To the extent Contractor is a business associate as defined under the Federal Health Insurance 
Portability and Accountability Act ("HIPAA") and the HITECH Act, Contractor shall comply with 
the additional terms and conditions set forth in this Exhibit ("M") to the Professional Services 
Contract ("PSC" or "Contract"). This Business Associate Agreement Exhibit “M” supplements 
and is made a part of the Contract by and between the County of Marin, referred to herein as 
Covered Entity ("CE"), and __________________________, referred to herein as Business Associate ("BA"), to which this Exhibit “M” is an incorporated attachment.

RE bâtials

CE and BA have entered into a business relationship through which BA may receive Protected 
Health Information ("PHI") (defined below) from CE or create, collect, transmit, retain, process or 
otherwise use PHI on behalf of CE pursuant to the terms of the Contract.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to, created 
by, or in any manner used by, BA pursuant to the Contract in compliance with 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 regulations promulgated thereunder by the U.S. Department of Health and 
Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) 
require CE to enter into a contract containing specific requirements with BA prior to the 
disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) 
and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this 
Exhibit “M”.

In consideration of the mutual promises below and the exchange of information pursuant to this 
Exhibit “M”, the parties agree as follows:

1. Definitions

   a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. 
      Section 17921].

   b. Business Associate shall have the meaning given to such term under the Privacy Rule, 
      the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 
      17938 and 45 C.F.R. Section 160.103. For purposes of this Exhibit “M”, use of the term 
      Business Associate includes all Contractor agents, employees, contractors or other 
      associates providing services or assistance to Contractor under the Contract.

   c. Covered Entity shall have the meaning given to such term under the Privacy Rule and 
      the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103. For purposes 
      of this Contract, this term is intended to mean the County of Marin.

   d. Data Aggregation shall have the meaning given to such term under the Privacy Rule, 
      including, but not limited to, 45 C.F.R. Section 164.501.
e. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. DHHS Secretary shall mean the Secretary of the U.S. Department of Health and Human Services.

g. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

h. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Individual shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

k. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

l. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

m. Protected Information shall mean PHI provided by CE to BA or created or received by BA on CE’s behalf.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. Permitted Uses. BA shall not use Protected Information except for the purpose of performing BA’s obligations under the Contract and as permitted under the Contract and this Exhibit “M”. Further, and notwithstanding anything to the contrary above, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA’s obligations under the Contract and as permitted under the Contract and this Exhibit “M”. Further, and notwithstanding anything to the contrary above, BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Exhibit “M” and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate administrative, physical and technical safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]

e. **Reporting of Improper Access, Use or Disclosure.** Unless stricter reporting requirements apply in accordance with federal or state laws or regulations, other provisions of the Contract, or this Exhibit “M”, BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Exhibit “M”, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. BA shall provide notice to CE as set forth in paragraph 6.

f. **Business Associate’s Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph d above with respect to PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain
sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e). If any Individual requests access to protected Information directly from BA or its agents or subcontractors, BA shall inform the CE of the request without unreasonable delay, in any event no later than three (3) days of receipt of the request. If the CE permits the disclosure, the CE will inform the BA within two (2) days of the receipt of the request from BA, Whereupon the BA will be authorized to provide access to the client.

h. **Amendment of PHI.** Within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an Individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any Individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) business days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individuals’ authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) business days of a request forward it to CE in writing. However, it shall be BA’s responsibility to prepare and deliver any such accounting requested and to do so in accordance with law. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Exhibit “M” [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use, disclosure and privacy protection of Protected Information available to CE and to the DHHS Secretary for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the DHHS Secretary concurrently with providing such Protected Information to the DHHS Secretary.

k. **Minimum Necessary.** BA and its agents or subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the DHHS Secretary with respect to what constitutes “minimum necessary.”

