

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR PROPOSAL NO. P-168

OUTREACH, TRAINING, TESTING, FAIR HOUSING

Due Date: 11/16/16, Time: 3:00 PM

**AMENDMENT NO. 1
DATED 11/4/16**

**AMBER BUTCHER, STAFF BUYER
PHONE: 410-887-3887
EMAIL: abutcher@baltimorecountymd.gov**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS
ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

Signature

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-168
OUTREACH, TRAINING, TESTING, FAIR HOUSING**

AMENDMENT NO. 1

The following questions and answers and clarifications are issued for this RFP.

1. Please see the attached Pre Proposal Conference sign in sheet.
2. Please see attached the Sample BAA for review.
3. See separate link for Appendix C available in excel.
4. See separate link for Budget Forms that may be required.
5. See MBE/WBE Forms at www.baltimorecountymd.gov/GO/MWBE
6. Replace Price Sheet with Revised Price Sheet.
7. On page 21 of the General Condition add Section 2.1.5.1

Section 3 clauses may apply

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantees/cfr8536#smBus
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

7. On page 23 revise General Condition Section 2.2.4 to read as:

2.2.4 The contractor will be expected to attend local and regional meetings pertaining to, relevant to or affecting the County, with the aim or promoting the County's fair housing initiative, as requested by the County. The contractor must attend any special meetings as deemed necessary by the County. The contractor must create and submit either a narrative written report summarizing each meeting, or such meeting's recorded minutes, if such minutes are distributed by the meeting's host.
8. On page 24, remove General Condition Section 2.4.2 in its entirety.
9. On page 24, remove General Condition Section 2.4.3 in its entirety.
10. On page 24, add to General Condition Section 2.4.4:

Testers must:
2.4.4.1 Be over the age of 18;
2.4.4.2 Have no affiliation with any organization engaged in the listing, renting, selling, or financing of real estate property;
2.4.4.3 Never have been terminated or asked to leave a position because of fraud or dishonesty and never have been convicted of a felony;
2.4.4.4 Attend at least 3 hours of tester training provided by the Contractor;
2.4.4.5 Achieve an evaluation of competence in a simulated practice test provided by the Contractor.
11. On page 25, revise General Condition Section 3.1.5.1 to read as:

- 3.1.5.1 Summary of experience, certifications and qualifications the Offeror and relevant staff has in the area of affirmatively furthering fair housing through outreach, education, training, discrimination testing, handling discrimination complaints and referrals;
12. On page 25, revise General Condition Section 3.1.5.2 to read as:
- 3.1.5.2 Detailed explanation of how the Fair Housing Outreach component, as described under the Scope of Services, will be met if the Offeror proposes to provide such services;
13. On page 26, remove General Condition Section 3.1.5.14 in its entirety.
14. On page 26, revise General Condition Section 3.1.5.18 to read as:
- 3.1.5.18 Provide at least three references of similar sized contracts serviced up to the past 5 years, including organization's name, contact person, and telephone number.
15. On page 27, revise General Condition Section 7.1.4 to read as:
- 7.1.4 MBE/WBE Participation (or Section 3 pending funding)
16. Award may be made to multiple vendors in any of the four functioning areas and in any of the four quadrants listed in Appendix B. An offeror must submit pricing for all lines in the functioning area for which they are submitting a proposal.

The following are questions as a result of the Pre-Proposal Conference held on Tuesday, November 1, 2016.

17. Question: General Condition 2.4.2 and 2.4.3, what is the definition for "certified Fair Housing Investigator".
- Answer: General Condition 2.4.2 and 2.4.3 has been removed in its entirety. See item no. 10 of this Amendment.
18. Question: Which agency is responsible for this proposal?
- Answer: Department of Planning.
19. Question: Are there reports from previous years?
- Answer: No.
20. Question: What is the value of this agreement?
- Answer: Unknown at this time, but spent approximately \$95,000 last year for similar services.
21. Question: What is the last day for questions for this proposal?
- Answer: The last day for questions is Thursday, November 10, 2016.
22. All other terms and conditions remain the same.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-168
OUTREACH, TRAINING, TESTING, FAIR HOUSING
Due Date: 11/16/16, Time: 3:00 P.M.**

