



**TRI·CITY**  
Mental Health

**Administration Office  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711**

**REQUEST FOR PROPOSALS**

**FOR**

**NETWORKING SERVICES**

**June 4, 2021**

## CONTACT

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E-mail: [jwong@tricitymhs.org](mailto:jwong@tricitymhs.org)

## PROPOSAL PACKET

- RFP Cover Page
- Proposer's Company Information, References and Subcontractors
- Transmittal Letter
- Owner/Responsible Project Manager and Core Team
- Proposer's Company Work Process Information
- RFP Exceptions
- Proposer Price Proposal
- On or before July 1, 2021, 4PM PST, completed Proposal Packet scanned and e-mailed to: JPA Administrator Clerk at [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org)  
OR  
Sealed and delivered via mail, overnight, or in person to:

Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd, Suite B  
Claremont, CA 91711  
Attn: JPA Administrator/Clerk  
"SEALED PROPOSAL FOR NETWORKING SERVICES"

- The full RFP may be downloaded from TCMHA's website at [www.tricitymhs.org](http://www.tricitymhs.org)
- All proposals must be signed by a duly authorized representative of the agency.
- All unsigned or late proposals will be rejected.
- Faxed proposals are not accepted.
- Proposals will be verified for compliance with RFP specifications and also competitively evaluated.
- A recommendation to award contract tentatively will be presented to the Governing Board at its July 21, 2021 meeting.
- TCMHA reserves the right to make no award of contract.
- We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2021-0601**

**I. INTRODUCTION**

Tri-City Mental Health Authority (TCMHA) is seeking a vendor to provide networking, SD-WAN, and enterprise firewall services. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document, No. 2021-0601 and must be received by TCMHA by **4:00 PM PST on or before July 1, 2021** at 1717 N. Indian Hill Boulevard, Suite B, Claremont, CA 91711, or scanned and emailed to [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org).

**II. AGENCY PROFILE**

**A. Tri-City Mental Health Authority (“TCMHA”)**

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board (Legislative Body) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities. To carry out the Agency operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the Agency's day-to-day operations.

TCMHA has a stated commitment to achieving excellence and efficiency as a public Agency serving the diverse communities of Pomona, Claremont, and La Verne through its five facilities, over 200 employees, and outpatient services. TCMHA creates an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach.

**B. The Three Cities: Pomona, Claremont, and La Verne**

The City of Pomona was incorporated as a City in 1888 and became a charter City in 1911. Today, Pomona is the seventh largest city in Los Angeles County, with a population of 154,345, encompasses a land area of 22.95 sq. miles, and is located approximately 27 miles east of downtown Los Angeles in the Pomona Valley between the Inland Empire and the San Gabriel Valley. Pomona is bordered by the cities of La Verne and Claremont on the north; the Los Angeles/San Bernardino county line forms most of the city's southern and eastern boundaries. Pomona boasts a progressive economy, business opportunity, and a strong workforce. Pomona is the site of Pomona Valley Hospital Medical Center and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

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The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,000 residents and an area of 14.14 square miles. The City's development has always been closely associated with the academically acclaimed Claremont Colleges consisting of five undergraduate and two graduate higher education institutions. The community takes pride in its rich cultural, educational and architectural heritage, as well as its small-town atmosphere.

The City of La Verne was founded in 1887 and incorporated in 1906; it is situated approximately 35 miles east of Los Angeles nestled in the foothills of the San Gabriel - Pomona Valleys, consisting of a population of over 33,000 and a land area of 8.6 square miles. La Verne is a well-balanced residential community which includes a good mix of commercial and industrial uses as well as the University of La Verne, an airport and fine public and private schools.

### **III. SCOPE OF SERVICE**

The scope of this project should include monthly recurring network fees, one-time implementation charges, and any ongoing service fees. Please see 'Attachment A' for detailed information regarding the functional specifications required.

