

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**



**Request For Proposals**

**Innovation Technology  
– Outreach and Engagement –**

**Release Date: March 29, 2018**

## TABLE OF CONTENTS

Executive Summary	3
Description/Timeline	4
Focus	5
Experience	6
Instructions for Submitting Proposals	8
Supplemental Exhibits	
• Exhibit A - Proposal Templates	16
• Exhibit B - CalMHSA General Terms and Conditions	23
• Exhibit C - CalMHSA Business Association Agreement (BAA)	38

## EXECUTIVE SUMMARY

The California Mental Health Services Authority (CalMHSA) is an independent administrative and fiscal government agency focused on the efficient delivery of California mental health projects. CalMHSA was established by California counties in June 2009, as a Joint Powers Authority (JPA). CalMHSA's member counties work together to develop, fund, and implement mental health services, projects, and educational programs; and implement these services at state, regional, and local levels. CalMHSA is headed by a separate Board of Directors composed of representatives of Member Counties and an Executive Committee comprised of officers and Statewide Regional Representatives. CalMHSA operates within the statutes governing JPA entities and complies with the Brown Act open meeting requirements.

California is the most populous state in the United States and third largest state by area, encompassing 163,696 square miles. There are 58 counties and 2 city programs in California, with Los Angeles as the county with the largest population, and San Bernardino as the largest county by area. Fifty-three counties, one city, and one JPA, are members of the CalMHSA at the time of release of this RFP.

On October 12, 2017, the CalMHSA Board approved entering into contracts with counties to provide administrative services and oversight for the implementation of a three-year Innovation project. This Request for Proposals (RFP) is specifically designed to elicit qualifications from Respondents with the ability to provide Outreach and Engagement (marketing) efforts as it relates to our Innovation Technology solutions which address a shared need of increasing access to mental health services for unserved and underserved groups; to reduce stigma and increase early intervention throughout the state of California.

Through this RFP solicitation, CalMHSA seeks to acquire proposals from individual(s) or organization(s) to implement a Phase 1 for one-year of outreach and engagement efforts related to our Technology Based Mental Health Solution Program, that allows for virtual mental health care platforms, including the capacity to implement technology-based mental health solutions accessed through multi-factor devices (for example, computer, smartphone, etc.) to identify and engage individuals, provide automated screening and assessments and improve access to mental health and supportive services focused on prevention, early intervention, family support, social connectedness peer support, and decreased use of psychiatric hospitals and emergency services. The contract may be extended upon the implementation of additional phases.

This project is intended to have the capacity to serve all fifty-eight California counties, however will be rolled out in phases based on time frame and number of counties participating during that particular time frame.

Phase I of this project will serve both Kern and Los Angeles Counties. Phase II is intended to serve additional counties across the state.

## **1.0 DESCRIPTION**

- 1.1 **THIS IS A REQUEST FOR PROPOSALS ONLY.** This request for proposals does not commit CalMHSA to contract for any supplies or services whatsoever. Responders are advised that CalMHSA will not pay for any information or administrative costs incurred in response to this RFP; all costs associated with responding to this RFP will be solely at the interested party's expense.

## **2.0 TIMELINE**

The California Mental Health Services Authority (CalMHSA) announces the release of this Request for Proposals (RFP) for Outreach and Engagement related to our Innovation Technology-Based Mental Health Solutions Program.

- |     |   |  |
|-----|---|--|
| 2.1 | Release Date for RFP:                               | <b><i>March 29, 2018</i></b>           |
| 2.2 | Last Day to Submit Letter of Intent to Apply (LOI): | <b><i>April 6, 2018</i></b>            |
| 2.3 | Last Day for Written Questions:                     | <b><i>April 6, 2018</i></b>            |
| 2.4 | Posting of Responses for Responders' Questions:     | <b><i>April 11, 2018</i></b>           |
| 2.5 | Proposals Due Date and Time:                        | <b><i>April 20, 2018</i></b>           |
| 2.6 | Anticipated Funding Per Award:                      | <b><i>\$ 2 Million - 4 Million</i></b> |
| 2.7 | Number of Awards:                                   | <b><i>One (1)</i></b>                  |
| 2.8 | Length of Project (Phase I):                        | <b><i>One (1) Year</i></b>             |

## **3.0 RESPONSES**

- 3.1 Responses for this RFP are to be submitted as follows:

Laura Li, JPA Administrative Manager  
CalMHSA  
3043 Gold Canal Drive, Suite 200  
Rancho Cordova, CA 95670

Email: [laura.li@calmhsa.org](mailto:laura.li@calmhsa.org)

Phone: (916) 859-4818

#### **4.0 EXTERNAL FACTORS**

External factors, including budgetary and resource constraints may affect the project. Any contract that may eventually be entered into with a provider would be subject to the availability of funds. As of the issuance of this RFP, CalMHSA anticipates that budgeted funds will be available to reasonably fulfill the project requirements.

#### **5.0 FOCUS**

The primary purpose is to develop and implement a strategic plan for engaging and sustaining users of the Innovation Tech Suite, which increases access to mental health care and support and to promote early detection of mental health symptoms, or even predict the onset of mental illness. The Mental Health Services Oversight and Accountability Commission (MHSOAC) has approved this project as meeting the requirements of an Mental Health Services (MHSA) Act Innovation Plan, for the first two counties (Kern and Los Angeles), which is identified as Phase I. The MHSOAC is in process of reviewing and approving additional county plans, which is identified as Phase II. Mono County received approval from the MHSOAC in February.

