

**REQUEST FOR PROPOSALS
FOR
THE DEVELOPMENT OF A LONG-TERM STRUCTURED RESIDENTIAL PROGRAM**

The Counties of Cumberland, Perry, Franklin, and Fulton (hereafter referred to as “the Counties”) are accepting proposals from agencies prepared to offer treatment and rehabilitation services with a strong recovery orientation to adults with serious mental illness in a Long-Term Structured Residential (LTSR) setting.

The responding firms, if ultimately selected, will be deemed to be independent contractors and not employees of the Counties.

An original and nine (9) copies for a total of ten copies of the sealed proposal must be clearly labeled “Proposal for The Development of a Long-Term Structured Residential Program” and be submitted to the Cumberland and Perry Counties’ MH.IDD Office no later than **July 22, 2024, at 4:00 p.m. at:**

Cumberland and Perry Counties’ MH.IDD
1615 Ritner Highway
Carlisle, PA 17013

**REQUEST FOR PROPOSALS
FOR
THE DEVELOPMENT OF A LONG-TERM STRUCTURED RESIDENTIAL PROGRAM**

SECTION 1. BACKGROUND

1. General Background

This Request for Proposals solicits proposals from agencies prepared to offer treatment and rehabilitation services with a strong recovery orientation to adults with serious mental illness in a LTSR setting. This service is being developed and funded in cooperation with the Cumberland-Perry MH.IDD and Franklin/Fulton MH/IDD/EI Counties Programs through funds from the Department of Human Services. This RFP solicits proposals to develop one, 16-bed LTSR program. The development of this service is subject to the availability of funds allocated via the Department of Human Services' (DHS) Office of Mental Health and Substance Abuse Services (OMHSAS). This Request for Proposals (hereafter referred to as "RFP") contains the key questions and information requirements for respondents to address. Submissions must fully address all items. It is the intent of the RFP process to receive proposals prepared in accordance with this RFP and consistent with the scope of services required.

SECTION 2. REQUIREMENTS

2.1 General Requirements

- 2.1.1 All respondents are bound by the deadline and location requirements of this RFP.
- 2.1.2 Respondents electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The Counties are not liable for any costs incurred by the respondent in response to this RFP and the respondent, including all related parties, disclaims and voluntarily and knowingly waives all rights to reimbursement for any such costs.
- 2.1.3 Late proposals will not be considered.
- 2.1.4 The Counties reserve the right to reject any or all responses or any portion thereof and to select the response(s) which, in their sole discretion, they judge to be in the best interest of the Counties.
- 2.1.5 The Counties reserve the right to cancel or modify this RFP. There is no guarantee that the Counties will place the requested services under contract.
- 2.1.6 The Counties reserve the right to investigate the qualifications of any respondent under consideration and require confirmation of information furnished by a respondent or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 2.1.7 The Counties reserve the right to disclose information contained in proposals to the public, subject to confidentiality statutes.

- 2.1.8 All materials submitted with the response will become the property of the Cumberland-Perry MH/IDD and Franklin/Fulton MH/IDD/EI Counties Program Offices. No materials submitted will be returned to the respondent.
- 2.1.9 The Counties reserve the right to evaluate responses in terms of the best interests of the Counties, applying criteria provided in this RFP and any other criteria the Counties, in their sole discretion, deems pertinent.
- 2.1.10 The Counties reserve the right to accept other than the lowest cost proposal based upon the Counties' determination as to best value taking into consideration including, but not limited to, the comprehensiveness of services and licensed nursing home experiences, reliability, and cost. The award will not be predicated solely upon the cost and the Counties' reserve the right to choose that proposal which best meets their needs in their sole discretion.
- 2.1.11 Any contract that may result from this RFP is subject to the approval of the Cumberland, -Perry, Franklin Counties' Boards of Commissioners and their Solicitor and is effective only upon their approval.
- 2.1.12 All responses must remain valid for a minimum period of ninety (90) days after the response due date. Responses may not be modified or withdrawn by the respondent during this period except in accordance with this RFP and with written permission granted by the Counties.
- 2.1.13 Any response may be withdrawn in writing prior to the date and time set for receipt of responses.
- 2.1.14 The respondent must certify, in writing, that as of the date of its execution of its proposal, it has no tax liabilities or other Commonwealth or County obligations. The respondent's obligations pursuant to these provisions are ongoing from and after the effective date of the proposal through the termination date thereof. Accordingly, the respondent shall have an obligation to inform the Counties if, at any time during the term of the proposal, it becomes delinquent in the payment of taxes, or other Commonwealth or County obligations. The failure of the respondent to notify the Counties of its suspension or debarment by the Commonwealth, any other local, state, or the federal government shall constitute an event of default of the proposal with the Counties. The selected respondent will be the sole point of contact concerning all contractual matters for the duration of the contract term.
- 2.1.15 Cumberland, Perry and Franklin Counties' officials have adopted a uniform gift policy applicable to all County officials and employees. This policy prohibits any official or employee from receiving a gift of any monetary value from any source doing or seeking to do business with the County or attempting to influence the judgment of an official or employee. Further, no gifts may be made for or on behalf of the County or any of its offices or departments, unless first presented to the Board of Commissioners for decline or acceptance at a public meeting. Proposers are advised that any violation of this policy may result in employee discipline, including termination. By tendering this submission, the proposer agrees to abstain from offering or giving anything of monetary value to any County official, employee, or member of their immediate families.
- 2.1.16 Respondent shall indemnify and hold the Counties, their agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to, directly or indirectly, the work to be performed by respondent under any contract entered by the parties, resulting from any and all acts or omissions of respondent, his agents, employees and subcontractors.