### **IV. RFP AND TIMELINE**

#### **A. RFP Schedule**

- Request for Proposal (RFP) Issued: **June 4, 2021**
- Written Questions Deadline: **June 14, 2021**
- Response to Written Questions/RFP Addendum Posted: **June 18, 2021**
- **Proposals Deadline: July 1, 2021, 4:00 PM PST**
- Interviews: will begin to schedule after July 1, 2021, **date and time TBD**
- Anticipated Award of Contract: **August 1, 2021**
- Anticipated Commencement of work: After award of contract

#### **B. Explanation of Timeline**

1. RFP Issued. The Request for Proposal Documents may be obtained from TCMHA's website at [www.tricitymhs.org](http://www.tricitymhs.org). The TCMHA will not be responsible for the completeness or accuracy of Request for Proposal Documents retrieved from any other source than directly from TCMHA.

2. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by **4:00 PM PST June 14, 2021** (see **RFP Schedule**). Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

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3. Response to Written Questions/RFP Addendum Posted. Answers to all questions received by the deadline and any material change to the RFP, will be listed on an addendum to the RFP and posted at [www.tricitymhs.org](http://www.tricitymhs.org) by **June 18, 2021**. Additional written questions must be received by the RFP Contact Person no later than two (2) days after the addendum is posted. The Agency reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued during the Proposal time shall become a part of the Request for Proposal Document and shall be signed and attached to the Proposal and made a part of the Proposal submitted. It is the Proposer's responsibility to indicate acknowledgement, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

4. Proposal Deadline. Proposals must be received no later than the deadline specified in RFP and Proposal Timeline.

5. Proposal Evaluation Period. An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which proposals to move forward.

6. Interviews. TCMHA will request meetings from the top three Proposer(s).

7. Anticipated Award of Contract. A formal written notice of intent to award letter will be sent to the selected Proposer; and it will include the anticipated date of the Governing Board meeting when the item will be presented for approval.

**V. PROPOSAL REQUIREMENTS**

**A. TCMHA Contact During Formal Proposal Process**

During the formal proposal process, TCMHA contact shall be Jessica Wong, IT Consultant, (323) 747-8340, email: [jwong@tricitymhs.org](mailto:jwong@tricitymhs.org).

**B. Time and Manner of Submission**

A fully executed Proposal shall be scanned and emailed to [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org) no later than **4:00 p.m., Pacific Time, on July 1, 2021**.

Proposals in hard-copy form shall be submitted to and received by TCMHA Mental Health Authority's Administration Office no later than the Closing Time 4:00 p.m., Pacific Time, on **July 1, 2021**. Received proposals will be time stamped. Proposals must be in a sealed envelope, and be marked and addressed as follows:

U.S. Mail, Overnight, or Hand Delivery:

**Tri-City Mental Health Authority**  
**1717 N. Indian Hill Blvd, Suite B**  
**Claremont, CA 91711**  
**Attn: JPA Administrator/Clerk**  
**"SEALED PROPOSAL FOR NETWORKING SERVICES"**

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Proposals may be delivered between the hours of 8:00 AM and 5:00 PM (Pacific), Monday through Thursday, excluding TCMHA holidays. Proposals delivered after the Closing Time will not be accepted.

**C. Proposal Format**

It is TCMHA's request that the proposals be brief and succinct. Information listed 1-8 below, including Appendices B-F, to this proposal document are required to be included in the submitted proposal. If not included, the submitted proposal will be considered incomplete; and thus, non-responsive. The proposal shall be submitted in the following format:

1. RFP Cover Page – (*Attachment B*)
2. Proposer's Company Information, References and Subcontractors (*Attachment C*)
3. Transmittal Letter. The letter signed by the authorized Proposer representative should provide an executive summary that briefly states the Proposer's interest in the services, the understanding of the work to be done, the commitment to perform the work, and irrevocable offer for 90 days from the closing date. The letter and executive summary shall be limited to no more than two (2) pages.
4. Owner/Responsible Project Manager and Core Team. List the owner or person in charge, and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any, along with a brief statement of qualifications for individual members which will be assigned to provide the requested services in this RFP.
5. Proposer's Company Work Process Information (*Attachment D*). List former clients for whom similar or comparable services have been performed. Include the name, mailing address, mailing address, and telephone number of the appropriate contact person.
6. RFP Exceptions (*Attachment E*). Provide properly completed Exception(s) To Specifications. If Proposer has no exceptions, then Proposer must check the box, where indicated.
7. Proposer Price Proposal (*Attachment F*). The services shall include a performance and cost schedule for all services necessary to complete this project. The proposal should include a separate all-inclusive cost for each of the three years of the contract. The proposal should specify the major components, the cost breakdown by major component or phase, and the expected time of completion for each component based on the scope of services outlined in the proposal. The proposal should include, a total proposed, "not to exceed" costs of the services, including a fee and rate schedule describing all charges and hourly rates for services. Those services listed in hourly rates, shall be calculated per the Department of Industrial Relations Prevailing Wage Labor Code, if applicable. The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to the complete the Scope of Services or expected number of hours with hourly rate.

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Cost will not be the deciding factor in making the selection. The overall total cost to TCMHA will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

**8. Copy of Business License and/or Certifications.** A copy of the Business License will be required after the award of contract. Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

**VI. AWARD AND AGREEMENT EXECUTION**

**A. Proposal Opening**

Due to COVID-19, there will be no public opening of submittal proposals. After the evaluation process is concluded and a proposed intent to award determination is made, a written notification of the proposed award will be provided to all proposers.

**B. Proposal Evaluation**

The proposal should give clear, concise information in sufficient detail to allow an evaluation. The agency should provide an affirmative statement that it is independent of TCMHA and that the services performed are in the capacity of independent contractors and not as an officer, agent, or employee of TCMHA.

The Proposals will be reviewed by a selection committee and evaluated based on the following criteria:

1. Proposer's qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Cost Proposal

**C. Proposal Rejection**

TCMHA reserves the right to reject any and all proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; to request and obtain, from one or more of the agencies submitting proposals, supplementary information as may be necessary for TCMHA staff to analyze the proposals; and to accept the proposal that appear to be in the best interest of TCMHA. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.



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**D. Subcontracting**

If subcontracting is contemplated, this should be discussed in your proposal. No additional subcontracting will be allowed without the express prior written consent of the TCMHA.

**E. Withdrawal or Modification of Proposals**

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Request for Proposal due date (Closing Date).

**F. Agreement Period**

The initial agreement period shall be for three (3) years beginning on Commencement date. TCMHA can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms (including a price acceptable to both TCMHA and the selected agency), the concurrence of the Governing Board, and the annual availability of a budget appropriation. No price increases shall be accepted during the initial agreement period.

**G. Award of a Contract**

A contract may be awarded to the successful Proposer for the Project by TCMHA Governing Board, as applicable, based upon the criteria reflected in this RFP. TCMHA reserves the right to execute, or not execute, an Agreement with the successful Proposer when it is determined to be in TCMHA's best interests. This RFP does not commit TCMHA to award a contract; and no Proposal or Agreement shall be considered binding upon TCMHA until the execution of the Agreement by TCMHA and all conditions of the Agreement and/or RFP have been met.

**H. Execution of Agreement**

By submitting a Response, the Proposers agree to be bound to and execute an Independent Contractor Agreement for the services described in this RFP. None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with 30 days written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within fourteen (14) calendar days after the Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

**I. Indemnity and Insurance Requirements**

The awarded Proposer(s) shall comply with the insurance and indemnification requirements set forth below. If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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1. Minimum Limits of Insurance. During the entire agreement time with TCMHA, the awarded Proposer shall maintain limits no less than:

| INSURANCE CATEGORY                                      | MINIMUM LIMITS   |
|---|--|
| Workers' Compensation Insurance                         | California Statutory Minimum   |
| Employer's Liability Insurance                          | \$1,000,000 per accident; \$1,000,000 per employee for bodily injury or disease  |
| Commercial General Liability Insurance                  | \$1,000,000 combined single limit per occurrence coverage for bodily and personal injury and property damage, and \$5,000,000 general aggregate \$1,000,000 per occurrence for bodily injury, personal injury, and property damage |
| Business Vehicle and Automobile Liability Insurance     | \$1,000,000 per occurrence for bodily injury and property damage   |
| Cyber Liability Insurance                               | \$10,000,000 for each occurrence or event; with an annual aggregate of \$20,000,000 as further described below.  |
| Errors and omissions Insurance (Professional Liability) | \$5,000,000 per claim or occurrence and in the Aggregate, as further described below.  |

a. Cyber Liability Insurance. With limits not less than \$10,000,000 for each occurrence or event with an annual aggregate of \$20,000,000 covering claims including but not limited to invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, notification, credit monitoring, breach response costs, regulatory fines and penalties, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, up to the policy limits. As an additional requirement, the policy should specifically contain 1st party and 3rd party protections:

- i. 1st Party covers notifying the Contractor's clients, credit monitoring, public relations, loss of business income or interruption, amounts to pay a cyber extortionist of the Contractor.
- ii. 3rd Party would cover failing to anticipate or prevent the transfer of a virus to a 3rd party, 3rd party notification, misuse, disclosure or theft of confidential info, and failure to secure confidential info.

b. Professional Liability (Errors and Omission) Insurance. With limits not less than \$5,000,000 per claim or occurrence and in the Aggregate. Such insurance coverage's definition of professional services must extend to all professional services under this contract, and all additional terms, conditions and limitation shall provide coverage sufficiently broad to respond to the duties and obligations as is undertaken by Proposer in this Contract. Such insurance coverage shall include, but not be limited to, coverage for mistakes in opinions, judgments or actions in the course and scope of providing professional services, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress. The policy shall protect TCMHA for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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2. Other Insurance Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. **Tri-City Mental Health Authority, its officers, officials, employees, and volunteers are to be covered as insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), as a separate Owner's and Contractor's Protective Liability Policy, or on TCMHA's own form.

b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects TCMHA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by TCMHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to TCMHA.

3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or otherwise acceptable to TCMHA.

4. Verification of Coverage. Contractor shall furnish the TCMHA with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by TCMHA or on other than TCMHA's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by TCMHA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the consultant's obligation to provide them. TCMHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

5. Subcontractors. Contractor shall require and verify all subcontractors maintain insurance subject to all of the requirements stated herein.

6. Indemnification. Contractor expressly agrees to defend, indemnify and hold harmless TCMHA and its Directors, officers, agents, volunteers and employees from and against any and all loss, expenses, claims, suits, damages, attorney's fees, and other costs, including all costs of defense, which any of them arising out of or resulting from Contractor's, its associates, subcontractors, or other agents' negligent acts, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations or errors or omissions or willful misconduct in the operation and/or performance under this Agreement. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against TCMHA or its directors, officers, employees, or authorized volunteers, in any such suit, action, or other legal proceeding. The obligations of the contractor shall not extend to the liability of TCMHA, its directors, employees, arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage or injury.

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**J. Invoicing and Payment Process**

The Contractor will bill on a monthly basis based on work performed. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made after invoices are received, approved by the staff overseeing the work and the department has processed the payment. Payments will normally be made at the end of thirty (30) days unless other terms are specifically offered by the Contractor and accepted by TCMHA. TCMHA does not pay in-advance or for interest or fees for late payments.

**K. Agreement Extension**

At the sole discretion of TCMHA, TCMHA may, upon two months prior notice to the Contractor, extend the Agreement for two successive 12-month periods. Such extensions shall be under the same terms and conditions or as negotiated and revised in writing. At such time as TCMHA chooses to exercise the option to extend the Agreement, the Contractor will be notified and requested to submit a written proposal detailing the next 12-months offered price for the agreement services. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term. Any extensions shall be subject to agreement between TCMHA and the Contractor.