REVISED PRICE SHEET PAGE 1 OF 2		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
	<u>OUTREACH</u>				
1	COMMODITY CODE: 952-90 Fair Housing Outreach, Presentation at workshop or community event	1	Hour	\$ _____	\$ _____
2	COMMODITY CODE: 952-90 Fair Housing Outreach, Conduct virtual event (per event price)	1	Each	\$ _____	\$ _____
3	COMMODITY CODE: 952-90 Fair Housing Outreach, Conduct physical event (per event price)	1	Each	\$ _____	\$ _____
4	COMMODITY CODE: 952-90 Fair Housing Outreach, Attend local meetings	1	Hour	\$ _____	\$ _____
5	COMMODITY CODE: 952-90 Fair Housing Outreach, Attend regional meetings	1	Hour	\$ _____	\$ _____
	<u>TRAINING</u>				
6	COMMODITY CODE: 952-90 Fair Housing Training, Preparation of training materials (per item)	1	Each	\$ _____	\$ _____
7	COMMODITY CODE: 952-90 Fair Housing Training, Conduct virtual training (per event price)	1	Each	\$ _____	\$ _____
8	COMMODITY CODE: 952-90 Fair Housing Training, Conduct physical training(per event price)	1	Each	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
 REQUEST FOR PROPOSAL NO. P-168
 OUTREACH, TRAINING, TESTING, FAIR HOUSING
 Due Date: 11/16/16, Time: 3:00 P.M.**

REVISED PRICE SHEET PAGE 2 OF 2		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
<u>TESTING</u>					
9	COMMODITY CODE: 952-90 Fair Housing Discrimination Testing Mortgage lending/sales test	1	Test	\$ _____	\$ _____
10	COMMODITY CODE: 952-90 Fair Housing Discrimination testing, Rental discrimination test	1	Test	\$ _____	\$ _____
11	COMMODITY CODE: 952-90 Fair Housing Discrimination testing, Attendance at deposition and/or hearing	1	Each	\$ _____	\$ _____
<u>COMPLAINT & REFERRAL</u>					
12	COMMODITY CODE: 952-90 Fair Housing Complaint & Referral, Complaint/referral investigation	1	Hour	\$ _____	\$ _____
13	COMMODITY CODE: 952-90 Fair Housing Complaint & Referral, File complaint with MCCR	1	Hour	\$ _____	\$ _____
14	COMMODITY CODE: 952-90 Fair Housing Complaint & Referral, File complaint with FHEO	1	Hour	\$ _____	\$ _____
<u>NOTE:</u> If awarded, additional Budget Forms may be required. REFER TO GENERAL CONDITION 2.1.5					

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____



OFFICE OF BUDGET AND FINANCE
PURCHASING DIVISION

ATTENDED PRE-PROPOSAL CONFERENCE

BID NO.: P-168
 TITLE: Outreach, Training, Testing - Fair Housing
 DATE OF PRE-BID: 11/1/14 @ 1:00pm

PRINTED NAME	CONTACT INFORMATION (i.e. Telephone #, e-mail address, cell phone #)	COMPANY NAME
Amber Butcher	abutcher@baltimorecountymd.gov	Balt Co Purch
Colleen Mahony	cmahony@baltimorecountymd.gov	Balt Co Planning
DAVID SKINNER	dskinner@baltimorecountymd.gov	BALT Co Planning
Carla Tucker	ctucker@baltimorecountymd.gov	Balt. Co. Purchasing
Gloria Huddleston	gshmcoid@aol.com 410-775-2010	(MCOI) Millennium Community Outreach - J-FAST-INC.
Gwenn Muse-Evans	g.museevans@gmeenterprises.net	GME Enterprises
Dongqita Felton	dongqita.felton@learningeverywhere.com	Sheila Lee & Associates, LLC - Learning Everywhere Exceptional
Tina Williams	xceptionaltraining@gmail.com	Training Solutions LLC
Rosner Strupe	rstrupe@bni-maryland.org	Baltimore Neighborhoods, Inc
Jo Anne Schneider	joanne@chrysaliscollaborations.com	Chrysalis Collaborations
Dr. Drena Valentin	301-960-3726 dvalentin@integrativemgmtsolutions.com	Integrative Management Solutions LLC

BUSINESS ASSOCIATE AGREEMENT

BETWEEN

BALTIMORE COUNTY, MARYLAND,

AND

AWARDED VENDOR'S NAME

This **Business Associate Agreement** (the "Agreement"), effective as of this _____ day of _____, 20__ is by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic (the "County") on behalf of the Baltimore County [DEPARTMENT OR AGENCY] (known jointly and severally as "Covered Entity"), and [AWARDED VENDER], ("Business Associate") and supplements and is made a part of the Agreement ("Underlying Agreement") entered into as of _____ day of _____, 20__ by and between Covered Entity and Business Associate.

RECITALS

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in the Underlying Agreement pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 C.F.R. Parts 160 and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5); and

WHEREAS, execution of this Agreement is not an admission that a business association relationship exists between the Covered Entity and Business Associate as defined in HIPAA.