- 2.1.17 The respondent must carry professional liability insurance (including subcontractors) in minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate annually. The respondent must carry separate comprehensive general liability insurance (including subcontractors) covering bodily injury, personal injury, and property damage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate annually.

2.2 **Information Provided by the Counties**

- 2.2.1 Respondents are solely responsible for conducting their own independent research, due diligence, or other work necessary for the preparation of responses, negotiation of contracts, and the subsequent purchase and/or delivery of services pursuant to any contract. The Counties take no responsibility for the completeness, or the accuracy of any information presented in the RFP or otherwise distributed or made available during this selection process or during the term of any subsequent contract.

2.3 **Questions and Addenda**

- 2.3.1 All questions regarding this RFP shall be directed to Annie Strite, MH.IDD Administrator/MH Director via email at alstrite@cumberlandcountypa.gov. Questions and responses will be posted to the Cumberland and Perry Counties' website and to the Franklin County website. All questions will be shared with Cumberland-Perry review team and the Franklin County review team for review and response. Additionally, respondents will have the opportunity to meet to discuss questions and responses prior to proposal submissions. This meeting will be conducted via Microsoft Teams.
- 2.3.2 If it becomes necessary to revise any part of this RFP, an amendment will be posted on the Cumberland County website at www.cumberlandcountypa.gov and the Franklin County website at www.franklincountypa.gov. In the event the County deems it appropriate to provide answers to respondents' questions, the answers will be posted on the same websites. It shall be the sole responsibility of respondents to check for any amendments to the RFP or answers that may be issued.

2.4 **Submittal of Responses**

- 2.4.1 Responses must be received by Cumberland and Perry Counties' MH.IDD Office by 4:00 p.m. prevailing time on **Monday, July 22, 2024**. Responses received after that time will not be accepted. The response shall be enclosed in a sealed package clearly labeled as "Proposal for The Development of a Long-Term Structured Residential Program". The original and nine (9) for a total of ten copies of the response including a flash drive with all the information shall be submitted. All responses shall be submitted by mail or hand delivered to:

Cumberland and Perry Counties' MH.IDD
1615 Ritner Highway
Carlisle, PA 17013

- 2.4.2 Responses **will not** be accepted by facsimile or email.
- 2.4.3 After opening of the responses, a respondent may not correct, modify, or withdraw the price or any other provision of its response in a manner prejudicial to the interests of the Counties or fair competition. The Counties may waive minor informalities or allow the respondent to correct them.

2.5 **Respondent's Responsibilities**

- 2.5.1 At the time of the opening of response, it will be presumed that each respondent has read and is thoroughly familiar with the scope of services to be performed under this RFP.
- 2.5.2 The respondent agrees that, if a contract is executed with the Counties the respondent shall make no claim against the Counties because of any estimate or statement made by any employees, agents, or consultants of the County which may prove to be erroneous in any respect.
- 2.5.3 BY THE SUBMISSION OF A PROPOSAL, EACH RESPONDENT ACCEPTS AND AGREES TO BE BOUND BY THE **CUMBERLAND PERRY MENTAL HEALTH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES OFFICE MASTER CONTRACT**. A copy of the document is included with this RFP and is marked as "EXHIBIT A". Under no circumstances will the Counties accept, agree to negotiate, or be bound by any modifications or revisions to the provisions of these documents.