**L. Agreement Price Adjustment Parameters**

To be eligible for an Agreement Extension, the price shall either remain the same as proposed or, upon mutual agreement, can be adjusted by the 12-Month percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor for the most current yearly comparison three months prior to the Agreement expiration dates. For example, if the Agreement expires in February the CPI comparison would be between the November CPI for that year and the preceding year. Despite any changes in the CPI for any given twelve-month adjustment period, upward adjustment of Agreement amount shall not exceed 5 percent during any single twelve-month adjustment period.

**M. Transition Services**

Upon the expiration or termination of this Agreement for any reason, the Contractor shall provide the services described below (the “Transition Services”) for up to (2) months if requested by TCMHA (the “Transition Period”). Transition Services shall consist of the following to the extent requested in writing by TCMHA:

1. Continuing to provide the Services required under this Agreement as of the date of termination (including applicable service levels and disaster recovery services), or such subset of such Services as TCMHA may direct; and
2. Providing all reasonable cooperation to TCMHA, its contractors and replacement Networking Contractor(s) in order for TCMHA to transition its data to a successor system, including:

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a. working in good faith to provide all data in a standardized format and structure that is then generally accepted in the health IT industry or is otherwise acceptable to the TCMHA; or

b. assisting with the conversion of such data for use in a new Networking. The parties shall negotiate reasonably and in good faith to agree on details of the Transition Services including the deadline for completion of data conversion services.

3. Transition Fees. Fees shall not exceed the then current hourly rates that would be charged by Networking Contractor for similar services provided under the Agreement. Notwithstanding the foregoing, in the event that the Agreement is terminated by the TCMHA on the basis of the Contractor's breach of this Agreement, including a breach of the Contractor's warranty that the Networking system is certified under the current requirements, then the Contractor shall provide the Transition Services free of any fee, charge or set off.

4. Accessing Previous Networking Software. TCMHA may retain a secure archival copy of the most recently used software, all previous versions, and all documentation for use in responding to e-discovery requests for Documentation in its "native format." TCMHA may use the archived software in litigation, arbitration, or government investigations regarding reimbursement malpractice, or other matters in which the use of such items would help establish what information was known to TCMHA and its Networking users at the time in question and how it appeared.

## **VII. GENERAL PROVISIONS**

### **A. Independent Contractor**

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

### **B. Public Records - Notice Related to Proprietary/Confidential Data**

Proposer understands that the public shall have access, at all reasonable times, to all documents and information, subject to the Public Records Act, and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded). Proposers are advised that the California Public Records Act (the "Act", Government Code §§6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act.

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TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by TCMHA as a waiver of any exemption claim. Any Proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

**C. Conflict Of Interest**

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the TCMHA is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Furthermore, Proposer represents and warrants to TCMHA that it has not employed or retained any person or company employed by the TCMHA to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

**D. Nondiscrimination**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

**E. Debarred/Suspended Contractors**

The awarded Proposer (Contractor) shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract (*Attachment G*).

**F. Business Associate Agreement**

TCMHA will utilize the vendor's network to transmit PHI data. Contractor is required to appropriately safeguard the PHI it has access to. In accordance with TCMHA's policies and procedures, Contractor will sign a *Business Associate Agreement (Attachment H)*, accepting liability for any breach of ePHI or PHI.

**G. Records And Audits**

The awarded Proposer (Contractor) shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by TCMHA to

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assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by TCMHA of the need to extend the retention period.

**H. Governing Law and Regulations**

The services will be performed in, construed by and interpreted according to the laws of the State of California. Proposer will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No proposal received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening proposals. TCMHA intends to award the Agreement within sixty (60) calendar days of receiving the proposals. TCMHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between TCMHA and the agency selected. There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this request or for developing and carrying out interview presentations.

Any proposal preparation and/or travel cost in regards to this proposal is the sole responsibility of the Proposer. All proposal documents, prints and any detailed drawings shall be the property of TCMHA once submitted. TCMHA is a Joint Powers Authority formed and existing under the laws of the State of California. The successful Proposer will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable.

The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is TCMHA's intent to choose only a small number of the most qualified agency to interview with TCMHA, TCMHA reserves the right to choose any number of qualified finalists.