WHEREAS, the nature of the arrangements memorialized in the Underlying Agreement may require Business Associate to access, use, exchange, and disclose certain electronic patient information maintained by the Covered Entity which may include the following: (i) Protected Health Information ("Information") as that term is defined under HIPAA, including all pertinent regulations, codified at 45 C.F.R. Parts 160 and 164, as amended by HITECH, and as may be further amended in the future; (ii) Personal Information ("PI") as that term is defined under the Maryland Personal Information Protection Act ("PIPA") (Md. Ann. Code, Commercial Law, §14-3501 *et seq.*); or (iii) medical record information protected by the Maryland Confidentiality of Medical Records Act ("Maryland Medical Records Law") (Md. Ann. Code, Health General §§ 4-301 *et seq.*) (the information described in items (i) through (iii) is hereinafter collectively and individually referred to as "Protected Health Information", and the HIPAA, HITECH, PIPA, and Maryland Medical Records Law are hereinafter collectively referred to as "Confidentiality Laws");

WHEREAS, in consideration of the covenants herein, the Covered Entity and Business Associate desire to enter into this Agreement for the purpose of ensuring compliance with the Confidentiality Laws;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Covered Entity and Business Associate agree as follows:

DEFINITIONS

Terms used but otherwise not defined in this Agreement shall have the same meaning ascribed to those terms in HIPAA, HITECH, and any current and future regulations promulgated under HIPAA or HITECH.

A. **“Breach”** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the “HIPAA Privacy Regulations”) which compromises the security or privacy of the Information. “Breach” shall not include:

i. Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, 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 HIPAA Privacy Regulations; or

ii. Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the Protected Health Information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or

iii. A disclosure of Protected Health Information where Covered Entity or Business Associate 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.

B. **“Designated Record Set”** means a group of records maintained by or for a Covered Entity that is (a) the medical and billing records about Individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) Protected Health Information used in whole or in part by or for the Covered Entity to make decisions about Individuals.

C. **“Electronic Protected Health Information”** or **“Electronic PHI”** means Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

D. **“Individual”** shall have the meaning as the term “individual” in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

E. **“Individually Identifiable Information”** means information that is a subset of health information, including demographic information collected from an individual, and:

i. is created or received by a health care provider, health plan, employer or health clearing house; and

ii. relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and:

(a) that identifies the individual; or

(b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

F. **“HIPAA Privacy Regulations”** shall mean the Standards for Security of Individual Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.

G. **“HIPAA Security Regulations”** shall mean the Standards for Security of Individual Identifiable Health Information at 45 C.F.R. Parts 160, and Subparts A and C of Part 164.

H. **“HITECH Standards”** means the privacy, security, and security Breach notification provisions applicable to a Business Associate under Subtitle D of HITECH and any regulations promulgated thereafter.

I. **“Protected Health Information”** or **“PHI”** shall have the same as the term “protected health information” in 45 C.F.R. §160.103 (as amended by HITECH), limited to the information created or received by Business Associate from or on behalf of Covered Entity including, but not limited to Electronic PHI.

J. **“Required By Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. §160.501.

K. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his/her designee.

L. **“Unsecured Protected Health Information”** shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in regulations or as otherwise defined in Section 13402(h) of HITECH.

1. **Limited Use or Disclosure of Information.** Except as otherwise limited in this Agreement, Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law. Business Associate may:

- i. use and disclose Protected Health Information to perform the services agreed to by the Covered Entity and Business Associate; or
- ii. use or disclose Protected Health Information for the proper management and administration of Business Associate or in accordance with its legal responsibilities; or
- iii. use Protected Health Information to provide data aggregation services relating to health care operations of Covered Entity; or
- iv. use or disclose Protected Health Information to report violations of law to law enforcement; or
- v. use Protected Health Information to create de-identified Protected Health Information consistent with the standards set forth at 45 C.F.R. §164.514.

2. **Safeguards.** Business Associate agrees to use and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

3. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this Agreement.

4. **Agents and/or Subcontractors.** Business Associate agrees to require any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, to agree to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information.

5. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall promptly notify Covered Entity of a Breach of Unsecured Protected Health Information following the first day on which Business Associate, or Business Associate's employee, office and/or agent knows or should have known of such Breach. Business Associate's notification hereunder shall:

- i. notify the designated Privacy Officer of the Covered Entity;
- ii. notify the Covered Entity no more than thirty (30) days following discovery of a Breach, except where a law enforcement official determines that notification would impede a criminal investigation or cause damage to national security;
- iii. be substantially in the same form as **Exhibit A** attached hereto.

6. **Notice to Covered Entity.** Any notice required under this Agreement to be given to Covered Entity shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify in writing to the other party:

Baltimore County HIPAA Privacy Officer
c/o Baltimore County Department of Health
6401 York Road, 3rd Floor
Baltimore, MD 21212

7. **Access.** Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.

8. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees, upon request of Covered Entity or an Individual.

9. **Disclosure of Practices, Books and Records.** Business Associate agrees to make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time and manner designated by the Covered Entity or Secretary, for the purposes of the Secretary in determining the Parties compliance with HIPAA, the HITECH Act and corresponding regulations.