2.6 **Basis of Procurement**

- 2.6.1 The Counties will select the respondent that, in their sole discretion, provided a complete response to the RFP.
- 2.6.2 This RFP and any contract(s) that may result shall be in accordance with all applicable federal, state, local laws, ordinances, and regulations of the United States Government and the Commonwealth of Pennsylvania.

2.7 **Anticipated Timetable of Events**

- 2.7.1 It is anticipated that the organization awarded the project will receive formal notification by August 8, 2024. Contract agreements will be executed in time for program development to commence on or before September 1, 2024, with anticipated service delivery to begin by September 30, 2025.
- 2.7.2 Applicants are advised of key dates for this program:

Task	Due Date
Distribution of RFP to providers	May 28, 2024
Technical Assistance questions due	June 14, 2024
Meeting with proposers to discuss questions	June 24, 2024
Provider proposals due	July 22, 2024
Selection committee review	July 23-31, 2024
Selection Recommendation to Chief Clerks & Boards of Commissioners	August 1, 2024
Provider selection notification	August 8, 2024
Contracts completed and signed	September 1, 2024
LTSR Program available to serve individuals	June 30, 2025

- 2.7.3 The County funds referenced in this proposal are allocated from the Department of Human Services (DHS), Office of Mental Health and Substance Abuse Services (OMHSAS) to Cumberland & Perry Counties' MH.IDD. Cumberland & Perry Counties will execute the contract with the successful applicant. Funding arrangements and agreements between the Counties' Mental Health Programs will be transparent to the applicant.
- 2.7.4 An agreement between the Counties' MH.IDD Programs and the successful respondent is anticipated from September 1, 2024, through June 30, 2025, for program start up, including construction/renovations, and hiring/onboarding staff. A second contract will be instituted from July 1, 2025, through June 30, 2026, using a fee for service payment structure. This is contingent on the review by Grantor, satisfactory negotiation of terms, and the availability of funds.

SECTION 3. SCOPE OF WORK

3.1 Scope of Work and Service

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the organization seeking to undertake the services in conformity with the requirements of this request for proposal. The substance of technical proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the organization and of the staff to be assigned to this endeavor. It should cite both the applicant's experience in delivering the proposed mode of service and its familiarity with the kinds of issues characteristically confronted by persons for whom the LTSR Program is intended. It should specify an approach that will meet the spirit and requirements embodied in the RFP.

The technical proposal should address all the points outlined in the request for proposal (excluding any cost information, which should only be included in the budget section of the request). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal. Information on the applicant's intended approach should address:

1. Proposed timeline toward the firm start-up date of June 30, 2025
 2. Plan and timeline for property search, site control and renovation.
 3. Proposed methods of staff recruitment and assignment
 4. Projected performance measures.
 5. Anticipated outcomes for enrolled individuals.
- 3.1.2 The respondent should submit, as part of the proposal, three letters of reference from contract sources. In addition, the proposal should include three letters of support from individuals, family members, advocates, or providers who have had relevant experience in working with the applicant organization.
- 3.1.3 The organization must state its intent to abide by DHS's nondiscrimination policy. This should be submitted as an appendix to the proposal. This policy will become part of the final grant agreement with the organization.

3.1.4 Any subcontracts contemplated by the organization, as well as pre-existing contracts that would relate to the LTSR Program, must be clearly identified in the proposal and must follow Cumberland County purchasing policies. These policies are located: [County of Cumberland, Pennsylvania Purchasing Policy \(cumberlandcountypa.gov\)](http://cumberlandcountypa.gov) Following the award and contract agreement, no additional subcontracts will be permitted without the express prior written consent of the Grantor.

3.1.5 The Counties' LTSR will be operated as a licensed facility in full compliance with regulation described in PA Code Title 55 Chapter 5320, and all Subchapters. Those regulations can be found at:

<https://www.pacode.com/secure/data/055/chapter5320/chap5320toc.html>

3.1.6 As referenced in the requirements, the program will be developed, staffed, and designed to serve adults with serious mental illnesses who need a highly structured environment and intensive treatment. It is anticipated that individuals served in the LTSR Program will be recently discharged from Danville State Hospital, Cumberland, Perry, and Franklin Counties' prisons, or from other forensic settings such as state forensic hospital or SCI. It is anticipated that individuals served in the LTSR have complicating conditions, including but not limited to concurrent or co-existing drug and alcohol disorders, past or current involvement with the criminal justice system, deemed not competent/not restorable by the state Office of Mental Health and Substance Abuse Services (OMHSAS), or physical health complications. Some LTSR service recipients will likely have a history of not voluntarily adhering to community based mental health treatment. The LTSR program will, therefore, be intended to serve individuals who may be admitted either voluntarily or on an involuntary civil court commitment status, as circumstances warrant. The LTSR program may be physically located in either Cumberland, Perry, Franklin, or Fulton County.