**VIII. DEFINITIONS**

**A. Tri-City Mental Health Services Authority:** Tri-City Mental Health Authority (TCMHA) or its authorized representative.

**B. Request for Proposal Documents:** The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

**C. Proposer:** a person, corporation, partnership, or other entity who submits a proposal.

**D. Proposal Packet:** All requested and required Request for Proposal Documents and forms submitted by the Proposer to TCMHA.

**E. Closing Time:** The time and date deadline for submission of Proposal.

**F. Independent Contractor:** Upon TCMHA's award of the agreement a successful Proposer will become known as "Independent Contractor" or "Networking Contractor".

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**IX. ATTACHMENTS**

Attachment A: Scope of Services

Attachment B: RFP Cover Page

Attachment C: Proposer's Company Information, References and Subcontractors

Attachment D: Proposer's Company Work Process Information

Attachment E: RFP Exceptions

Attachment F: Proposer Price Proposal

Attachment G: Contractor's Attestation

Attachment H: Business Associate Agreement



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**ATTACHMENT A**

**SCOPE OF SERVICES**

| <b>Location</b>                       | <b>Circuit Type</b> | <b>Minimum Product Type</b>             |
|---------------------------------------|---------------------|---|
| 1403 Garey Avenue, Pomona, CA         | Primary Network     | 20mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 30mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 50mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 100mbps Fiber Internet Circuit          |
|                                       | Back-up Network     | 20mbps Fiber Internet Circuit           |
|                                       | Back-up Network     | 30mbps Fiber Internet Circuit           |
| 2001 Garey Avenue, Pomona, CA         | Primary Network     | 20mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 30mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 50mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 100mbps Fiber Internet Circuit          |
|                                       | Back-up Network     | 20mbps Fiber Internet Circuit           |
|                                       | Back-up Network     | 30mbps Fiber Internet Circuit           |
| 2008 Garey Avenue, Pomona, CA         | Primary Network     | 50mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 100mbps Fiber Internet Circuit          |
|                                       | Back-up Network     | 30mbps Fiber Internet Circuit           |
|                                       | Back-up Network     | 50mbps Fiber Internet Circuit           |
| 1900 Royalty Dr., Pomona, CA          | Primary Network     | 20mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 30mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 50mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 100mbps Fiber Internet Circuit          |
|                                       | Back-up Network     | 20mbps Fiber Internet Circuit           |
|                                       | Back-up Network     | 30mbps Fiber Internet Circuit           |
| 1717 Indian Hill Blvd., Claremont, CA | Primary Network     | 20mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 30mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 50mbps Fiber Internet Circuit           |
|                                       | Primary Network     | 100mbps Fiber Internet Circuit          |
|                                       | Back-up Network     | 20mbps Fiber Internet Circuit           |
|                                       | Back-up Network     | 30mbps Fiber Internet Circuit           |
| All Locations                         | SD-WAN              | SD-WAN                                  |
| All Locations                         | SD-WAN              | Managed SD-WAN                          |
| All Locations                         | Firewall            | Enterprise Cloud-based Firewall         |
| All Locations                         | Firewall            | Managed Enterprise Cloud-based Firewall |

Note: Only one primary and one back-up network will be provisioned at each location .

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**ATTACHMENT B**

**RFP COVER PAGE**

|   |  |
|---|--|
| <b>Name of Person, Business or Organization:</b>  |  |
| <b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public) |  |
| <b>Federal Tax ID Number:</b>   |  |
| <b>Contact Person – Name</b>  |  |
| <b>Contact Person – Address</b>   |  |
| <b>Contact Person – Phone Number (s)</b>  |  |
| <b>Contact Person – e-mail address</b>  |  |

By signing this ***RFP Cover Page*** I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

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**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**DATE**

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**ATTACHMENT C**

**PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS**

|                           |  |
|---------------------------|--|
| Company Name:             | Address:                                     |
| Owner, Principal Officer: | Headquarters Location/Date of Establishment: |
| Email:                    | Website:                                     |
| Phone:                    | Fax:   |