This project will dismantle barriers for those receiving mental health services by engaging with various social media outlets, stakeholders, communities, peer and other partners, for the purpose of informing individuals of treatment using approaches that build on increasingly familiar technology devices as a mode of connection and method of treatment to reach people who are likely to go either unserved or underserved by traditional mental health care. This project will utilize applications on smart phones, tablets or computers as a tool to engage, support and access treatment through the use of virtual innovative engagement strategies, care pathways and bidirectional feedback.

This project may require adapting or customizing outreach, engagement, marketing, branding, and brand management to fit the need of geographic, cultural, racial, and ethnic communities. The adaptation and customization may vary between counties.

This project may include training identified communities (Peer, cultural, racial, ethnic or geographic) on outreach and engagement strategies to allow them to raise awareness of the Tech Suite among their spheres of influence.

This project may require a Training of Trainers (TOT) for identified communities on the usage of the technology. The TOT will require implementing collaborative trainings with the selected technology vendors, the selected Outreach and Engagement contractor, and identified communities which will in turn train end users of the technology.

This project is a start for providing anticipated services statewide, in an effort to support the needs of California's counties, and their diverse geographic regions.

## **6.0 ENGAGEMENT**

Below are examples for creation and implementation of a strategic approach to engaging access points that will expose individuals to the Technology Suite described, including but not limited to:

- 6.1 Engaging school systems, including higher education, to promote use of the technology suite through use of peers and strategic advertisement.
- 6.2 Engaging users of the technology suite through social media, county website(s), and other media platforms and approaches.
- 6.3 Engaging mental health organizations, such as the National Alliance for Mental Illness (NAMI) groups to promote use of the Technology Suite.
- 6.4 Engaging senior centers and other key locations where senior adults are likely to congregate to promote use of applications.
- 6.5 Engaging public locations such as libraries, parks, or other county-identified places by setting up kiosks and encouraging use of the technology suite through employing local peers and encouraging local consumer participation in events.
- 6.6 Engaging psychiatric emergency and inpatient settings, including Mental Health Urgent Care Centers, in identifying individuals at high risk of relapse from mental illness to encourage use of the technology suite.

## **7.0 EXPERIENCE**

Respondents must have **proven** experience with, but not limited to, the following:

- 7.1 Brand Development, Brand Management, and Advertising
- 7.2 Bridging of Offline and Online Services
- 7.3 Peer and Professional Community Coordinators
- 7.4 Outreach Coordinators
- 7.5 Behavioral Health Coordinators
- 7.6 College Liaison Operations
- 7.7 Product Management Hospital Liaisons
- 7.8 Partnerships with Community Organizations, Nonprofits, and others

- 7.9 Ability to outreach and engage in various threshold languages
- 7.10 Ability to outreach and engage with unserved and underserved communities
- 7.11 Training Targeted Users on Community Engagement and Outreach
- 7.12 Ability to implement a Training of Trainers

**8.0 PROPOSALS MUST ADDRESS THE FOLLOWING:**

- 8.1 Readiness to deploy outreach and engagement in multiple counties that vary in population size and geographic location (Northern; Central; Coastal; Southern California; and rural, suburban, or urban).
- 8.2 Ability to adapt or customize outreach and engagement strategies for multiple communities: peers, cultural, racial, ethnic, social, and professional.
- 8.3 Understanding of best practices for outreach and engagement and social marketing campaigns.
- 8.4 Experience in development and management of branding.
- 8.5 Experience implementing outreach and engagement or marketing strategies for wide reaching mental health initiatives.
- 8.6 Ability to train target populations (as identified by the county) on outreach, engagement, and/or marketing strategies.
- 8.7 Experience working with private and public sectors on joint initiatives to increase access to care.

**9.0 RESPONDENTS' QUESTIONS**

- 9.1 Respondents will have four days to submit questions, with responses to those questions being posted on April 11, 2018, on the CalMHSA website homepage ([www.calmhsa.org](http://www.calmhsa.org)).
- 9.2 Questions must be submitted via email to [info@calmhsa.org](mailto:info@calmhsa.org), on or before April 6, 2018.
- 9.3 Questions submitted must cite the following:
  - Page Number
  - Section Number
  - Paragraph Number
  - Quote the passage that prompted the question

## **10.0 INSTRUCTIONS FOR SUBMITTING LETTER OF INTENT (LOI)**

10.1 Letters of Intent to submit a proposal must be received no later than April 6, 2018, by close of business. A template can be found in *Exhibit A*, **page 17**.

## **11.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

11.1 Respondents shall submit the following in their Proposal Package and supplemental documentation:

- One (1) ORIGINAL Signed Copy
- Ten (10) Copies
- One (1) Electronic Copy in PDF Format, on a Flash Drive

Proposal Packages must be submitted in a sealed package, plainly marked in the upper left-hand corner with the name and address of Respondent, addressed to:

Laura Li  
c/o CalMHSA  
3043 Gold Canal Drive, Suite 200  
Rancho Cordova, CA 95670

11.2 It is the sole responsibility of each Respondent to assure its Proposal Package is delivered to the person and at the address shown above by the submission deadline. Respondents shall bear all risks associated with the use of mail or other delivery services. No facsimile (fax) or electronic mail (e-mail) of the Respondent's Package will be accepted.