Philosophically and programmatically, the LTSR will work to successfully extend community tenure for its residents by working to create a culture of trust and support which will interrupt the cycle of repeated movement among prisons, psychiatric hospitals, and marginal community adaptations. The program will be developed with the identified outcome that individuals served will learn self-management of behavioral disturbances, and psychiatric symptom self – management. The milieu shall be designed to reduce the likelihood of recurrence of severe symptoms of mental illness that interfere with the individual's functioning to the extent that the person requires inpatient psychiatric treatment. Services will be delivered in a manner that promotes recovery by emphasizing the potential for each resident to achieve longer and increasingly successful spans of community living. It is expected that many of the people admitted will be supported in the environment in the LTSR for extended periods; however, services will be designed to promote skills development and recovery, so that individuals may move in time to less restrictive and more independent community living situations.

3.1.7 Applicants should propose a design for the LTSR intended to serve 16 individuals aged 18 and older. Individuals will have serious mental illnesses (principally with diagnoses of schizophrenia, bi-polar disorder, and other psychoses). It is anticipated that eligible individuals will be identified with one or more of these conditions:

- Severe symptoms of psychosis or thought disorders that do not respond easily to treatment with antipsychotic medications.
- Dually diagnosed status with disabilities of mental illness and substance abuse.
- Substantial past or current involvement with the criminal justice system that is in some way related to the cycle of illness.
- Some degree of resistance or poor response to community based mental health treatment.

3.2 **Service Components for the LTSR Program**

1. Mandatory service elements for incorporation in the LTSR Program in PA Code are identified via the link to the regulation.
2. It is anticipated that the program's service components will additionally describe how the daily structure will promote success and movement toward recovery and reintegration into community.
3. Applicants should propose a staffing pattern and budget that reflect the applicant's understanding and expertise in working with persons who are assessed as needing the LTSR level of care and who therefore require the intensity of treatment and structure afforded by the LTSR.
4. Applicants should provide detailed descriptions of how service linkages and communication will be maintained with other integral parts of the community system, including but not limited to the individual's case manager, crisis intervention, social rehabilitation providers, vocational providers, community inpatient psychiatric units, non-psychiatric medical practitioners, and family and other natural community support.
5. Applicants should describe how the LTSR program will have well-developed staff competencies for serving persons who have major mental illnesses, and support for individuals who may have a history of not adhering to community based mental health treatment.
6. Applicants shall describe how they will engage individuals assuming leadership roles in treatment planning that is consistent with Recovery values and principles and Community Support Principles (CSP).
7. Applicants should describe how they would provide behavioral interventions that address disruptive behaviors in compliance with OMHSAS Use of Seclusion and Restraint Bulletin # 02-01.
8. Applicants should demonstrate how personnel will be equipped with skills to define the antecedents to disruptive behavior to minimize the occurrence of such behavior and how to work with individuals when behavior is demonstrated.

9. Applicants shall describe how staff competencies will be demonstrated in interventions to treatment resistive individuals.
10. Applicants should describe physical site plans that project sensitivity to individual's needs for interior privacy as well as access to safe space for time outdoors.
11. Each applicant should demonstrate in their proposal ways in which individuals, their families and other members of natural networks will enjoy maximum participation in all levels of planning and service delivery.
12. Applicants should discuss how shared decision-making strategies will be utilized.
13. Applicants should discuss how trauma informed treatment will be integrated.
14. Applicants should discuss treatment modalities to best support individuals with paraphilia diagnoses.

3.3 Fund Distribution

- 3.3.1 This Request for Proposal is issued to any interested provider, licensed to provide LTSR s who responded to the Counties' request for the development of the LTSR Service.
- 3.3.2 LTSR Program Development applications will specifically identify:
 1. Program activities to be funded by the grantor.
 2. Two budgets are to be submitted. One for the start-up period and a second budget for operating costs that comprise the first 12 months of the program, outlining a per diem rate.
 3. Goals for the LTSR program; and description regarding how the LTSR Program's progress toward each goal is to be measured.