List other license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

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Have you ever operated this business under a different name? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain:

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[Continued on Page 2]

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List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_

Subcontractors to be utilized, if applicable:

1. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

**On Going Legal Proceedings:** Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

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**ATTACHMENT D**

**PROPOSER COMPANY WORK PROCESS INFORMATION**

As part of proposal, Proposers are requested to provide detailed responses for the following:

1. How resilient is your network? Include any options for fail-over and “self-healing”. Please detail whether the network is meshed, how traffic is handled in the case one connection point fails. Please include any relevant schematics and diagrams.
2. How do you ensure business continuity in event of disaster? Please include how your company ensures essential services are maintained during short-term incidents such as power failure, whether there is a home-worker/disaster recovery plan, and whether you have two or more connected data centers that back each other up.
3. How do I know your network is really secure? Include any detail possible regarding network protection, intrusion detection systems, and authentication processes.
4. How do you guarantee network performance? How does your network cope with traffic surges, or are there any additional fees to ensure constant internet access?
5. How scalable and flexible is your network? Is the network burstable, and will adding new services disrupt existing services? What are options for VPN?
6. What connectivity and integration options does your network support?
7. Do you have 24/7 automated monitoring and surveillance tools?
8. What “Self-service” network management options are available? If applicable, please include a comparison of managed service versus self-service relative to your offering.
9. What is your commitment to service delivery and best practice service management? What are your SLA’s and network roadmap?
10. What levels and options for support do you offer?

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**ATTACHMENT E**

**EXCEPTION(S) TO SPECIFICATIONS AND/OR  
REQUEST FOR PROPOSAL**

- We **have no** exceptions to the Scope of Work/Requirements
  
- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

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- We **have no** exceptions to any other section of the Proposal Document.
  
- We **have** exceptions to the Request For Proposal Document stated herein shall be fully described in writing by the Proposer in the space provided below.

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**EXHIBIT F**

**PROPOSER PRICE PROPOSAL**

Please use the following template to submit your pricing proposal.

| Location                              | Circuit Type    | Minimum Product Type                    | Monthly Cost | One-Time Cost |
|---------------------------------------|-----------------|---|--------------|---------------|
| 1403 Garey Avenue, Pomona, CA         | Primary Network | 20mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 30mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 50mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 100mbps Fiber Internet Circuit          |              |               |
|                                       | Back-up Network | 20mbps Fiber Internet Circuit           |              |               |
|                                       | Back-up Network | 30mbps Fiber Internet Circuit           |              |               |
| 2001 Garey Avenue, Pomona, CA         | Primary Network | 20mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 30mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 50mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 100mbps Fiber Internet Circuit          |              |               |
|                                       | Back-up Network | 20mbps Fiber Internet Circuit           |              |               |
|                                       | Back-up Network | 30mbps Fiber Internet Circuit           |              |               |
| 2008 Garey Avenue, Pomona, CA         | Primary Network | 50mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 100mbps Fiber Internet Circuit          |              |               |
|                                       | Back-up Network | 30mbps Fiber Internet Circuit           |              |               |
|                                       | Back-up Network | 50mbps Fiber Internet Circuit           |              |               |
| 1900 Royalty Dr., Pomona, CA          | Primary Network | 20mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 30mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 50mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 100mbps Fiber Internet Circuit          |              |               |
|                                       | Back-up Network | 20mbps Fiber Internet Circuit           |              |               |
|                                       | Back-up Network | 30mbps Fiber Internet Circuit           |              |               |
| 1717 Indian Hill Blvd., Claremont, CA | Primary Network | 20mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 30mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 50mbps Fiber Internet Circuit           |              |               |
|                                       | Primary Network | 100mbps Fiber Internet Circuit          |              |               |
|                                       | Back-up Network | 20mbps Fiber Internet Circuit           |              |               |
|                                       | Back-up Network | 30mbps Fiber Internet Circuit           |              |               |
| All Locations                         | SD-WAN          | SD-WAN                                  |              |               |
| All Locations                         | SD-WAN          | Managed SD-WAN                          |              |               |
| All Locations                         | Firewall        | Enterprise Cloud-based Firewall         |              |               |
| All Locations                         | Firewall        | Managed Enterprise Cloud-based Firewall |              |               |