11.3 Proposal Formatting and Content Requirements

11.3.1 The content and sequence of the proposal must be as follows:

- Proposal Cover Page
- Proposal Checklist and Table of Contents
- Proposal Cover Letter
- Information Sheet for Proposal Certification
- Program Narrative
- Budget Form and Justification Narrative
- Financial Statements
- Three (3) Letters of Support
- Supplemental Documents

11.3.2 All proposals must adhere to the content and sequence requirements listed above. All proposals shall include the items and information referred to in this Section. Respondents must complete all forms included with this RFP and submit them according to the instructions provided herein. Respondents must satisfy all requirements listed in this RFP which include, but are not limited to, the format in which the Proposal is to be submitted, and the procedures for submitting the Proposal. CalMHSA reserves the right to disregard proposal that do not comply with these requirements.

11.3.3 Cover Page (*not included in page limit*)

11.3.3.a The Cover Page should identify the exact name of the RFP, Respondent's name, and the submission date. **See Exhibit A.1.**

11.3.4 Checklist and Table of Contents (*not included in page limit*)

11.3.4.a The Checklist should be completed to ensure that all required documents are included. **See Exhibit A.2.**

11.3.4.b The Table of Contents should be a comprehensive listing of the entire proposal's contents, including supplemental documents.

11.3.5 Cover Letter (*not included in page limit*)

11.3.5.a Respondents are required to complete this form in its entirety. If the proposal is from a group of agencies or entities acting together, the Cover Letter shall be from the lead agency or entity that is acting as the Proposer and fiscal sponsor. The signed Cover Letter shall indicate the intention of the Respondent to adhere to the provisions described in this RFP and a commitment to enter a binding contract. **See Exhibit A.3.**

11.3.6 Information Sheet for Proposal Certification (*not included in page limit*)

11.3.6.a Respondents are required to complete this form in its entirety. **See Exhibit A.4.**

11.3.6.b Respondents should use this section to provide a succinct program description. The program description will be posted on the CalMHSA website for proposals that result in award.

11.3.7 Program Narrative (*Page Limit: Thirty (30) pages*)

11.3.7.a Any charts or tables that are embedded within the Program Narrative will be counted against the page limit; charts and tables should be

included under Supplemental Documents in order to not count against the page limit.

11.3.7.b Description of Needs and Aims (*Page Recommendation: 3 pages*)

11.3.7.b(1) Respondents should use this section to demonstrate their understanding of the current landscape, including but not limited to: past or current local and statewide MHSA PEI efforts; the impact of these past/current investments; and important gaps to be addressed. Respondents should list their aims, and aims should be tied directly to any identified need(s).

11.3.7.c Program Design (*Page Recommendation: 10 pages*)

11.3.7.c(1) Respondents should use this section to describe the activities they will engage in, and explain how these activities will be conducted using a coordinated and complementary approach to achieve statewide impact.

11.3.7.c(2) Respondents should provide a clear and detailed description of the activities that will be performed, a rationale for the chosen methods, and a timeline for completing proposed activities.

11.3.7.c(3) Respondents should be specific about the counties/regions they plan to serve and the cultural/language/age groups they plan to reach. A meaningful description of planned steps for addressing California's diverse communities should be included in this section. For instance, to the extent possible, Respondents should describe specific, targeted strategies or approaches for reaching and impacting California's diverse communities, and a rationale and empirical basis where available (e.g. from previous experience, literature review, etc.) for why the strategies are expected to produce the desired results.

11.3.7.c(4) Respondents should be specific about the Wellness Areas they plan to address and describe targeted strategies for their work in these Wellness Areas.

11.3.7.c(5) Respondents should specify any entity(s) they plan to partner with, explain the value of the partnership(s), and describe how partnership(s) will operate.

11.3.7.c(6) Respondents should provide quantitative descriptions of their program goals wherever possible.

11.3.7.c(7) Respondents should present clear and thoughtful arguments for how their program design will accomplish the following: build on CalMHSA's original PEI Statewide Projects investment, maximize existing networks, leverage existing and new relationships for promoting mental health awareness and suicide prevention, address gaps in mental health awareness and suicide prevention within California's diverse communities, and enhance local PEI strategies at the county and/or regional level.

11.3.7.d Leveraging and Sustainability (*Page Recommendation: 2 pages*)

11.3.7.d(1) Respondents should address in Program Description their strategies for fulfilling the matching requirements. Leveraging plans should be realistic and supported by letters of financial commitment or intent to commit. Letter(s) of financial commitment or intent to commit should be included as Supplemental Documents so that they are not counted against the Program Narrative page limit.

11.3.7.e Evaluation Plan (*Page Recommendation: 4 pages*)

11.3.7.e(1) Respondents should articulate here a clear framework/logic model for how the proposed activities will address important needs/gaps and lead to the intended outcomes.

11.3.7.e(2) Respondents should describe specific and measurable objectives for each of the implementation goals and short-term outcomes listed earlier, and specific plans for measuring objectives.

11.3.7.e(3) Respondents should describe their process for complying with CalMHSA's data collection and reporting requirements, including for the evaluation of program implementation, and short-term/long-term outcomes.

11.3.7.f Quality Management (*Page Recommendation: 2 pages*)

11.3.7.f(1) Respondents should use this section to describe their QM Plan, including measurable performance outcomes, a system for how the organization will track and monitor progress toward meeting those performance outcomes, and quality

improvement processes for addressing problems as they are identified.

