

Dr. Alice Gleghorn, Ph.D. Director

COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS

REQUEST FOR PROPOSALS

For

Interpreter Services

FY 2021-2024

The County of Santa Barbara, Department of Behavioral Wellness (BeWell) is pleased to issue this Request for Proposals (RFP) to solicit applications from qualified organizations to provide interpreter services.

Release Date: January 26, 2021

Responses Due By: 5:00 P.M. (PST) on February 23, 2021

Responses must be submitted via RFP 360

RFP 360 Link: <https://my.rfp360.com/public/rfp/de1f4ed6-3df2-4853-8dcd-3affd9f2f307>

**Responses not submitted on time or through RFP 360
will not be considered**

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ATTACHED EXHIBITS

The following Exhibits must be completed and submitted with the proposal:

- Exhibit A – Proposal Contents**
- Exhibit B – Cost Proposal**
- Exhibit C – Cultural Competence Form**
- Exhibit D – Certifications and Signature**

The following Exhibits are informational:

- Exhibit E – Evaluation and Scoring Criteria**
- Exhibit F – County Contract Standard Terms and Conditions**
- Exhibit G – Bidders Conference Notification**

1. Overview

A. Introduction.

The Santa Barbara County Department of Behavioral Wellness (BeWell or Behavioral Wellness) is the public authority at the County level for alcohol, drug, and mental health services. As a public agency, the BeWell is responsible for assisting many of the County’s most vulnerable residents, especially those who are uninsured or underinsured. BeWell provides leadership, coordination, and oversight for prevention, early intervention, treatment, and recovery support from alcohol or drug use and/or mental health conditions for children, youth, adults, older adults, and families.

The purpose of this Request for Proposals (RFP) is to solicit applications from qualified organizations to provide in-person, on demand or tele-remote interpretation and document translation services.

B. Background

In accordance with Title VI of the Civil Rights Act of 1964 and to prevent discrimination on the basis of national origin against persons who are Limited English Proficient (LEP), institutions receiving federal funding must take reasonable steps to ensure that individuals have meaningful access to all their programs and activities. Behavioral Wellness provides individuals with LEP meaningful access to language assistance services in accordance with the Federal, State, and other Regulations.

C. Contract Term.

BeWell intends to award one or more contracts to the Bidder(s) selected as the most qualified responsible Bidder(s) whose responses conform to this RFP and meets the County’s requirements set forth herein. The term of the contract(s) will commence upon execution by the Chair of the Santa Barbara County Board of Supervisors and shall expire on June 30, 2024 with the ability to extend, unless otherwise terminated or extended pursuant to the contract. Behavioral Wellness may also contract with Bidders past the initial term without issuing a new RFP and may add to the network of interpreters to ensure network capacity is met for their Healthcare network.

D. Proposal Timeline.

Release of Request for Proposals	January 26, 2021
Bidders Conference (via Zoom videoconference) Attendance is recommended, but not required.	February 5, 2021 at 2:00 P.M. (PST)

Deadline for Submission of Questions by Bidders	February 9, , 2021 at 5:00 P.M. (PST)
Deadline for BeWell's Responses to Questions	February 12, 2021 at 6:00 P.M. (PST)
Deadline for Submission of Proposal	February 23, 2021 at 5:00 P.M. (PST)
BeWell Review of Proposals	February 24 2021 – March 23, 2021
Oral Interviews/Presentations, if requested by the Evaluation Panel	Date TBD during the review period stated above
Notice of Intent to Award	March 23, 2021
Protest Submission Deadline	March 29, 2021 at 5:00 P.M. (PST)
Board of Supervisors Review of Contract	TBD (Target – April 20, 2021)
Contract Start Date	July 1, 2021

E. Questions.

Questions regarding the contents of this RFP must be submitted online via RFP 360 on or before the deadline stated above. To the extent possible, BeWell will answer all questions posted through RFP 360. All questions and answers will be posted on RFP 360. See Section 6.A for further details on RFP 360.

F. RFP Contact Information.

All correspondence is to be submitted via RFP 360. The contact person for this RFP is:

RFP TITLE:	Interpreter Services RFP FY 2021 – 2024
CONTACT :	Ana Bello, Contracts Analyst, Department of Behavioral Wellness
CONTACT EMAIL:	bwellrpf@co.santa-barbara.ca.us
CONTACT PHONE:	(805) 681-5229

2. Bidder Minimum Qualifications

A. Eligible Bidders.

Bidders are eligible to participate in the RFP process if they meet the Bidder Minimum Qualifications and neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration (Debarred/Suspended). BeWell will disqualify

proposals that do not demonstrate that Bidder meets the specified Bidder Minimum Qualifications or if the Bidder fails to provide all information or documents requested in this RFP or if Bidder or its principals are Debarred/Suspended. These disqualified proposals will not be evaluated by the Evaluation Committee and will not be eligible for the contract award under this RFP. BeWell has the right to accept all or part of the proposed program model at its discretion.

B. Bidder Minimum Qualifications.

To be eligible to participate in this RFP, Bidders must meet the following Bidder Minimum Qualifications:

1. Bidder shall have an interpretation network that includes interpreters with the following interpretation certifications:
 - American Translators Association (ATA) Certified Translator (CT)
 - Credentialed Interpreter (CI-Healthcare and Legal)
 - California State certified administrative hearing interpreter
 - Certified Healthcare Interpreter and/or Certified Medical Interpreter

2. Bidder can provide documentation that it has experience in providing interpretation services to the Limited English Proficient persons, specifically the threshold language Spanish.

3. Scope of Work

This section provides an overview of the services to be provided by the successful Bidder(s).

A. In-Person Interpreting.

Successful Bidder(s) shall:

- i. Provide professional medical interpretation services for limited English proficient clients in County's threshold language of Spanish and for all languages including, Mixteco variants (Mixteco Alto and Bajo) and American Sign Language.

- ii. Provide a pool of qualified medical interpreters to provide the following in-person or telehealth interpretation services:
 - Spanish<>English
 - Mixteco Alto<>English
 - Mixteco Bajo<> English

- And other languages as available
- iii. Accommodate last-minute appointments and emergency requests.

B. Over the Phone Interpreting (OPI).

Successful Bidder(s) shall:

- i. Provide on-demand telephonic interpretation 24/7/365.
- ii. Provide pre-scheduled telephonic interpretation.

C. Video Remote Interpreting.

Successful Bidder(s) shall:

- i. Attend Zoom and other video conference meetings as needed to provide interpretation services.
- ii. Pre-schedule and be available on demand for Zoom and other video conference meetings.