10. **Accounting.** Business Associate agrees to provide to Covered Entity an accounting of Protected Health Information disclosures made by Business Associate, including disclosures made for treatment, payment and health care operations. The accounting shall be made within a reasonable amount of time upon receipt of a request from Covered Entity.

11. **Minimum Necessary.** To limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. §164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

12. **Permitted Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain

confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

13. **Prohibited Uses and Disclosures.** Business Associate shall not sell Protected Health Information or use or disclose Protected Health Information for marketing or fund raising purposes as set forth in HITECH.

14. **Term.** The Term of this Agreement shall be effective as of the date of the Underlying Agreement is effective, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the provisions of this Section II.

15. **Termination for Breach.** The Covered Entity may terminate the Underlying Agreement and/or this Agreement if the Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternately, the Covered Entity may choose to provide Business Associate with notice of the existence of an alleged material breach and afford Business Associate an opportunity to cure the alleged material breach. In the event Business Associate fails to cure the breach to the satisfaction of the Covered Entity, the Covered Entity may immediately thereafter terminate the Underlying Agreement and/or this Agreement.

16. **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

17. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA or HITECH, as they may be amended, and any other applicable regulations in regard to such laws.

18. **Remedies In Event of Breach.** Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation. Furthermore, in the event of a Breach by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section III shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

19. **Interpretation**. Should there be any conflict between the language of this Agreement and any other Agreement entered into between the Covered Entity and Business Associate (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Covered Entity and Business Associate specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the latter written agreement shall control over this Agreement.

20. **Compliance With State Law**. The Business Associate acknowledges that by accepting the Protected Health Information from Covered Entity, it becomes a holder of medical records information under the Maryland Medical Records Law and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the Maryland Medical Records Law conflict regarding the degree of protection provided for Protected Health Information, Business Associate shall comply with the more restrictive protection requirement.

21. **Survival**. The obligations of Business Associate of this Agreement shall survive any termination of the Underlying Agreement.

22. **Third-Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

23. **Entire Agreement**. This Agreement constitutes the entire agreement between the Covered Entity and Business Associate. This Agreement supercedes all prior and contemporaneous business associate agreements or amendments.

24. **Ambiguity**. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HITECH, HIPAA, and the Privacy and Security Rules and other implementing regulations and guidance.

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

26. **Severability**. If any of the provisions of this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, it is the intent of the parties that Provider has signed this Agreement under seal and further, that the parties have executed this Agreement the day and year first written above.

WITNESS: **[AWARDED VENDOR'S COMPANY NAME]**

By: _____ (SEAL)

Name: []

Title: []

WITNESS: **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic

By: _____ Date

Fred Homan
Administrative Officer

APPROVED FOR FORM AND LEGAL SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Form and Legal Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

REVIEWED AND RECOMMENDED:

Name: [Director's Name]

Title: []

EXHIBIT A

**NOTIFICATION TO THE
BALTIMORE COUNTY DEPARTMENT OF HEALTH ABOUT A
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Paragraph 5(iii) of the Business Associate Agreement between:

- The Baltimore County Department of Health (BCDH), and
- _____ (Business Associate).

Business Associate hereby notifies BCDH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

RFP BUDGET REQUEST

Check each box for which RFP Components are included in this budget

- | | |
|--|---|
| <input type="checkbox"/> Fair Housing Outreach | <input type="checkbox"/> Fair Housing Training |
| <input type="checkbox"/> Fair Housing Discrimination Testing | <input type="checkbox"/> Fair Housing Complaint & Referrals |

PROJECT TITLE: _____

Organization: _____

Federal Employer ID#: _____ Budget Period: Jan 2017 – June 2018

Street Address: _____ Preparer's Email: _____

City, State, Zip: _____

Phone #: _____ Fax #: _____

Contact Person: _____ Date of Preparation: _____

BUDGET CATEGORY	RFP REQUEST
Salaries	
Fringe	
Consultants	
Contractual Services - Professional	
Contractual Services - Service Contracts	
Equipment	
Equipment Rental	
Supplies – Program	
Supplies – Office	
Travel – Mileage	
Travel – Conferences	
Training	
Rent	
Utilities	
Communications/Telephone	
Photocopying	
Postage	
Printing	
Insurance	
Transportation/Shelter/Food/Services	
Vehicle Lease	
Other (Itemize on attached page)	
TOTAL	
***** For administrative purposes *****	
Per Component Cost for Outreach	
Per Component Cost for Training	
Per Component Cost for Testing	
Per Component Cost for Complaints & Referrals	

RFP - SCHEDULE OF EQUIPMENT COSTS

	AMOUNT REQUESTED
TOTAL OF MISCELLANEOUS EQUIPMENT COSTING UNDER \$500 EACH	
LIST BELOW EACH PIECE OF EQUIPMENT COSTING \$500 OR MORE	