SECTION 4. PROPOSAL

4.1 General Format

- 4.1.1 The respondent proposals shall include, but not be limited to, the following items:
 1. Title Page - The title page must contain the subject of the Request for Proposal; the name of the responding organization; the name, address, telephone number and e-mail address for the contact person; and the date of the proposal.
 2. Table of Contents

3. Transmittal Letter - A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the organization believes itself to be qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for 90 days.
4. The Technical Proposal, containing core programmatic and qualifying information. (Applicant attention is directed to RFP sections entitled "Scope of Work")
5. Executed copies of Proposer Warranties, attached to this request for proposal as Appendices.
6. Two budgets including one indicating start-up costs and operation costs from September 1, 2024, to June 30, 2025, (program funded) and completed on the Cumberland and Perry Counties' Budget Request Form, and the other projecting costs for the program's first full year of operation July 1, 2025, to June 30, 2026, and completed on the Cumberland and Perry Counties' Budget Form. Each Budget form is identified by fiscal year.
7. Copies of the organization's independent fiscal audits for the past two years. **Note: Organizations that have submitted a proposal to the Cumberland and Perry Counties' MH.IDD or Franklin and Fulton Counties' MH/IDD/EI Programs in response to an RFP issued by the Counties' MH.IDD Programs on or after June 30, 2022, that included the fiscal audit information are not required to re-submit additional copies of their past two independent audits.**

SECTION 5. PROPOSAL EVALUATION

5.1 Evaluators

- 5.1.1 A Proposal review committee comprising stakeholders within the Counties' MH.IDD Programs who espouse the perspectives of individuals, family members, and professionals will conduct review of proposals. Through its work, the review committee will recommend a provider for consideration to the Cumberland-Perry Counties' and Franklin-Fulton Counties' Boards of Commissioners for final approval.

5.1.2 Evaluation Criteria:

1. Compliance with providing all requested information and demonstrated ability to meet all criteria as outlined.
2. Demonstrated ability to work as a team of professionals and with other organizations.
3. Fiscal solvency and stability.
4. Demonstrated in-depth understanding of the program model; practicality of the applicant's specific design for delivery of service; readiness to embrace the target population and capacity for the performance of duties and requirements outlined in LTSR regulations and in the RFP.
5. Demonstrated integration of Recovery Model principles, CSP, and Person-Centered Planning principles in the development and implementation of the service.

EXHIBIT A - LTSR

CUMBERLAND-PERRY MENTAL HEALTH, INTELLECTUAL AND DEVELOPMENTAL DISABILITIES OFFICE MASTER CONTRACT/LETTER OF AGREEMENT

This contract, referred to herein as "contract", dated this 1st day of May, 2024, between

The Counties of Cumberland and Perry (hereinafter collectively referred to as "Counties") on behalf of the Cumberland-Perry Mental Health, Intellectual and Developmental Disabilities Office (hereinafter referred to as "MH,IDD Office")

And

The Franklin County Commissioners on behalf of the Franklin/Fulton Mental Health/Intellectual and Developmental Disabilities/Early Intervention counties of Franklin and Fulton (hereinafter collectively referred to as "Counties")

And

SAMPLE INC (hereinafter referred to as "Contractor" or "Provider").

The Contractor is located at:

SAMPLE INC
1615 Ritner Hwy
Carlisle

PA 17013

This contract provides funding to support the following Mental Health Services:

Residential	\$0
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Total payment under the terms of this contract shall not exceed	\$0
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WITNESS:

The parties hereto, intending to be legally bound hereby, agree as follows:

1. Uniform Terms and Conditions

The parties incorporate herein all the terms and provisions of a document referred to as 'The Uniform Terms and Conditions Applicable to Cumberland-Perry Counties Mental Health, Intellectual and Developmental Disabilities Office Contracts—FY 2024-2025.' Contractor, upon execution of this contract acknowledges receipt of that document.

2. Terms of Contract

The parties incorporate herein all provisions of the Service and Budget Notification issued by the MH,IDD Office that identifies the allocations and unit rates by type of service that may be reimbursed under the terms of this contract. Contractor, upon execution of this contract acknowledges receipt of that document.

Any subsequent request for modifications to the allocation of funds among services or the unit rates authorized under the terms of this agreement must be submitted in writing and justified by the Contractor. For such modification of the allocation of funds among services or a change in unit rates to become effective, the Contractor must receive prior approval in writing from the MH.IDD Office. Any such modification that would result in an increase in the total amount of funding to be paid under the terms of this contract must first be approved through an amendment to the contract that is properly executed and signed by the Counties and the Contractor.

The contract shall be effective on the 1st day of July 2024 through and including the 30th day of June 2025, (which term is hereinafter referred to as the "fiscal year"). Either party may cancel this contract without cause upon at least a 90-day written notice to the other party.

3. Scope of Work

The parties incorporate herein all provisions of the Contractor's Program Summary (Appendix A) and Budget Summary (Appendix B) as approved by the MH.IDD Office (hereinafter referred to as the "Work"). Contractor will furnish all labor, materials, skills, supervision, services and other things necessary for the full performance of this contract/agreement and will complete the Work.