D. Document Translation.

Successful Bidder(s) shall provide translation services for Spanish and all other languages as appropriate in Microsoft Word and/or Excel as submitted by Behavioral Wellness and work with Cultural Competency Manager for readability.

E. Training Requirements.

Bidders shall provide a Cultural Competency Training for their staff on providing interpretation services in a Behavioral Health setting.

4. Cost Proposal

Bidders shall complete and upload the Cost Proposal template provided in *RFP Exhibit B (Cost Proposal)*.

5. Submittal Instructions

A. Submit Proposal via RFP 360.

BeWell uses RFP 360, an online RFP management software that automates the RFP process. The system is used to distribute RFPs, receive Bidders' Statements of Qualifications, receive and respond to questions, and review and evaluate responses. [A Proposal in response to this RFP will only be accepted through this online system.](#)

Submittal of a hard copy Proposal or by electronic means (e.g., emails, flash drives) will NOT be accepted. Interested Bidders must set up a digital Bidder profile in RFP 360 and complete and submit a Proposal to respond to this RFP. Once a profile is established, Bidders will be able to respond to any future RFPs issued by BeWell without the need to re-enter basic Bidder details (e.g., name, address, contacts, etc.).

B. Deadline for Submittal.

A complete Proposal must be submitted through RFP 360 by **5:00 P.M. (PST) on February 23, 2021.**

To respond to this RFP, Bidders must complete and submit a Proposal via RFP 360. See *RFP Exhibit A (Proposal Content)* for details about required information.

6. General Provisions

A. Amendments/Addenda to RFP.

BeWell reserves the right to issue addenda or amendments to this RFP if BeWell considers that changes are necessary or additional information is needed. Any Amendments/Addenda will be available on RFP 360.

B. Incurred Costs.

All costs incurred in the development, preparation, and submission of a Proposal in response to this RFP will be solely at the expense of the Bidders.

C. Open Record Laws & Confidential Information

All materials submitted in response to this RFP will become the property of the County of Santa Barbara and will not be returned. In addition, all materials submitted may be subject to open record laws and regulations such as the California Brown Act and the California Public Records Act, and therefore may be released, disclosed, and posted online, to and for the public. The County reserves the right, consistent with applicable laws, to make the final determination whether a proposal, or any portion of it, should be considered Confidential Information and not subject to disclosure. Bidder's identification of a document as "Confidential" shall not be dispositive. In making a determination of whether the information is confidential, the County uses the definition of trade secret set forth in subdivision (d) Section 3426.1 of the California Civil Code, which states "Trade secret means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy" (Confidential Information). This provision does not apply to Confidential Information that is 1) in the public domain through no fault of the receiving party, 2) was independently developed as shown by documentation, 3) is disclosed to others without

similar restrictions, 4) was already known by the receiving party, or 5) is subject to disclosure under court order or other lawful process.

D. No Commitment to Contract.

The purpose of this RFP is to identify Bidders that are able to meet BeWell's specific requirements for interpreter services. This RFP does not commit BeWell to award a contract.

E. Final Contracting Authority.

The Santa Barbara County Board of Supervisors has final authority to approve contracts for special services and any contract over \$200,000 on behalf of the County. Contracts shall be subject to the County's standard terms and conditions, including required terms under the County's Mental Health Plan (MHP) Agreement with the California Department of Health Care Services, Mental Health Services Act (MHSA) Agreement with DHCS, and Organized Delivery System (ODS) Performance Agreement with DHCS, and standard indemnification and insurance requirements (see *RFP Exhibit G*). Should the parties fail to agree on contract terms, or should Board approval be denied, this may result in re-negotiation of the contract(s), the re-advertisement of the RFP process, or any other actions deemed appropriate by BeWell.

F. Best Value Evaluation.

BeWell realizes that criteria other than price are important and will award contract(s) based on the optimal combination of quality, price, contractual terms and various qualitative elements of required products and services.

G. Right to Accept, Reject, Cancel, or Waive.

Proposals must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. BeWell reserves the right to accept or reject any or all proposals or any part thereof, or to waive any informalities or minor irregularities in the proposals, and to make an award on the basis of suitability, quality of service to be provided, and ability to perform the services.

Common reasons for rejection include, but are not limited to proposals that are conditional or incomplete or that contain any alteration of form or other irregularities of any kind; proposals with defects or irregularities constituting material deviations from the submittal requirements; or failure to follow the prescribed format or deadlines. BeWell also reserves the right to cancel this RFP in part or in its entirety.

H. Additional Reservation of Rights.

BeWell further reserves the right to:

- i. Reopen the RFP after the final submission date if, in its sole discretion, BeWell determines that the Proposals received do not meet the guidelines or the intent of this RFP.

- ii. Extend the deadline to submit Proposals for 30 days beyond the final submission deadline if the Proposal Timeline was for 40 days or less and only one responsive Proposal was received.
- iii. Choose a Bidder who is not the lowest bidder.
- iv. Award more than one contract.

I. Local Vendor Preference Policy.

Requested services will be funded with Federal funds, therefore no local vendor preference is allowable.

J. Conflict of Interest.

Bidder shall disclose to BeWell any actual, apparent, or potential conflicts of interest that may exist relative to the services described herein this RFP. County retains the right to waive a conflict of interest disclosed by Bidder if County determines it to be immaterial. If awarded the contract, the selected Bidder will be required to refrain from and disclose subsequent potential conflicts throughout the performance period.

K. Nondiscrimination.

The County of Santa Barbara does not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment, and does not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification.

County hereby notifies Bidders that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this RFP and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Bidder agrees to comply with said ordinance. Bidder also agrees to comply with the nondiscrimination provisions set forth in *RFP Exhibit F, County Contract Standard Terms and Conditions, MHP Subcontractor Terms*.

7. Method of Evaluation

A. Evaluation Committee.

Proposals will be evaluated by a committee (with a minimum 5 members) comprised of non-conflicted members (Evaluation Committee). The Evaluation Committee will include BeWell staff and may include other County staff and/or external partners who have expertise/experience in the RFP content.

The Evaluation Committee will score and identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award shall be within the sole judgment and discretion of the Evaluation Committee.

Responses will be evaluated and ranked in accordance with the criteria stated below and in *RFP Exhibit E (Evaluation and Scoring Criteria)*.

The Evaluation Committee will select the Bidder(s) who, in its opinion, has submitted a Proposal that best serves the overall interests of the County of Santa Barbara and attains the highest overall point score(s).

The award may not be to the Bidder(s) with the lowest price.

B. Evaluation Criteria.

All Proposals that pass the initial evaluation criteria, which are determined on a pass/fail basis, will be evaluated by the Evaluation Committee. The Evaluation Committee will score and identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award shall be within the sole judgment and discretion of the Evaluation Committee.