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information. The CE is the owner of all protected information and/or records containing such PHI provided to BA pursuant to the Contract or this Exhibit “M.”

m. **Notification of Breach.** Unless stricter reporting requirements apply in accordance with federal or state laws or regulations, other provisions of the Contract, or this Exhibit “M”, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Unless CE provides BA with written notice within 3 (three) business days that it will undertake such obligations on behalf of BA, BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. The parties agree that CE has the sole discretion to determine whether or not it will undertake such obligations on behalf of BA and that, if it does, CE has the right to require BA to pay for any or all costs associated therewith. BA shall provide notice to CE as set forth in paragraph 6.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE’s obligations under the Contract or this Exhibit “M” or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the DHHS Secretary. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE’s obligations under the Contract or this Exhibit “M” or other arrangement within five (5) business days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation. BA shall provide notice to CE as set forth in paragraph 6.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Exhibit “M” for the purpose of determining whether BA has complied with this Exhibit; provided,
however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, contracts, policies and procedures does not relieve BA of its responsibility to comply with this Exhibit “M”, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Contract or this Exhibit “M”. BA shall notify CE within ten (10) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination of Contract

a. **Material Breach.** A breach by BA of any provision of this Exhibit “M”, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** Notwithstanding any provision in the Contract to the contrary, CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Exhibit “M” to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Indemnification**

In addition to any other indemnification and defense obligation under the Contract, BA will indemnify, defend and hold harmless CE and it’s respective employees, directors, officers, subcontractors, agents and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation reasonable attorney’s fees, suffered by CE from or in connection with any breach of Exhibit “M”, or any negligent or wrongful acts or omissions in connection with this Exhibit “M”, by BA or its employees, directors, officers, subcontractors or agents.
5. Insurance

BA shall maintain insurance with respect to BA’s obligations under the Contract and this Exhibit “M” reasonably satisfying to CE and provide from time to time as requested by CE proof of such insurance.

6. Notices

Any notice to be given under this Exhibit “M” to CE shall be made via overnight mail or hand delivery at CE’s address given below and by providing telephonic notification as specified below. Any such notice shall be deemed given when so delivered to or received at the proper address.

Notice to CE:
   a. Privacy Officer – Department of Health and Human Services, 20 N. San Pedro Rd, San Rafael, CA 94903.
   b. Compliance and breach reporting line – (415) 473-6948.

Notice to BA: 
   [insert address]

7. Disclaimer

CE makes no warranty or representation that compliance by BA with this Exhibit “M”, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA’s own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

8. Certification

To the extent that CE determines that such examination is necessary to comply with CE’s legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE’s expense, examine BA’s facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA’s security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Exhibit.

9. Amendment

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or this Exhibit “M” 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 Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit “M” embodying written assurances consistent with the standards and requirements of HIPAA, the
HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or this Exhibit “M” when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or this Exhibit “M” providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

b. Amendment of Exhibit “M”. This Exhibit “M” may be modified or amended at any time without amendment of the Contract, but only by written agreement of the parties.

10. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

11. No Third-Party Beneficiaries

Nothing expressed or implied in the Contract or this Exhibit “M” is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

12. Effect on Contract

Except as specifically required to implement the purposes of this Exhibit “M”, or to the extent inconsistent with this Exhibit “M”, all other terms of the Contract shall remain in force and effect.

13. Interpretation

The provisions of this Exhibit “M” shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Exhibit “M”. This Exhibit “M” and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Exhibit “M” shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.


Excepting only the provisions regarding BA’s use or disclosure of Protected Information for the purpose of performing BA’s obligations under the Contract, the terms of this Exhibit “M” shall survive the termination of the Contract so long as PHI obtained or generated during the term of the Contract is retained by BA.
Attachment A: System Capability Detail

Please fill out the attached Excel file labeled “RFP-2018-7 WPC Case Management System RFP Attachment A.” Please submit this file as Attachment A of your proposal.
Attachment B: Pricing Detail

Please fill out the attached Excel file labeled “RFP-2018-7 WPC Case Management System RFP Attachment B.” Please submit this file as Attachment B of your proposal.