11.3.7.g Respondent's Qualifications *(Page Recommendation: 3 pages)*

- 11.3.7.g(1) Respondents are encouraged to use this space to describe their organization, with particular attention to how their mission and experience are consistent with the major goals and activities articulated within this RFP.
- 11.3.7.g(2) Respondents should demonstrate their capacity to meet data collection and reporting requirements related to the Evaluation, Quality Management, and Information Technology requirements.
- 11.3.7.g(3) Respondents should address here their qualifications related to effectively reaching California's diverse communities, both programmatically and in the conduct of evaluation activities.
- 11.3.7.g(4) It would be important here for Respondents to speak to their qualifications for managing a program of this magnitude, for example, completing deliverables on-time and using sound fiscal management.

11.3.7.h Staffing Plan *(Page Recommendation: 3 pages)*

- 11.3.7.h(1) Any organizational charts, resumes/CVs, and biographies should be included as Supplemental Documents so that they are not counted against the Program Narrative page limit.
- 11.3.7.h(2) Respondents should provide a staffing plan that will support the successful implementation of program activities and evaluation, and include curriculum vitas, resumes, and/or biographies for staff who are known, and a job description for any roles that will be created or are currently unfilled. Curriculum vitas/resumes/biographies must be limited to 2 page.
- 11.3.7.h(3) Respondents should specify the names of contractors (including individuals and agencies/organizations), and the contractors' roles and qualifications, if applicable. Curriculum vitas/resumes/biographies must be limited to 2 pages.

11.3.7.h(4) Memorandum(s) of Understanding (MOUs) or Letters of Intent to enter into an MOU (if the contract is awarded) should be included in the Supplemental Documents for individuals, agencies, or organizations that are listed in this section.

#### 11.3.8 Budget Form and Justification Narrative *(not included in page limit)*

11.3.8.a Respondents are required to complete this form in its entirety. **See Exhibit A.5.**

11.3.8.b Respondents must provide a narrative, explaining their proposed budget costs and a justification for the costs. Respondents should provide their calculations to show how they arrived at each dollar amount that appears in the budget form, including for indirect costs.

11.3.8.c Respondents must provide a narrative explaining how they will achieve the cash and in-kind match requirements as presented in Section [SECTION].

11.3.8.d Respondents must provide an explanation of the resources that will support their evaluation work, and where these costs appear within the budget.

#### 11.3.9 Financial Statements *(not included in page limit)*

11.3.9.a Respondents shall include as Supplemental Documents a copy of their most recent financial statements, reviewed or audited reports.

#### 11.3.10 Letters of Support

11.3.10.a Respondents must submit three (3) signed Letters of Support from organizations with whom the Respondent has contractual or other business relationships that can substantiate the Respondent's capacity to provide such services as described in this RFP.

11.3.10.b Letters of financial commitment or intent to commit do not qualify as Letters of Support.

#### 11.3.11 Supplemental Documents

11.3.11.a Examples of the types of documents Respondents may include in this section are: charts and/or tables to support the Program Narrative; letters of financial commitment or intent to commit; MOUs or Letters of Intent to enter into an MOU; curriculum vitas/resumes/biographies

for staff, individual consultants, or key persons at contracting agencies/organizations; and organizational charts.

## **12.0 PROPOSAL FORMATTING REQUIREMENTS**

- 12.1 All proposals must be submitted in the prescribed format. Any proposal that deviates from this format may be rejected without review at CalMHSA's sole discretion.
- 12.2 Text must be legible, typewritten, and double-spaced.
- 12.3 Type font in the Program Narrative must be either Calibri or Times New Roman size 12 point, or an equivalent font type and size. Type size in charts, tables, graphs, and footnotes will not be considered in determining compliance.
- 12.4 Margins must be at least one (1) inch on each edge (left, right, top, bottom).
- 12.5 Every page in the proposal must be numbered consecutively from beginning to end, including forms and appendices.
- 12.6 Videotapes, audiotapes, or compact disks will not be accepted.

## **13.0 CALMHSA OPTION TO REJECT PROPOSAL**

CalMHSA, at its sole discretion, may reject any or all Proposals submitted in response to this solicitation.

## **14.0 TRUTH AND ACCURACY OF REPRESENTATIONS**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Statement of Qualifications shall be sufficient cause for rejection of the Proposal Package. The evaluation and determination in this area shall be at CalMHSA's sole judgement, and this judgement shall be final.

## **15.0 NOTIFICATIONS AND RESPONDER'S BASIS FOR APPEAL**

- 15.1 All Respondents will be notified of their status, within ten (10) days of submittals.
- 15.2 If a Respondent was not chosen for award, the Respondent may appeal CalMHSA's decision based on the following:
- Requirements under Section(s) 9.0, 10.0, or 11.0 were not met, or
  - A conflict of interest exists with a person or persons on the Review Panel
- 15.2.1 The Respondent has three (3) business days, from the time the disqualification notice was received by the Respondent, to file a written appeal with CalMHSA.

15.2.2 All appeals must be sent to CalMHSA at:

Laura Li, JPA Administrative Manager  
CalMHSA  
3043 Gold Canal Drive, Suite 200  
Rancho Cordova, CA 95670

OR

[laura.li@calmhsa.org](mailto:laura.li@calmhsa.org)

15.2.3 After receiving an appeal, CalMHSA's Executive Director will provide a written decision. Before issuing a decision, the Executive Director may, but is not required to, seek additional information or engage in informal discussions in an attempt to resolve the issue. The written decision issued by the Executive Director will be deemed final as of the date transmitted to the appealing party.