The Evaluation Committee will evaluate Bidders' proposals using the criteria described in *RFP Exhibit E (Evaluation and Scoring Criteria)*.

C. Oral Interview/Presentations.

The Evaluation Committee may invite the highest-ranking Bidders, as determined through the evaluation process, to participate in an oral interview/ presentation with the Evaluation Committee. If the Evaluation Committee elects to extend invitations for oral interviews/ presentations, the Bidders selected will be provided with written guidance regarding the amount of time allocated for the interview/presentation, the format of the interview/presentation, and how the interview/presentations will be scored.

D. Award Procedures.

Following scoring and evaluation by the Evaluation Committee, a Notice of Intent to Award will be issued.

A contract, in form and content similar to *RFP Exhibit F*, will be negotiated with the selected Bidder(s).

The final contract(s) will be submitted to the County Board of Supervisors for review and approval.

It is the intent of BeWell to have contract(s) in effect by July 1, 2021.

E. Protests

A. Purpose and Applicability.

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by BeWell concerning its procurement activities. The following protest procedures shall be employed for procurements conducted by BeWell.

A protestor has the burden of proof that BeWell has committed an error in the bid process sufficiently material to justify invalidation of the award. An example of a material error would be, among others, failure to follow the provisions of its own bid document. When scores of an Evaluation Committee are at issue, more than the opinion of the protestor that scores should have been different, or that different scores could have been awarded based on the same information, is required to invalidate scoring decisions.

B. Grounds for Protest.

- i. A Bidder to the RFP may protest to BeWell the award of the contract to another Bidder if:
 - a. The Protestor has reason to believe that free and open competition does not exist;
 - b. There has been a violation of federal, state, or local law or regulation during the procurement process;
 - c. The Evaluation Committee's failure to adhere to evaluation criteria set forth in solicitation documents or use of additional criteria not so published; or
 - d. Changes to evaluation criteria made during the evaluation process.
- ii. There is no basis for protest if:
 - a. BeWell rejects all bids or proposals;
 - b. The protestor was not a Bidder;
 - c. The protest was not submitted timely or in accordance with these procedures;
 - d. The protestor has not alleged that it is the lowest responsible bidder or highest-scored proposer; or
 - e. The protestor is not in a position to make a supportable assertion that it should have been the lowest responsible Bidder or the highest-scored Bidder.

C. Procedure.

- i. A protest must be submitted on RFP 360 within five (5) calendar days following the date of the Notice of Intent to Award, and no later than 5:00 p.m. on the fifth day. Protests

received after that time shall not be considered. Protest information and follow-up arguments that are submitted after the protest submission deadline will not be considered to be part of the protest.

- ii. All protests received within the protest submission deadline shall be examined by the BeWell Director. The BeWell Director shall evaluate the protest and, within fourteen calendar days of the date the protest was filed on RFP 360, issue a written decision to the Protestor and any other interested parties. No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by BeWell. If applicable, BeWell may attempt to resolve the protest with the protestor.
- iii. No court shall maintain subject matter jurisdiction prior to completion of the administrative process described herein.

D. Suspension of Procurement.

Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:

- a. The goods or services being procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make an award promptly;
- c. Failure to make prompt award will result in termination of a critical County function or activity or otherwise cause undue harm to the County; or
- d. The BeWell Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.

EXHIBIT A PROPOSAL CONTENT INTERPRETER SERVICES RFP

This section describes the information that Bidders must complete and submit in response to this RFP. This information must be submitted through RFP 360.

Overview:

SECTION 1 – Executive Summary

Provide a concise summary of the proposed services.

SECTION 2 – General Information/Bidder Profile

Provide answers using the template and instructions below.

SECTION 3 – Bidder Minimum Qualifications

Verify that you meet the Bidder Minimum Qualifications.

SECTION 4 –Bidder Experience

SECTION 5 – In-Person Interpreter Services

Describe the services offered under this category

SECTION 6 – Over the Phone Interpreting (OPI)

Describe the services offered under this category

SECTION 7 – Video Remote Interpreting

Describe the services offered under this category

SECTION 8 – Document Translation

Describe the services offered under this category

SECTION 9 – Training Requirements

SECTION 10 – Cost Proposal

Complete and upload the template provided in RFP Exhibit B.

SECTION 11 – References

Upload the required references.

SECTION 12 – Required Documents

- RFP Exhibit A – Proposal Contents

- RFP Exhibit B – Cost Proposal
- RFP Exhibit C – Cultural Competence Form
- RFP Exhibit D – Certifications and Signature
- Proof of Authority to Operate in the State of California
- Certificates of Insurance
- Annual Audited Financial Statement (most recent)

PROPOSAL CONTENT

General Instructions for Submitting a Proposal

Detailed Responses: In responding to each section of the RFP, Bidders should document all statements concerning specific experience, knowledge, training, and capabilities to the fullest extent possible. For example, do not make unqualified statements such as, “*Our agency has a long history of providing interpreter and translation services.*” Instead, factual definitive information will be required such as, “*For the past 15 years, our agency has provided interpreting services in 12 languages for more than 100 clients in the following locations...*”

SECTION 1 – Executive Summary

Mark the categories for which your organization is submitting a proposal. Provide a concise summary of the proposed services for each category for which a proposal is submitted.

- In-Person Interpreting
- Over the Phone Interpreting (OPI)
- Video Remote Interpreting
- Document Translation

SECTION 2 -General Information/Bidder Profile

a. Name of Organization:

Address:

Street:

City:

State:

Zip Code:

Executive Director:

Name:

Work Phone: () - Ext.

E-mail Address:

Project Director/Lead Staff:

Name:

Title:

Work Phone: () - Ext.

E-mail Address:

Primary Contact Information:

Name:

Title:

Work Phone: () - Ext.

E-mail Address:

b. Webpage:

c. Federal Identification Number (Tax ID):

d. Years in Operation:

e. Type of Entity/Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit/Church

Other: _____

f. Jurisdiction of Organization Structure:

g. Bidder is a: (if applicable, add checkmark next to designation below)

_____ Small business, minority-owned firm

_____ Women's business enterprise

SECTION 3 - Bidder Minimum Qualifications

Bidder Attestation. Place a checkmark next to the statement below to certify that the organization meets the Bidder Minimum Qualifications:

_____ Bidder attests that its interpretation network includes interpreters with the following interpretation certifications:

- American Translators Association (ATA) Certified Translator (CT)
- Credentialed Interpreter (CI-Healthcare and Legal)
- California State certified administrative hearing interpreter
- Certified Healthcare Interpreter and/or Certified Medical Interpreter

_____ Bidder attests that it can provide documentation it has experience in providing interpretation services to the Limited English Proficient persons, specifically the threshold language Spanish.