4. Payment for Services

Counties will pay for services rendered under this Contract, subject to the availability of funds (according to Section 509-5 of the Pennsylvania Mental Health and Intellectual Disability Act of 1966). In no event shall total payments to the Contractor exceed \$.

In consideration of the Work, Counties will reimburse the Contractor on a monthly basis provided Contractor has submitted in proper form and in a timely fashion all documentation necessary as a prerequisite to payment. This amount will be the maximum reimbursement available to the Contractor from the Counties during the term of this Contract. Counties shall make all attempts to obtain and maintain Federal reimbursement for services provided through the service system.

In the event an overpayment or underpayment is made by the Counties to Contractor resulting from any reason, including but not limited to: errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures; same shall be refunded to the Counties or paid by Counties, unless the parties hereto mutually agree to appropriate adjustments to payments by way of additions or deductions. In the event of underpayment proof of the same must be provided on or before August 15, 2025 to qualify for payment or adjustment.

In the event an increase or decrease occurs in any funding source to the MH.IDD Office said increase or decrease may be passed on to the Contractor in the same proportion that this service is funded by the funding stream.

5. Sole Agreement, Changes, Severability

This Contract is governed by Commonwealth of Pennsylvania law and contains conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or bind any of the parties hereto. Any changes, variations, modifications, or waivers

of provisions shall only be valid when reduced to writing, duly signed by all parties and attached to the original of this Contract. If any provision becomes invalid or must be revised as a result of changes in the laws or regulations, that provision may be severed from the Contract and the remainder of the Contract shall remain in effect.

6. Extension of Contract Time Period

The Counties and Contractor are on different fiscal years; and the Counties and Contractor desire to have a written contract covering the delivery of services pending execution of a new contract; the parties hereto agree that the fees for services set forth in their Contract shall remain in full force and effect until such time as a new contract is executed. Upon the execution and/or ratification of a new contract, the Contractor shall be reimbursed pursuant to the new contract.

7. Additional Contract Sections

Incorporated herein and made a part hereof are the following appendices:

Appendix A - Program Summary (Submitted by Contractor and version approved by Counties on file in MH.IDD Office, if applicable)

Appendix B - Budget Summary (Submitted by Contractor and version approved by Counties on file in MH.IDD Office, if applicable)

Appendix C - Special Terms and Conditions (Attached to this Agreement, if applicable)

Appendix D - HIPAA Business Associate Agreement (Attached to this Agreement)

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SIGNATURES

In Witness Whereof, the parties hereto set the hands of their officials and affix their respective seals.

ATTEST:

Stacy M. Snyder, Chief Clerk

Date of Approval by Cumberland
County: _____, 2024

ATTEST:

Shannon Hines, Chief Clerk

Date of Approval by Perry
County: _____, 2024

ATTEST:

Carrie E. Gray, Chief Clerk
County Administrator

Date of Approval by Franklin
County: _____, 2024

CUMBERLAND COUNTY:

Kelly K. Neiderer, Chairman

Jean M. Foschi, Vice-Chairman

Gary L. Eichelberger, Secretary

PERRY COUNTY:

R. Franklin Campbell, Chairman

Brenda L. Watson, Vice-Chairman

William G. Lyons, Secretary

FRANKLIN COUNTY:

Dean A. Horst, Chairman

John T. Flannery, Vice-Chairman

Robert G. Ziobrowski, Secretary

CONTRACTOR:

Officer/Director

Date

EXHIBIT A - HIPAA

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement supplements and is made a part of the agreement ("Agreement") by and between the Counties of Cumberland, Perry, and Franklin, as a Covered Entity ("CE") and SAMPLE INC, 1615 Ritner Hwy, Carlisle, PA 17013, as a Business Associate ("Associate") of CE and is effective as of date indicated herein.

RECITALS

A. WHEREAS, CE wishes to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. WHEREAS, Covered Entity and Business Associate intent to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information. If any conflict exists between the terms of the original Agreement and this Agreement, the terms of this Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. Definitions.

- a. "Business SAMPLE INC
- b. "Covered Entity": Counties of Cumberland, Perry, and Franklin.
- c. Individual: Person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.
- d. Breach:
The acquisition, access, use, or disclosure of protected health information (PHI) in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI. For purpose of this definition, "compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational, or other harm to the individual. A use or disclosure of PHI that does not include the identifiers listed at §164.514(e)(2), limited data set, date of birth, and zip code does not compromise the security or privacy of the PHI.