15.2.4 If the Executive Director determines that the error identified by the appealing party has deprived said party from being listed as a qualified vendor, the Executive Director may revise the qualified vendors list to include appealing party.

15.3 As to next steps for qualified respondent(s), they will be notified in the event of a contractual opportunity. CalMHSA and Respondent(s) will work closely in each phase to address the needs of each county electing to participate in the project.

**EXHIBIT A**

**PROPOSAL TEMPLATES**

**(Begin on next page)**

EXHIBIT A.1: Proposal Cover Page



Innovation Technology – Outreach and Engagement

APPLICANT INFORMATION

<b>Organization</b>					
<b>Address</b>					
<b>City</b>		<b>State</b>		<b>Zip Code</b>	
<b>Phone</b>		<b>Email</b>			
<b>Director</b>			<b>Title</b>		
<b>Tax Exempt ID#</b>					
<b>Website</b>					

<b>Application Contact</b>					
<b>Address</b>					
<b>City</b>		<b>State</b>		<b>Zip Code</b>	
<b>Phone</b>		<b>Email</b>			

## EXHIBIT A.2: Proposal Checklist and Table of Contents

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to CalMHSA. For your proposal to be responsive, all required sections or forms must be returned. This checklist must be returned with your proposal package.

<b>Section/Form</b>	<b><u>Section/Form Name/Description</u></b>	<b>Page #</b>
<input type="checkbox"/> 1	Proposal Cover Page	_____
<input type="checkbox"/> 2	Proposal Checklist and Table of Contents	_____
<input type="checkbox"/> 3	Proposal Cover Letter	_____
<input type="checkbox"/> 4	Information Sheet for Proposal Certification	_____
<input type="checkbox"/> 5	Program Narrative	_____
<input type="checkbox"/> 6	Budget Form and Justification Narrative	_____
<input type="checkbox"/> 7	Financial Statements	_____
<input type="checkbox"/> 8	Letters of Support (3)	_____
<input type="checkbox"/> 9	Supplemental Documents and Attachments	_____

**EXHIBIT A.3: Proposal Cover Letter**

**[Must be on Proposer's Letterhead]**

TITLE: **CaIMHSA INNOVATION TECHNOLOGY – OUTREACH AND ENGAGEMENT**

The undersigned Proposer hereby proposes to provide the services specified in the attached Proposal in response to CaIMHSA's Request for Proposal for its Innovation Technology – Outreach and Engagement Program.

It is understood that should the Proposer be selected to receive an award, the Proposer will receive an award letter from the CaIMHSA which outlines program, fiscal, and general requirements.

Pursuant to the provisions of the RFP and Proposer's attached Proposal, our all-inclusive requested project amount is entered below.

Total Proposal Budget Requested: \$ \_\_\_\_\_

Name and Address of Proposer: \_\_\_\_\_

\_\_\_\_\_

I hereby certify that I am a person duly authorized to submit this Proposal on behalf of Proposer.

\_\_\_\_\_  
Authorized Signature  
Proposer or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Signer's Name and Title

*Type or print the name, telephone number, and email address of the person to contact regarding this Proposal:*

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address of Contact Person

**EXHIBIT A.4: Information Sheet for Proposal Certification**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. Signature by the proposer’s authorized representative below certifies proposer’s compliance with all the requirements of this proposal document. If certification is on behalf of a collaborative group, signature must be by an authorized representative of the lead organization.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection**

1. Proposer Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address		
Indicate your organization type		
4. <input type="checkbox"/> Sole	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
7. <input type="checkbox"/> Public Sector		
Indicate the applicable employee and/or corporation number:		
8. Federal Employee ID	9. California Corporation	
10. Indicate applicable license and/or certification information:		
11. Proposer’s Name (Print)	12. Title	
13. Signature	14. Date	

## Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.

**EXIHIBIT A.5: Budget Form and Justification Narrative**

**BUDGET FORM FOR: Innovation Technology – Outreach and Engagement**

**Proposer Name:** \_\_\_\_\_

<b>I. DIRECT COST</b>			
<b>A.</b>	<b>PERSONNEL-ADMINISTRATIVE/SUPPORT STAFF</b>		
	1. Program Staff		
	2. Administration/Support		
	3. Consultants		
<b>B.</b>	<b>SERVICES AND SUPPLIES</b>		
	1. Production/reproduction of materials		
	2. Office Supplies		
	3. Mileage		
	4. Other (Specify)		
<b>C.</b>	<b>EQUIPMENT</b>		
<b>D.</b>	<b>FACILITY COSTS</b>		
<b>SUBTOTAL</b>			
<b>II. INDIRECT COSTS</b>			
<b>A.</b>	<b>ADMINISTRATIVE FEE</b>		
<b>B.</b>	<b>TOTAL OTHER INDIRECT COSTS</b>		
<b>SUBTOTAL</b>			
<b>TOTAL BUDGET</b>			

**Please provide budget narrative as a Word document, double-spaced and in either Calibri or Times New Roman 12 point font.**