SECTION 4 - Bidder Experience.

- a. Indicate how long your organization has been providing interpreting services. More points will be awarded to Bidders that have at least two years of experience providing interpreting services.
- b. Describe your organization's experience providing each of the following:
 - In-person interpreting,
 - Over the phone interpreting,
 - Video remote interpreting, and
 - Document translation.

SECTION 5 – In-Person Interpreter Services

- a. Describe the organization's capacity to provide professional medical interpretation services for limited English proficient clients throughout the County of Santa Barbara.
- b. Place a checkmark next to the interpretation services the organization is capable of providing:
 - Spanish<>English
 - Mixteco Alto<>English
 - Mixteco Bajo<> English
 - Other languages: List any other languages that your organization can provide.
- c. Describe your years of experience in providing in person interpretation services.
- d. Describe how last-minute appointments and emergency requests are handled.

SECTION 6 – Over the Phone Interpreting (OPI)

- a. Describe your capacity and process of providing interpretation services throughout the County of Santa Barbara.
- b. Describe your years of experience in providing over the phone interpretation services.
- c. Describe how the organization will provide on-demand telephonic interpretation 24 hours a day /7 days a week /365 days a year.
- d. Describe how the organization will provide pre-scheduled telephonic interpretation.

SECTION 7 – Video Remote Interpreting

- a. Describe your process of providing video remote interpretation services and the platform in which you provide the interpretation services.
- b. Describe your years of experience in providing video remote interpreting.

SECTION 8 – Document Translation

- a. Describe your years of experience in translating behavioral health documents.
- b. Describe your process of ensuring the accuracy of the translation.
- c. Describe your years of experience in providing document translation.
- d. Indicate if your organization can provide translation services for Spanish and all other languages as appropriate in Microsoft Word and/or Excel.

SECTION 9 –Training Requirements

Bidders shall provide a Cultural Competency Training for their staff on providing interpretation services in a Behavioral Health setting.

- a. Indicate if your organization currently provides cultural competency training.
- b. If the answer is yes to the above question, please describe the content of the cultural competency training.
- c. If not currently providing cultural competency training, describe how your organization will meet this requirement.

SECTION 10 – Cost Proposal

Complete and upload the template provided in RFP Exhibit B.

SECTION 11 –References

Provide a minimum of two (2) references from Behavioral Health organizations (network/system providers) for which your organization has provided interpretation services similar to those described in this RFP.

References provided should be organizations that will be able to confirm: 1) satisfaction with Bidder’s services, and 2) timely and effective services.

References shall include the entity’s name and address and the contact person’s name, title, phone number, email address, and term of contract.

The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

Entity Name/Address	Reference Contact Person’s Name/Title	Phone Number/Email Address	Dates of services provided (from/through*)

*Enter "**Present**" if still providing the services (Example: 10/08/19 through present).

SECTION 12 – Required Documents

Please upload the following required documents:

- Proof of Authority to Operate in the State of California. Attach photocopies of federal and state tax identification numbers. Additionally, include a print out from the Secretary of State’s website to document Proof of Authority to Operate in the State of California.

- Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.
- Annual Audited Financial Statement (most recent).
- Tax Return (most recent filed).
- Cost Proposal (see RFP Exhibit B)
- Cultural Competence Form (see RFP Exhibit C).
- Certifications and Signature (see RFP Exhibit D).

Type of Service	Languages Provided	Availability	Cost Per Unit & Minimum Units	
Interpreter Services - On site; in person	Spanish <> English	Mon-Fri 8:00am to 5:00pm	\$__ per hour __ hour minimum	
		After Hours/Weekend Available:	\$__ per hour __ hour minimum	
	All other Languages	Mon-Fri 8:00am to 5:00pm	\$__ per hour __ hour minimum	
		After Hours/Weekend Available:	\$__ per hour __ hour minimum	
	Sign Language Interpretation	Mon-Fri 8:00am to 5:00pm	\$__ per hour __ hour minimum	
		After Hours/Weekend Available:	\$__ per hour __ hour minimum	
Interpreter Services - Over the phone Pre-scheduled and On Demand	Spanish <> English	Mon-Fri 8:00am to 5:00pm	\$__ per minute __ minutes minimum	
		After Hours/Weekend Available:	\$__ per minute __ minutes minimum	
	All other Languages	Mon-Fri 8:00am to 5:00pm	\$__ per minute __ minutes minimum	
		After Hours/Weekend Available:	\$__ per minute __ minutes minimum	
	Interpreter Services - Video remote interpreting Pre-scheduled and On Demand	Spanish <> English	Mon-Fri 8:00am to 5:00pm	\$__ per minute __ minutes minimum
			After Hours/Weekend Available:	\$__ per minute __ minutes minimum
All other Languages		Mon-Fri 8:00am to 5:00pm	\$__ per minute __ minutes minimum	
		After Hours/Weekend Available:	\$__ per minute __ minutes minimum	
Sign Language Interpretation		Mon-Fri 8:00am to 5:00pm	\$__ per minute __ minutes minimum	
		After Hours/Weekend Available:	\$__ per minute __ minutes minimum	
24 hours Cancellation	----	----	NO FEE for visit Cancelled at least 24 hours in advance	
No show client Fee	----	----	\$__ Fee for service canceled less than 24 hours in advance, or client no show	
Translation Services - Document Translation	Spanish <>English	Words per day	\$__ /word (net)	
	All other Languages	Words per day	\$__ /word (net)	

EXHIBIT C CULTURAL COMPETENCE

Bidder Name: _____

Identify the Agency's ability to provide language, gender, and culturally **specific to the RFP services** by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender and Culturally Competence	Have staff on board		Name of Agency that you have an arrangement with to respond to these referrals
	1	2	
	Included in staffing work plan	Not included in staffing work plan. Explain below	
American Sign Language			
Spanish (Language)			
Other Language:			
L.G.B.T.Q. Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Formerly homeless staff or staff in recovery			
Others:			

EXHIBIT D

CERTIFICATIONS AND SIGNATURE

Certifications and Signature

The following statements are incorporated into Bidder's response to this RFP:

1. The offer made in the proposal is firm and binding for twelve (12) months from the date the proposal is opened.
2. All aspects of the proposal, including cost, have been determined independently, without consultation with any other Bidder or competitor for the purpose of restricting competition.
3. Bidder has reviewed the RFP, County Contract Standard Terms and Conditions, including MHP Subcontractor Terms and Insurance Requirements in their entirety and have no exceptions to any requirements, terms, or conditions.
4. Bidder agrees to provide BWell with any other information BWell determines is necessary for an accurate determination of the Bidder's ability to perform the services as proposed.
5. Certification Regarding Debarment or Suspension.
 - a. In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Bidders submitting a response to this RFP:
 - i. By signing this Certification and submitting a bid, the Bidder certifies, to the best of its knowledge and belief, that neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
 - ii. "Principals," for the purposes of this certification, means officers, directors, owners with an ownership interest totaling five percent or more, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
 - b. The Bidder shall provide immediate written notice to the BWell Contact Person identified in this RFP if, at any time prior to award, the Bidder learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.