Breach excludes:

- A. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a Covered Entity (CE) or Business Associate (BA) if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

- B. Any inadvertent disclosure by a person who is authorized to access PHI at a CE or BA to another person authorized to access PHI at the same CE or BA, or organized health care arrangement in which the CE participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.
- C. A disclosure of PHI where a CE or BA has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- e. Protected Health Information (PHI):
Individually identifiable health information that is: transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium. PHI includes demographic information unless such information is de-identified according to the Privacy Rule. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.
- f. Electronic Protected Health Information (ePHI):
Protected health information, which is transmitted by Electronic Media (as defined in the HIPAA Privacy and Security Rule) or maintained in Electronic Media.
- g. Electronic Health Record:
An electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- h. Unsecured Protected Health Information:
Protected health information (PHI) that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5 on the HHS website.
- A. Electronic PHI has been encrypted as specified in the HIPAA Security rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools should be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The following encryption processes meet this standard.
 - i. Valid encryption processes for data at rest (i.e. data that resides in databases, file systems and other structured storage systems) are consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.
 - ii. Valid encryption processes for data in motion (i.e. data that is moving through a network, including wireless transmission) are those that comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are Federal Information Processing Standards FIPS 140-2 validated.

- B. The media on which the PHI is stored or recorded has been destroyed in the following ways:
 - i. Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.
 - ii. Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publications 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.
- 2. Prohibition on Unauthorized Use or Disclosure of PHI:

Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by the Agreement, or as required by law, or as otherwise authorized in writing by Covered Entity.
- 3. Use of PHI for Business Associate's Operations:

Business Associate may use and/or disclose PHI it creates for, or receives from, Covered Entity to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, only if:

 - A. The disclosure is required by law; or
 - B. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - i. hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as required by law; and
 - ii. notify Business Associate, who shall in turn promptly notify Covered Entity, of any occurrence which the person or organization becomes aware of in which the confidentiality of such PHI was breached.
- 4. Safeguarding of PHI:

Business Associate shall develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, created, received, maintained or transmitted on behalf of the Covered Entity. Business Associate shall document and keep these security measures current. Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.
- 5. Subcontractors and Agents:

If Business Associate provides any PHI which was received from, or created for, Covered Entity to a subcontractor or agent, then Business Associate shall require such subcontractor or agent to agree in writing to the same restrictions and conditions as are imposed on Business Associate by this Agreement.

6. Compliance with Electronic Transactions and Code Set Standards:

If Business Associate conducts any Standard Transaction for, or on behalf, of Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation.

7. Reporting of an Incident/Breach, Unauthorized Disclosures or Misuse of PHI (occurrence):

Business Associate shall report to Covered Entity including those occurrences reported to Business Associate by its subcontractors or agents, a discovery of breach or any use or disclosure of PHI which is not in compliance with the terms of this Agreement. An occurrence of PHI shall be treated as “discovered” as of the first day on which such occurrence is known to the business associate, or, by exercising reasonable diligence would have been known to the business associate.

- A. The Business Associate shall provide notice to the Covered Entity of the occurrence. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during such occurrence.
- B. Investigation of Occurrence. Within one business day of the discovery, the Business Associate shall notify the Covered Entity’s Privacy Officer. The Business Associate shall immediately conduct an investigation and report in writing within an acceptable timeframe the following information:
 - i. Each individual who’s PHI has been or is reasonably believed to have been accessed, acquired, or disclose during the occurrence.
 - ii. A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known.
 - iii. A description of the types of protected health information that were involved in the occurrence (such as full name, social security number, date of birth, home address, account number, etc.).
 - iv. A brief description of what the Business Associate is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences.
 - v. The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence, and
 - vi. A corrective action plan that includes the steps the Business Associate has taken or shall take to prevent future similar occurrences.

8. Mitigating Effect of an Incident/Breach, Unauthorized Disclosures or Misuse of PHI.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI, including complying with a reasonable Corrective Action Plan.

9. Tracking and Accounting of Disclosures:

So that Covered Entity may meet its accounting obligations under the Privacy Rule.

A. Disclosure Tracking.

For each disclosure of PHI that Business Associate makes to Covered Entity or to a third party that is not excepted under subsection (b) below, Business Associate will record (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which Business Associate makes to the same person or entity, including the Covered Entity, for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of disclosure information available to the Covered Entity within five (5) business days of the Covered Entity's request.