**EXHIBIT B**

**CALMHSA CONTRACT GENERAL TERMS AND CONDITIONS**

**(Begin on next page)**

## CALMHSA CONTRACT GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Contractor is not the agent or employee of CalMHSA in any capacity whatsoever and CalMHSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used by Contractor or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees. Contractor agrees to indemnify and hold CalMHSA harmless from any and all liability which CalMHSA may incur because of Contractor's failure to pay such amounts.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify CalMHSA, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance under this Agreement, including the performance of the Contractor's sub-Contractor, even if caused by or contributed to by the negligence of an indemnitee, except that Contractor shall have no obligation to indemnify damages resulting from the sole negligence or willful misconduct of any indemnitee. CalMHSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.
3. **INSURANCE AND BOND:** Contractor and its subcontractors on this Agreement shall purchase and maintain policies of insurance with an insurer or insurers, admitted in the State of California, and with a current A.M. Best's rating of no less than A-, which will protect Contractor and CalMHSA from claims arising out of Contractor's performance under this Agreement, regardless of whether such performance is by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include:
  - A. If Contractor has employees, Contractor shall carry workers' compensation insurance in accordance with the laws of the State of California, and such insurance shall waive subrogation against CalMHSA.
  - B. Contractor shall carry automobile liability insurance including coverage for owned, non-owned, and hired autos. Contractor shall also carry commercial general liability

insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence. In the event this Agreement is for a total amount of \$5,000,000 or more, such policies shall have limits of at least \$2,000,000 per accident or occurrence.

- C. If applicable, Contractor shall carry professional liability insurance applicable to wrongful acts, errors or omissions that may cause financial loss to CalMHSA, including contractual liability, with limits of at least \$1,000,000 per claim, or at least \$2,000,000 per claim if the total amount of this Agreement exceeds \$5,000,000. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five years thereafter. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subsection C.
- D. If Contractor has employees with access to funds or financial accounts, Contractor shall maintain a commercial crime (fidelity) policy with third-party property and employee dishonesty coverage with a minimum limit of \$1,000,000.
- E. Each policy of insurance required in subsection B. above shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to CalMHSA prior to cancellation; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.
- F. Contractor shall notify CalMHSA in the event of material change in, or failure to renew each policy required under subsections A., B., or C.
- G. As to any policy of insurance required by this section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.
- H. Prior to commencing work, Contractor shall deliver to CalMHSA certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. Upon request by CalMHSA, Contractor shall provide copies of any required insurance policies within 10 working days. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, secure such insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse CalMHSA upon demand for

the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.

- I. If Contractor does not include all subcontractors as insureds under Contractor's own policies, Contractors shall provide CalMHSA with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and shall require that each subcontractor name CalMHSA and Contractor as additional insureds on the subcontractor's commercial general liability policy. Contractor shall obtain CalMHSA's prior review and approval of any subcontractor request for modification of the required insurance.

***This Section 3 shall not apply to a Contractor that is a California public entity.***

#### **4. CONFORMITY WITH LAW AND SAFETY:**

- A. In performing services under this Agreement, Contractor and its subcontractors shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies and commissions, having jurisdiction over the scope of services provided. Contractor shall indemnify and hold CalMHSA harmless from any and all liability, fines, penalties and consequences from any of Contractor's or subcontractor's failures to comply with such laws, ordinances, codes and regulations. If this Agreement concerns work that CalMHSA agreed to provide to the State or other government entity, Contractor shall also observe and comply with all applicable provisions of CalMHSA's contract with the State or other government entity, a copy of which shall be provided to Contractor, and which shall be furnished by Contractor to any subcontractors performing work under this Agreement.
- B. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance under this Agreement, Contractor shall immediately notify CalMHSA's contract manager by telephone. Contractor shall promptly submit to CalMHSA a written report, in such form as may be required by CalMHSA of all accidents which occur in connection with this Agreement. This report must include the following information:
  1. Name and address of the injured or deceased person(s);
  2. Name and address of Contractor's subcontractor, if any;
  3. Name and address of Contractor's liability insurance carrier; and
  4. A detailed description of the accident and whether any of CalMHSA's staff, equipment, or materials were involved.
- C. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential

claim, while maintaining public safety, and to grant to CalMHSA the opportunity to review and inspect such evidence, including the scene of the accident.

5. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B. Other than as specified in Exhibit B, no additional amounts will be allowed or paid for expenses incurred during performance.
6. **TAXES:** Payment of all applicable federal, state, and local taxes imposed on Contractor shall be the sole responsibility of Contractor.
7. **CHILD SUPPORT COMPLIANCE ACT:** “For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
  - A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Any and all proposals, plans, specifications, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports and related documents (including computerized or electronic copies) first created pursuant to this Agreement, whether prepared by CalMHSA, Contractor, Contractor’s subcontractors or third parties at the request of Contractor (collectively, “Documents and Materials”) shall be considered a work for hire owned by CalMHSA. This explicitly includes the electronic copies of all above stated documentation. “Documents and Materials” does not include previously created materials acquired or produced by or on behalf of Contractor.

To the extent that the Documents and Materials fail to qualify as a work for hire, Contractor assigns to CalMHSA all copyright and other use rights in Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by CalMHSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants CalMHSA and any assignee of CalMHSA an express royalty-free license to retain and use said Documents and Materials. CalMHSA’s rights under this section shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

In Contractor’s contracts with subcontractors, Contractor shall expressly obligate them to grant CalMHSA the aforesaid rights as to Contractor’s Documents and Materials. Contractor

agrees to defend, indemnify and hold CalMHSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its subcontractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into its work pursuant to this Agreement, and shall defend, indemnify and hold CalMHSA harmless from any claims for infringement of patent or copyright arising out of such selection. CalMHSA's rights under this Section 8 shall not extend to any computer software used to create such Documents and Materials.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CalMHSA shall grant to Contractor a non-exclusive license to use CalMHSA's interest in such copyrighted work first created in the performance of this Agreement. Subject to the provisions in Section 9 (Confidentiality), such license shall grant to Contractor a non-exclusive, right to publish, reproduce, distribute, use, and make derivative works of all or any part of the copyrighted work first created in the performance of this Agreement for non-commercial, research or education purposes, and Contractor may authorize others to do the same by or on behalf of Contractor for non-commercial purposes. This explicitly includes the electronic copies of such copyrighted works.