EXHIBIT D
CERTIFICATIONS AND SIGNATURE

- c. This certification is a material representation of fact upon which reliance will be placed when making the award. It if is later determined that the Bidder rendered an erroneous certification, in addition to other remedies available to the County of Santa Barbara government, BWell may terminate the contract resulting from this solicitation for default.

- d. The Bidder affirms that it has no record of recent unsatisfactory performance with County of Santa Barbara, during the past twenty-four (24) months at a minimum.

- 6. The Bidder has no actual, apparent, or potential conflicts of interest relative to the services described herein or, has disclosed all actual, apparent, or potential conflict of interest to BWell. [Bidders: Attach a Conflicts of Interest Statement to this form that identifies in detail any actual, apparent or potential conflict of interest].

Certification: I hereby certify that I have authorization to attest to the foregoing statements and to submit this proposal on behalf of the organization; and that to the best of my knowledge, the information contained in this proposal are true and correct.

SIGNATURE: _____
Authorized Representative

Date: _____

Bidder Name: _____

Address _____

Telephone # () _____

Contact: _____

Name of Authorized Representative: _____
(Print Name)

Title of Authorized Representative: _____
(Print Title)

EXHIBIT E

EVALUATION AND SCORING CRITERIA

Interpreter Services

All contact during the evaluation phase shall be through RFP 360 to the County contact person only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the Evaluation Committee may result in disqualification of Bidder.

Proposals will be evaluated by a committee (with a minimum 5 members) comprised of non-conflicted members (Evaluation Committee). The Evaluation Committee will include BeWell staff and may include other County staff and/or external partners who have expertise/experience in the RFP content. The Evaluation Committee will score and identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award shall be within the sole judgment and discretion of the Evaluation Committee

Responses will be evaluated and ranked in accordance with the criteria stated in this RFP.

The Evaluation Committee will select the Bidder(s) who, in its opinion, has submitted a Proposal that best serves the overall interests of the County of Santa Barbara and attains the highest overall point score(s). The award may not be to the Bidder(s) with the lowest price.

The evaluation process consists of the following steps:

Step 1: Technical Review.

All proposals that pass the Technical Review, which is determined on a pass/fail basis, shall be evaluated by the Evaluation Committee.

Step 2: Proposal Review.

Proposals shall be evaluated according to the Evaluation Criteria and point scale shown below. The Evaluation Committee shall score responses to each question according to a 0- 3 -5 scale:

0 = Does not meet requirement

3 = Meets requirement

5 = Exceptional

Questions within some sections have been assigned weights between 0 and 5, which indicate relative priority to each other (5 = highest priority). When varying weights are not indicated below, assume that the questions within the section have been weighted equally. The scores for all the Evaluation Criteria shall be added and calculated according to weight to arrive at a score for each proposal. A proposal with a high total shall be deemed of higher quality than a proposal with a lesser total. The final maximum score for any proposal is **320 points**.

The Evaluation Committee may elect to follow a two-stage Proposal Review process that includes an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of oral interview/presentations. If a two-stage approach is followed, the Bidders that receive the three highest preliminary scores of **at least 250 points** will be invited to participate in an oral interview/presentation (“Short List”).

Only the Bidders with the three highest scores shall proceed to the next stage. All other Bidders shall be deemed eliminated from the process. All Bidders will be notified of the Short List participants; however, the preliminary scores at that time shall not be communicated to Bidders.

The Bidders selected for oral interviews/presentations will be provided with written guidance regarding the amount of time allocated for the oral interview/presentation, the format of the oral interview/presentation, and how the oral interview/presentation will be scored. The oral interview/presentation will be scored and these points will be added to the preliminary score in order to arrive at a final total score.

Step 3 Notice of Intent to Award

The Evaluation Committee’s decision will be communicated through the issuance of a Notice of Intent to Award.

SCORING OVERVIEW

Section	Max. Points Subsection	Max. Points for Section
STEP 1 - TECHNICAL REVIEW:		
1. Debarment/Suspension		Pass/Fail
<p>2. Bidder Attestation Re: Minimum Qualifications (Exhibit A, Section 3)</p> <p>Bidder attests that it meets the following Minimum Qualifications:</p> <p>A. Bidder shall have an interpretation network that includes interpreters with the following interpretation certifications:</p> <ul style="list-style-type: none"> <input type="checkbox"/> American Translators Association (ATA) Certified Translator (CT) <input type="checkbox"/> Credentialed Interpreter (CI-Healthcare and Legal) <input type="checkbox"/> California State certified administrative hearing interpreter <input type="checkbox"/> Certified Healthcare Interpreter and/or Certified Medical Interpreter <p>B. Bidder can provide documentation that it has experience in providing interpretation services to the Limited English Proficient persons, specifically the threshold language Spanish.</p>		Pass/Fail
<p>3. Required Documents (Exhibit A, Section 12)</p> <p>Bidder has uploaded the following required documents:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Proof of Authority to Operate in State of California. Attached photocopies of federal and state tax identification numbers. Include a print out from the Secretary of State's website to document Proof of Authority to Operate in California. <input type="checkbox"/> Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies. <input type="checkbox"/> Cost Proposal using the template provided in RFP Exhibit B) 		Pass/Fail