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**ATTACHMENT G**



**CONTRACTOR’S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM**

| Contractor’s Name | Last | First |
|-------------------|------|-------|
|-------------------|------|-------|

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of:1) any event that would require Contractor or a staff member’s mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

**Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?**

\_\_\_\_\_ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

\_\_\_\_\_ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor or Vendor’s Name

\_\_\_\_\_  
Contractor or Vendor’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
TCMHA Executive Official’s Name

\_\_\_\_\_  
TCMHA Executive Official’s Signature

DISTRIBUTION:  
COPIES: HR Representative, Contractor, Finance



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ATTACHMENT H



This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and \_\_\_\_\_ (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

RECITALS

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time.

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

**NOW, THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

AGREEMENT

**I. Definitions.**

**A. Breach** shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

**B. Business Associate** shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

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**C. Consumer** is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

**D. Covered Entity** shall have the meaning given to such term under 45 C.F.R. § 160.103.

**E. Data Aggregation** shall have the meaning given to such term under 45 C.F.R. § 164.501.

**F. Designated Record Set** shall have the meaning given to such term 45 C.F.R. § 164.501.

**G. Electronic Protected Health Information or EPHI** means Protected Health Information that is maintained in or transmitted by electronic media.

**H. Electronic Health Record** shall have the meaning given to such term under 42 U.S.C. § 17921(5).

**I. Health Care Operations** shall have the meaning given to such term under 45 C.F.R. § 164.501.

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

**K. Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

**L. Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

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

**N. Subcontractor** shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

**O. Unsecured PHI** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services (“**Secretary**”).

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**II. Obligations of Business Associate.**

**A. Permitted Access, Use or Disclosure.** BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

**B. Prohibited Uses and Disclosures.** Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**C. Appropriate Safeguards.** BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

**D. Reporting of Improper Access, Use, or Disclosure.**

**1. Generally.** BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any

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action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

**2. Breaches of Unsecured PHI.** Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

**3. Mitigation.** BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

**E. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

**F. Access to Protected Information.** To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

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**G. Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

**H. Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual’s authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

**I. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA’s compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

**J. Minimum Necessary.** BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of “minimum necessary” is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.” Notwithstanding the foregoing, BA must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE’s minimum necessary policies and procedures as furnished to BA.

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**K. Permissible Requests by Covered Entity.** CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

**L. Breach Pattern or Practice.** If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA's obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

**III. Indemnification; Limitation of Liability.** To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

**IV. Business Associate's Insurance.** BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

**V. Term and Termination.**

**A. Term.** The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

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**B. Termination.**

**1. Material Breach by BA.** Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

**2. Effect of Termination.** Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

**VI. Assistance in Litigation.** BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

**VII. Compliance with State Law.** Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

**VIII. Compliance with 42 C.F.R. Part 2.** CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

**IX. Amendment to Comply with Law.** Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into

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negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

**X. No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**XI. Notices.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

**If to CE:** Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711  
Attn: Chief Compliance Officer

**If to BA:**

**With a copy to:** Hooper, Lundy & Bookman, P.C.  
1875 Century Park East, Suite 1600  
Los Angeles, CA 90067  
Attn: Linda Kollar, Esq.  
Fax: 310-551-8181

or to such other persons or places as either party may from time to time designate by written notice to the other.

**XII. Interpretation.** The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.



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**XIII. Entire Agreement of the Parties.** This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

**XIV. Regulatory References.** A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

**XV. Counterparts.** This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this BAA as of the BAA Effective Date.

**AGREED AND ACCEPTED:**

TRI-CITY MENTAL HEALTH  
AUTHORITY  
\_\_\_\_\_  
**Name of Covered Entity**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Business Associate**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Print Name**

Contractor  
\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Date**