Contractor shall grant to CalMHSA a non-exclusive license to publish, reproduce, distribute, use, and make derivative works of all or any part of "Enhanced Works," which are derivative works created with CalMHSA funds based on materials to which Contractor previously owned the copyright.

In no event shall this Agreement be interpreted to grant an express or implied license, except as expressly granted herein. The parties will effectuate the provisions of this Section 8 at the conclusion of the term of this Agreement by execution of a separate agreement that identifies the particular works being licensed, assigned or otherwise transferred pursuant to this Agreement.

9. **CONFIDENTIALITY:** Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify CalMHSA by notices provided in accordance with Section 10 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. This provision shall remain fully effective five years after termination of services to CalMHSA hereunder.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Facsimile transmission: When sent by facsimile to the last known facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

Contact information for the purpose of giving notice is that stated in the Standard Service Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 12. AUDITS; ACCESS TO RECORDS:** Contractor shall make available to CalMHSA for examination any and all ledgers, books of accounts, invoices, receipts, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to CalMHSA, including any indirect costs (pursuant to cost allocation plans or otherwise) charged to CalMHSA, and shall furnish to CalMHSA such other evidence or information as CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor.

Contractor shall maintain full and adequate records in accordance with CalMHSA requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. To the extent that such costs include the expense of Contractor employees who also work for Contractor on other matters, Contractor shall cause the contemporaneous creation of records showing how much time such employees spend on work under this Agreement as opposed to work on other matters. If such books and records are not kept and maintained by Contractor within the State of California, Contractor shall, upon request of CalMHSA, make such books and records available to CalMHSA for inspection at a location within the state or Contractor shall pay to CalMHSA the reasonable, and necessary costs incurred by CalMHSA in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. CalMHSA further reserves the right to examine and reexamine said books, records and data during the three year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by CalMHSA, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after CalMHSA makes the final or last payment or within three years after any pending issues between CalMHSA and Contractor with respect to this Agreement are closed, whichever is later.

The right of CalMHSA to inspect records of Contractor under this Agreement may also be exercised by the State of California and by any California county that is a source of funds paid under this Agreement.

- 13. INSPECTION OF DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to CalMHSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Section 8 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by CalMHSA), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three years following CalMHSA's last payment to Contractor under this Agreement.

It is the responsibility of Contractor to insure all documents and materials comply with applicable industry regulations and standards.

14. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
15. **EARLY TERMINATION:** CalMHSA reserves the right to suspend, terminate or abandon the execution of any work by Contractor without cause at any time upon giving to Contractor 30 days' written notice. In the event that CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment, computed consistently with the requirements of this contract. If CalMHSA terminates the Agreement because Contractor has failed to perform as required under the Agreement (see Section 22), CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach. Upon receipt of notice of termination, Contractor shall stop work as of the date specified, and transfer to CalMHSA any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to CalMHSA.
16. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
17. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
18. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
19. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
20. **ADVERTISING AND PUBLICITY:** Contractor shall not use the name of CalMHSA, its officers, directors, employees or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of CalMHSA in each instance.
21. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties, expressed in writing and signed by authorized representatives of both parties.

**22. CORRECTION OF DEFICIENCIES:** Failure of Contractor to comply with the provisions of this Agreement shall constitute a material breach. In the event of such a breach, CalMHSA may, at its sole discretion (and in addition to any other remedies available at law or under this Agreement):

- A. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CalMHSA; and/or
- B. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- C. Withhold funds pending duration of the breach; and/or
- D. Offset against any monies billed by Contractor but yet unpaid by CalMHSA those monies disallowed pursuant to subdivision "b." of this section; and/or
- E. Terminate this Agreement immediately.

**23. SUBCONTRACTING/ASSIGNMENT:** Contractor shall not assign this Agreement or its duties or obligations hereunder without CalMHSA's prior written approval. Contractor shall disclose subcontracts and subcontractors to CalMHSA, which will be deemed to have notice of those subcontractors and subcontracts disclosed in the bid or proposal. CalMHSA shall have the right to object to the engagement and terms of engagement of any subcontractor who will perform work under this agreement. A copy of this Agreement shall be provided to any subcontractors performing work under this Agreement, and such subcontractors shall agree to comply with all applicable terms, including without limitation the duty to maintain records and make them available for inspection by CalMHSA consistent with the requirements of this Agreement.

- A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this section shall confer no rights on any party and shall be null and void.
- B. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, and for all activities of its subcontractors relating to this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors and regardless of whether CalMHSA approved the subcontract.

**24. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Section 2), Ownership of Documents (Section 8), Confidentiality (Section 9), and Audits/Access to Records (Section 12), shall survive termination or expiration.