Section	Max. Points Subsection	Max. Points for Section
<ul style="list-style-type: none"> <input type="checkbox"/> Annual Audited Financial Statement (most recent) <input type="checkbox"/> Tax Return (most recent filed) <input type="checkbox"/> Cultural Competence Form (see RFP Exhibit C) <input type="checkbox"/> Certifications and Signature (see RFP Exhibit D) 		
STEP 2 - PROPOSAL REVIEW:		
4. Executive Summary (Exhibit A, Section 1)		Section 4 Score: 0 pts.
5. General Information/Bidder Profile (Exhibit A, Section 2, paragraphs a-g)		Section 5 Score: 0 pts.
6. Bidder Experience (Exhibit A, Section 4)		Section Score: 15 pts.
7. In-Person Interpreter Services (Exhibit A, Section 5)		Section Score: 60 pts.
8. Over the Phone Interpreting (OPI) (Exhibit A, Section 6)		Section Score: 60 pts.
9. Video Remote Interpreting (Exhibit A, Section 7)		Section Score: 60 pts.
10. Documentation Translation (Exhibit A, Section 8)		Section Score: 50 pts.
11. Training Requirements (Exhibit A, Section 9)		Section Score: 15 pts.
12. Cost Proposal (Exhibit A, Section 10)		Section Score: 45 pts
13. References (Exhibit A, Section 11)		Section Score: 15 pts.
MAXIMUM POINTS AVAILABLE:		320
*ADDITIONAL POINTS, IF APPLICABLE:		
14. ORAL INTERVIEW/ PRESENTATION If Oral Interviews/Presentations are held, additional points will be available for the Bidders with the three highest scores. The Oral Interviews/Presentations will be scored, in accordance with separate instructions provided to the selected Bidders, and these points will be added to the preliminary scores in order to arrive at a final total score.		Section Score: TBD pts.
*OVERALL TOTAL POINTS:		TBD

Evaluation Step 1 – Technical Review

EVALUATION CRITERIA	Rating
1. DEBARMENT/SUSPENSION	Pass/Fail
<p>2. BIDDER ATTESTATION RE: MINIMUM QUALIFICATIONS (Exhibit A, Section 3)</p> <p>Bidder attests that it meets the following Minimum Qualifications:</p> <p>A. Bidder shall have an interpretation network that includes interpreters with the following interpretation certifications:</p> <ul style="list-style-type: none"> <input type="checkbox"/> American Translators Association (ATA) Certified Translator (CT) <input type="checkbox"/> Credentialed Interpreter (CI-Healthcare and Legal) <input type="checkbox"/> California State certified administrative hearing interpreter <input type="checkbox"/> Certified Healthcare Interpreter and/or Certified Medical Interpreter <p>B. Bidder can provide documentation that it has experience in providing interpretation services to the Limited English Proficient persons, specifically the threshold language Spanish.</p>	Pass/Fail
<p>3. REQUIRED DOCUMENTS (Exhibit A, Section 12)</p> <p>Bidder has uploaded the following required documents:</p>	Pass/Fail
A. Proof of Authority to Operate in State of California. Attached photocopies of federal and state tax identification numbers. Include a print out from the Secretary of State's website to document Proof of Authority to Operate in California.	Pass/Fail
B. Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.	Pass/Fail
C. Cost Proposal (see RFP Exhibit B)	Pass/Fail
D. Annual Audited Financial Statement (most recent)	Pass/Fail
E. Tax Return (most recent filed)	Pass/Fail
F. Cultural Competence Form (see RFP Exhibit C)	Pass/Fail
G. Certifications and Signature (see RFP Exhibit D)	Pass/Fail

Evaluation Step 2 – Proposal Review

EVALUATION CRITERIA	POSSIBLE POINTS
<p>4. EXECUTIVE SUMMARY (Exhibit A, Section 1) Bidder's Executive Summary for each category for which a proposal is submitted.</p> <ul style="list-style-type: none"> <input type="checkbox"/> In-Person Interpreting <input type="checkbox"/> Over the Phone Interpreting (OPI) <input type="checkbox"/> Video Remote Interpreting <input type="checkbox"/> Document Translation 	0 pts.
<p>5. GENERAL INFORMATION/BIDDER PROFILE (Exhibit A, Section 1, paragraphs a-g)</p>	0 pts.
<p>6. BIDDER EXPERIENCE (Exhibit A, Section 4)</p>	15 pts.
<p>A. Length of time the organization has been providing interpreting services. More points will be awarded to Bidders that have at least two (2) years of experience providing interpreting services.</p>	<i>(Weight: 3)</i>
<p>B. Description of the organization's experience providing each of the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> In-person interpreting, <input type="checkbox"/> Over the phone interpreting, <input type="checkbox"/> Video remote interpreting, and <input type="checkbox"/> Document translation. 	<i>(Weight: 3)</i>
<p>7. IN-PERSON INTERPRETER SERVICES (Exhibit A, Section 5)</p>	60 pts.
<p>A. Bidder's description of the organization's capacity to provide professional medical interpretation services for limited English proficient clients throughout the County of Santa Barbara.</p>	<i>(Weight: 3)</i>
<p>B. Bidder's ability to provide the following interpretation services:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Spanish<>English <input type="checkbox"/> Mixteco Alto<>English 	<i>(Weight: 3)</i>

EVALUATION CRITERIA	POSSIBLE POINTS
<ul style="list-style-type: none"> <input type="checkbox"/> Mixteco Bajo<> English <input type="checkbox"/> Other languages the organization can provide 	
<p>C. Description of Bidder’s years of experience in providing in person interpretation services.</p>	<i>(Weight 3)</i>
<p>D. Bidder’s description of how it will handle last-minute appointments and emergency requests.</p>	<i>(Weight 3)</i>
7. OVER THE PHONE INTERPRETING (OPI) (Exhibit A, Section 6)	60 pts.
<p>A. Description of Bidder’s capacity and process of providing interpretation services throughout the County of Santa Barbara.</p>	<i>(Weight: 3)</i>
<p>B. Bidder’s description of its years of experience in providing in person interpretation services.</p>	<i>(Weight: 3)</i>
<p>C. Description of how the organization will provide on-demand telephonic interpretation 24 hours a day /7 days a week /365 days a year.</p>	<i>(Weight: 3)</i>
<p>D. Description of how the organization will provide pre-scheduled telephonic interpretation.</p>	<i>(Weight: 3)</i>
8. VIDEO REMOTE INTERPRETING (Exhibit A, Section 7)	60 pts.
<p>A. Bidder’s description of its process of providing video remote interpretation services and the platform in which Bidder provides the interpretation services.</p>	<i>(Weight: 3)</i>
<p>B. Bidder’s description of its years of experience in providing video remote interpreting.</p>	<i>(Weight: 3)</i>
9. DOCUMENTATION TRANSLATION (Exhibit A, Section 7)	50 pts.
<p>A. Bidder’s description of its years of experience in translating behavioral health documents.</p>	<i>(Weight: 3)</i>
<p>B. Bidder’s process of ensuring the accuracy of the translation.</p>	<i>(Weight: 3)</i>