B. Exceptions from Disclosure Tracking.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI if:

- i. The disclosures are permitted under this Agreement, or are expressly authorized by Covered Entity in another writing; and,
- ii. The disclosures are for one of the following purposes:
 - a. Treatment, Payment, or Health Care Operations unless § 9.D., below, applies;
 - b. In response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative;
 - c. Made to persons involved in that individual's health care or payment for health care;
 - d. For notification for disaster relief purposes;
 - e. For national security or intelligence purposes
 - f. As part of a Limited Data Set or,
 - g. To law enforcement officials or correctional institutions regarding inmates.

C. Disclosure Tracking Time Periods.

Business Associate must have available for Covered Entity the disclosure information required by this section for the six-year period preceding Covered Entity's request for the disclosure information.

D. Business Associate shall, upon request by the Covered Entity, provide an accounting of the disclosures of an individual's PHI for any disclosure that meets all of the following conditions:

- i. The disclosure relates to treatment, payment or health care operations of the Covered Entity; and
- ii. The disclosure was made **through an Electronic Health Record.**

E. Business Associate only needs to provide information of such disclosures described in (D)(i) and (D)(ii), above, for the three years prior to the date on which the accounting is requested. Business Associate shall provide all information necessary for Covered Entity to provide an accounting that includes all information required by DHHS by rule, once such rules are available.

F. Effective Date. Business Associate must begin making the accounting required under § 9(D) of this Agreement depending upon when Covered Entity acquires an Electronic Health Record.

If the Covered Entity had an Electronic Health Record as of January 1, 2009, § 9(D) of this Agreement will apply to PHI disclosures made by the Covered Entity on or after January 1, 2014. If the Covered Entity does not have an Electronic Health Record as of January 1, 2009, § 9(D) of this Agreement will apply to PHI disclosures made by the Covered Entity after the later of:

- i. January 1, 2011; or
- ii. The date that the Covered Entity acquires an Electronic Health Record.

10. Accounting to Covered Entity and to Government Agencies.

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of, or created for, Covered Entity available to Covered Entity, or at the request of Covered Entity or the Secretary of the Department of Health and Human Services (HHS), to the Secretary of the Department of Health and Human Services (HHS) or his/her designee, in a time and manner designated by Covered Entity or the Secretary or his/her designee, for the purpose of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall promptly notify Covered Entity of communications with HHS regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to HHS under this provision.

11. Term and Termination:

- A. This Agreement shall take effect upon execution.
- B. In addition to the rights of the parties established by the underlying Agreement, if Covered Entity reasonably determines in good faith that Business Associate has materially breached any of its obligations under this Agreement, Covered Entity, in its sole discretion, shall have the right to:
 - i. exercise any of its rights to reports, access and inspection under this Agreement; and/or
 - ii. require Business Associate to submit to a plan of monitoring and reporting, as Covered Entity may determine necessary to maintain compliance with this Agreement; and/or
 - iii. provide Business Associate with a 30 day period to cure the breach; or
 - iv. terminate the Agreement immediately.

12. Return or Destruction of PHI:

Upon termination, cancellation, expiration, or other conclusion of the Agreement, Business Associate shall:

- A. Return to Covered Entity or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.
- B. If Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). HHS specifically excluded redaction as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.
- C. If Business Associate believes that the return or destruction of PHI or Health Information is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI and Health Information received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI, for so long as Business Associate maintains the PHI.

13. Indemnification.

Associate shall indemnify, hold harmless and defend the CE to this Agreement from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non fulfillment of any undertaking on the part of the party under this Agreement; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

14. Automatic Amendment:

Upon the effective date of any amendment to HIPAA, the Privacy Rule or the Security Rule promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.

15. Assistance in Litigation or Administrative Proceedings.

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

IN WITNESS WHEREOF, the parties hereto set the hands of their officials and affix their respective seals.

ATTEST:

Stacy M. Snyder, Chief Clerk

Date of Approval by Cumberland
County: _____, 2024

ATTEST:

Shannon Hines, Chief Clerk

Date of Approval by Perry
County: _____, 2024

ATTEST:

Carrie E. Gray, Chief Clerk
County Administrator

Date of Approval by Franklin
County: _____, 2024

CUMBERLAND COUNTY:

Kelly K. Neiderer, Chairman

Jean M. Foschi, Vice-Chairman

Gary L. Eichelberger, Secretary

PERRY COUNTY:

R. Franklin Campbell, Chairman

Brenda L. Watson, Vice-Chairman

William G. Lyons, Secretary

FRANKLIN COUNTY:

Dean A. Horst, Chairman

John T. Flannery, Vice-Chairman

Robert G. Ziobrowski, Secretary

CONTRACTOR:

Officer/Director

Date