25. **BUDGET CONTINGENCY CLAUSE:** It is mutually understood that CalMHSA is funded by amounts that Counties voluntarily transfer or assign to it; therefore, this Agreement is subject to fund availability. If it is determined funds are no longer available CalMHSA reserves the right to proceed with one of the following:

A. CalMHSA may give notice to Contractor that this Agreement is cancelled and the Agreement shall no longer be in full force and effect. In the event of such cancellation, CalMHSA shall have no liability to pay further funds to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further perform any provisions of this Agreement.

B. CalMHSA may alternatively offer an Agreement amendment to Contractor to reflect the reduced amount available.

26. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement, or the application of any provision or part to any person or circumstance, to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions or applications of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision or application.

27. **AUTHORITY TO SIGN:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CalMHSA will request Contractor to provide CalMHSA a copy of Contractor's most recent compiled, reviewed or audited financial reports and may request updated reports during the term of the contract.

29. **SUBSTITUTIONS:** Contractor's key personnel as indicated in its proposal may not be substituted without notice to CalMHSA.

**30. PROVISIONS RELATING TO DATA:**

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Proprietary data" is such data as the Contractor has identified as being under the Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at CalMHSA expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to CalMHSA.
- E. Deliverable data shall be the property of CalMHSA. Proprietary data and generated data that does not constitute deliverable data shall be the property of Contractor. However, as to generated data, Contractor grants a no-cost, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, produce and to authorize others to produce, translate, publish and use the data, subject to any restrictions imposed by federal and state laws protecting the confidentiality of private or individually identifiable medical information.
- F. Prior to the expiration of the three-year retention period stated in Section 12 above and before destroying any data, Contractor shall notify CalMHSA of any such contemplated action; and CalMHSA may within 30 days of said notification determine whether or not this data shall be further preserved. If it makes such a determination, CalMHSA shall pay the expense of further preserving this data. CalMHSA shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

### **31. PUBLICATION OF EVALUATION DATA OR REPORTS:**

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of CalMHSA. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- C. If requested by CalMHSA, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms

in a form to be approved by CalMHSA and shall supply CalMHSA with evidence thereof. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at CalMHSA expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

- D. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- E. E. After any data or documents submitted has become a part of the public records of CalMHSA, Contractor may at its own expense and upon written approval by CalMHSA, publish or utilize the same data or documents but shall include the following Notice:

#### LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Mental Health Services Authority (CalMHSA), but does not necessarily represent the views of CalMHSA or its staff except to the extent, if any, that it has formally been approved by CalMHSA. For information regarding any such action, communicate directly with CalMHSA's Executive Director. Neither CalMHSA, nor any officer or staff thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

- 32. **PUBLIC HEARINGS:** If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. CalMHSA shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by CalMHSA.
- 33. **USE OF PUBLIC FUNDS:** Contractor, including its officers and members, shall not use funds received from CalMHSA pursuant to this Agreement to support or pay for costs or expenses related to the following:

- A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or
- B. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as public funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

**34. DISCLAIMER OF RESPONSIBILITY FOR CONTENT OF CONTRACTOR'S PUBLICATIONS:**

- A. CalMHSA will not be responsible for the content of Contractor's publications, whether electronic, broadcast, printed, or otherwise.
- B. If Contractor allows members of the public to contribute to its website, blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:

All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make available here. [Contractor] and CalMHSA are in no way responsible for the content posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site's content.

If CalMHSA is identified as a sponsor of the site, the disclaimer should mention both Contractor and CalMHSA, as in the example above.

**35. PROJECT MANAGER TERMINATION:** In the event that the Project Manager that has been assigned by Contractor to this Agreement is involuntarily or voluntarily terminated during the course of performance, Contractor shall:

- A. Provide immediate (48 hours or less) notification to the CalMHSA Executive Director and Contract Manager assigned to the Agreement.
- B. Submit a written Transition Plan and identify its interim Project Manager within fourteen calendar days.

- C. Within 90 calendar days, identify its permanent Project Manager and arrange for a meeting between its permanent Project Manager and CalMHSA's Contract Manager.

**[END OF GENERAL TERMS AND CONDITIONS]**

**EXHIBIT C**

**CALMHSA BUSINESS ASSOCIATE AGREEMENT**

**(Begin on next page)**

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

CalMHSA is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to CalMHSA that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. \_\_\_\_\_ is accessing this data under 45 CFR 164.512(b) for Public Health Activities. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between CalMHSA and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean CalMHSA.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or 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; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

- 1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity’s applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity’s Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-POERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
  - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Sub Contractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Sub Contractors of Unsecured Protected Health Information that is known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the

Breach is known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the Privacy Officer at: CalMHSA Privacy Officer, Laura Li, 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA, [laura.li@calmhsa.org](mailto:laura.li@calmhsa.org), that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and

delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBRESPONDENTS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Sub Contractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Sub Contractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Sub Contractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Sub Contractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Sub Contractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall

comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## **12. MITIGATION OF HARMFUL EFFECTS**

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## **13. BREACH NOTIFICATION TO INDIVIDUALS**

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Sub Contractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

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

- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting in the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches;
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION OF CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate

Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it

is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Sub Contractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

**19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 **DISCLAIMER:** Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 **HIPAA REQUIREMENTS:** The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 **CONSTRUCTION:** In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 **REGULATORY REFERENCES:** A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 **INTERPRETATION:** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 **AMENDMENT:** The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

By signing, you agree to all of the terms and conditions described in this BUSINESS ASSOCIATE AGREEMENT under the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

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**CalMHSA**

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**CONTRACTOR**

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_