EVALUATION CRITERIA	POSSIBLE POINTS
C. Bidder’s description of its years of experience in providing document translation.	(Weight: 3)
10. Training Requirements (Exhibit A, Section 9)	15 pts.
A. Does Bidder currently provide cultural competency training?	(Weight: 3)
B. If yes to question above, Bidder’s description of the content of the cultural competency training.	(Weight: 3)
C. If not currently providing cultural competency training, Bidder’s description of how it will meet this requirement.	(Weight: 3)
11. Cost Proposal (Exhibit A, Section 10)	45 pts.
12. References (Exhibit A, Section 11)	15 pts.
A. References’ satisfaction with Bidder’s services.	(Weight: 3)
B. References confirmation that Bidder provided timely and effective services.	(Weight: 3)
TOTAL POINTS:	320
*ADDITIONAL POINTS, IF APPLICABLE:	
12. ORAL INTERVIEW/ PRESENTATION If Oral Interviews/Presentations are held, additional points will be available for the Bidders with the three highest scores. The Oral Interviews/Presentations will be scored, in accordance with separate instructions provided to the selected Bidders, and these points will be added to the preliminary scores in order to arrive at a final total score.	TBD
OVERALL TOTAL POINTS:	TBD

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **(CONTRACTOR)**, a California corporation, with an **address at**, wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. **(CONTACT)**, at phone number 805-281-8546 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
 Santa Barbara County
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor:

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

Contractor shall commence performance on **X/XX/2021** and end performance upon completion, but no later than **X/XX/2024** unless otherwise directed by County or unless earlier terminated.

Contractor Name FY xx-xx

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5. COMPENSATION OF CONTRACTOR

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security),

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unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with

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any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than ten (10) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

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16. NONDISCRIMINATION

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
- i. For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 - ii. For Nonappropriation of Funds.**
 - a.** The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - b.** As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is

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reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

c. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. Upon termination. Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not

AGREEMENT

affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement cancels, nullifies, and supersedes Purchase Order CN22314 between the parties. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has

AGREEMENT

violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. COMPLIANCE WITH HIPAA

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. BUSINESS ASSOCIATE AGREEMENT

The parties agree to the terms and conditions set forth in Attachment D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

35. COURT APPEARANCES

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

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36. MANDATORY DISCLOSURE

A. Prohibited Affiliations

- i. Contractor shall not knowingly have any prohibited types of relationships with the following:
 - a. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - b. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101 of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- ii. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
- iii. The relationships described in paragraph A of this section, are as follows:
 - a. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - b. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - c. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - d. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
 - e. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - f. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. Written Disclosures

- i. The Contractor shall provide to County written disclosure of any Prohibited Affiliations identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)
- ii. Business Transactions. (42 CFR 455.105).

AGREEMENT

- a. Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:
 - 1) The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - 2) Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- iii. Violations of Criminal Law. Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 CFR § 200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. 3321.)
- C. Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement.
 - i. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - ii. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
- D. Remedies.** County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor's failure to provide required disclosures.

37. PROCUREMENT OF RECOVERED MATERIALS

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

AGREEMENT

materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor shall promptly disclose, in writing, to the County office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that Contractor itself, a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

39. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Contractor shall comply with the requirements of 2 CFR Part 200 which are hereby incorporated by reference in this award.

THIS AGREEMENT INCLUDES:

I. EXHIBIT A- Statement of Work

II. EXHIBIT A- Mental health Plan (MHP) Subcontractor Terms

III. EXHIBIT B- Payment Arrangements

IV. EXHIBIT B-1- Schedule of Rates and Contract Maximum

V. EXHIBIT C- Indemnification and Insurance Requirements

VI. EXHIBIT D- Lobbying Certifications

VII. ATTACHMENT D: HIPAA Business Associate Agreement (BAA)

EXHIBIT A
STATEMENT OF WORK

1. PERFORMANCE. (Contractor) will provide sign language interpreter services, to the Department of Behavioral Wellness (County) clients as requested by County. Contractor shall:

- A. Have the background, training, work experience, accreditation, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by a practitioner of the same profession and in keeping with all pertinent Federal, State, and Santa Barbara County laws; and
- B. Warrant that said accreditation and licensing information furnished to County is complete and accurate, and agrees to notify County promptly of any changes in this information.

2. SERVICES.

A. Contractor will provide interpreting and translation services as requested by County.

Contractor will provide:

- i. On site Interpreting Services;** pre-scheduled for Spanish, all other languages, and American Sign Language.
- ii. Over the Phone Interpreting;** pre-scheduled and on demand for Spanish and all other languages.
- iii. Video Remote Interpreting;** pre-scheduled and on demand for Spanish. On demand for all other languages will be determined based on availability of translators for needed language. Pre-scheduled for American Sign Language.
- iv. Document Translation;** for Spanish and all other languages.

3. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all employees and subcontractors complete mandatory Health Insurance Portability and Accountability Act (HIPAA) training per County's "Mandatory Training" policy. Training must be completed annually. County shall facilitate such training through its online training portals.
- B. Contractor will ensure interpreters and translators are trained in Cultural and Linguistic Competency in accordance with the National Standards for Cultural & Linguistically Appropriate Service (CLAS) in a Healthcare setting. Training will be provided by County.
- C. Contractor will provide a minimum of four (4) cultural competency trainings to its staff. One of these trainings must include the County's "Interpreter Service in a Behavioral Health Setting" training. The remaining trainings that are available to the Contractor are listed below:

EXHIBIT A
STATEMENT OF WORK

1. Clinical Module IX Cultural Core Competency
2. Behavioral Health Interpreting: Trauma-Informed Approach
3. Specialized Interpreting: Domestic Violence and Sexual Assault
4. Specialized Interpreting: Addiction and Recovery
5. Preventing and Responding to Family Violence During COVID-19

D. Contractor shall also ensure that:

- i. All interpreters will be trained and/or credentialed in professional interpretation; and will provide verification upon request;
- ii. All interpreters maintain current mental health terminology and concepts. County shall facilitate such training through its online training portals.

EXHIBIT A – MHP

SUBCONTRACTOR TERMS

- 1. Adherence to Applicable Laws.** Contractor shall adhere to all applicable County, State, and Federal laws in the performance of this Agreement, including but not limited to the statutes and regulations set forth in the County Mental Health Plan (“MHP”) (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D to this Agreement. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the federal or state law or regulation and the conflicting contract provision shall no longer be in effect.
- 2. Reports.** Contractor agrees to submit reports as required by this Agreement or subsequently required by County and/or DHCS.
- 3. Termination.** In addition to Paragraph 19 Termination of the Agreement for Services, the County or the Department of Health Care Services (“DHCS”) may revoke, in full or in part: this Agreement, any subcontract made pursuant to this Agreement, and activities or obligations delegated by County to Contractor. Furthermore, the County or DHCS may apply other remedies permitted by state or federal law when the County or DHCS determines that the Contractor or its subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)
- 4. Nondiscrimination**
 - A. Federal Nondiscrimination Provisions**
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the

EXHIBIT A – MHP

SUBCONTRACTOR TERMS

affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- ii. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- iii. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal

EXHIBIT A – MHP

SUBCONTRACTOR TERMS

and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The Contractor will include the provisions of Paragraphs 4.A.i through 4.A.vii. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.
- B. State Non-Discrimination Provisions
- i. During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person or discriminate unlawfully against any employee, applicant for employment, or independent contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category ("Protected Category").
 - ii. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of a Protected Category.

EXHIBIT A – MHP

SUBCONTRACTOR TERMS

- iii. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- iv. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
- v. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)
- vi. Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

5. Monitoring for Compliance.

- A. County shall monitor Contractor's compliance with the provisions of this Agreement and the MHP and shall provide a corrective action plan if deficiencies are identified.
- B. When monitoring activities identify areas of non-compliance, the County or DHCS shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Cal. Code Reg., tit. 9, § 1810.380. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.

EXHIBIT A – MHP
SUBCONTRACTOR TERMS

6. Audit.

- A. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of Agreement, or determinations of amounts payable available at any time for inspection, examination or copying by DHCS, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).)
- B. The County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 38.230(c)(3)(iv).)
- C. The inspection shall occur at the Contractor's place of business, premises or physical facilities. Contractor shall keep books and records in a form maintained in accordance with the general standards applicable to such book or record keeping.
- D. This audit right will exist for 10 years from the close of the state fiscal year in which the Agreement was in effect or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)

7. Hold Harmless. Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.

8. Contractor shall comply with the Department of Behavioral Wellness' Policy # 3.004 on advance directives and the County's obligations for Physician Incentive Plans, as applicable.

9. Overpayments. Contractor shall promptly report to County all overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).) Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services. Contractor shall return any overpayments to County within 30 calendar days from when the overpayment was identified.

10. MHP Exhibit D(F). Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification of Exhibit D(F) of the MHP are hereby incorporated by reference into this Agreement.

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Rates)

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$ for FY 21-24.
2. Payment for Services. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1. Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
 - A. On site Interpreting assignment (job) is charged a 2-hour minimum with the time starting when the service provider(s) arrive at a job site. Subsequent hours are charged in 15-minute increments. Video Remote Interpreting is charged a 30-minute minimum. When a service provider(s) is released from an assignment earlier than scheduled, the Customer is charged for the full time scheduled. There is no minimum amount of time for Over the Phone Interpreting.
 - B. Travel-related expenses incurred by service provider(s) are additional to the hourly fees in the B-1. Reimbursable travel expenses may include mileage at \$0.575 (fifty-seven and a half cents) per mile*, travel time and parking fees.

*The mileage rate is based on the Internal Revenue Service's (IRS) standard mileage rate which is subject to change. Changes to the rate announced by the IRS are adopted by Contractor and effective as per IRS rules and an amendment to this Agreement is unnecessary.
 - C. When travel to an assignment by a service provider(s) exceeds 31 miles (one-way) from a point-of-departure, 'travel time' is charged at the corresponding hourly rate provided in the B-1.
 - * 31 – 60 miles one-way = 1 hour of travel time
 - * 61 – 100 miles one-way = 2 hours of travel time
 - * 101 – 250 miles one-way = 3 hours of travel time
 - D. If Contractor is required to appear in court under agreement term 35. Court Appearances, contractor's staff's standard hourly rates will apply.
3. Proper Invoice. Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - B. The invoice must show the Purchase Agreement number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.

EXHIBIT B
PAYMENT ARRANGEMENTS

C. Invoices shall be sent to:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org

4. Correction of Work. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1
SCHEDULE OF RATES

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS (SPECIFIC TO THIS CONTRACT)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this 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 and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy 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 or if not

EXHIBIT C

available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

EXHIBIT C

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

EXHIBIT D
Lobbying Certifications

Attachment 1

State of California

Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness
Contracts Division
Attn: Contracts Manager
429 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address

EXHIBIT D Lobbying Certifications

Attachment 2

Approved by OMB
0348-0046

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: Year _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier ____, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____</p>	
<p>6. Federal Department Agency _____</p>	<p>7. Federal Program Name/Description: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: _____</p>	
<p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> _____</p>	<p>b. Individuals Performing Services <i>(including address if different from 10a last name, first name, MI):</i> _____</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>	
	<p>Print Name: _____</p>	
	<p>Title: _____</p>	
	<p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

EXHIBIT D

Lobbying Certifications

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (a) Enter the full names of the Individual(s) performing services, and include full address if different from 10.
 - (b) Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

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

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160

ATTACHMENT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

and 164, Subparts A and E.

- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
 - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
- 2. Obligations of Business Associate**
- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to

ATTACHMENT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than five (5) business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record

ATTACHMENT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information

ATTACHMENT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
- n. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the

ATTACHMENT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.
- q. **Compliance with HIPAA Workforce Training.** As set forth in section 164.530 of 45 CFR Business Associate is expected to adhere to the Health Insurance Portability and Accountability Act (HIPAA) regulations to the extent necessary to comply with Covered Entity's legal obligations and to develop and maintain comprehensive consumer confidentiality policies and procedures, provide annual training of all affected staff regarding those policies and procedures including Security and Privacy safeguards, and demonstrate reasonable effort to secure written and/or electronic data to document the provision of such training and agrees to make available to the Covered Entity upon request. The parties should anticipate that this agreement will be modified as necessary for full compliance with HIPAA.

3. Termination

- a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH

ATTACHMENT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 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. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

5. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. Certification

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

7. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to

ATTACHMENT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

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. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation of Administrative Proceedings

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

9. 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 Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Agreement

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.

11. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge 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.

12. 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. The parties agree that 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.

EXHIBIT G
BIDDERS CONFERENCE NOTIFICATION

INTERPRETER SERVICES RFP

Bidder's Conference

February 5, 2021

2:00 P.M. (PST)

Via Zoom (see details below)

A Bidder's Conference to review the above-referenced RFP will be held on the date and time described above. Attendance is voluntary, but recommended. The agenda will include a review of the:

- Purpose and scope of the RFP;
- Evaluation process;
- RFP timeline; and
- Information about how to submit a proposal using **RFP 360**, an online procurement system.

There will also be an opportunity to ask questions. Any Questions and Answers from this Bidder's Conference will be posted on **RFP 360**.

Join Zoom Meeting:

Join Zoom Meeting

<https://sbcbswell.zoom.us/j/97526952893?pwd=OW90am9nUUsvZlJdwY1hMRWxPaFlYQT09>

Meeting ID: 975 2695 2893

Passcode: 399412

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 301 715 8592 US (Washington DC)