

1 CONTRACT FOR PROVISION OF
 2 MEDICAL TRANSPORTATION SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 EASTWESTPROTO, INC.
 7 JULY 1, 2024 THROUGH JUNE 30, 2027

8
 9 THIS CONTRACT entered into this 1st day of July 2024, is by and between the COUNTY OF
 10 ORANGE, a political subdivision of State of California (COUNTY), and EASTWESTPROTO, INC., a
 11 [California], (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein
 12 individually as “Party” or collectively as “Parties.” This Contract shall be administered by the County of
 13 Orange Health Care Agency (ADMINISTRATOR).

14
 15 WITNESSETH:

16
 17 WHEREAS, COUNTY wishes to contract with CONTRACTOR with availability of prompt Medical
 18 Transportation Services for Persons for whom COUNTY has statutory obligations to provide medical
 19 care, and for other Persons whose transport by ambulance or van will assist COUNTY’s employees in
 20 carrying out their duties; and

21 WHEREAS, CONTRACTOR is licensed to operate a Medical Transportation Service within all or
 22 some portion of the County of Orange, the County of Riverside, the County of San Bernardino, the County
 23 of San Diego, and the County of Los Angeles and desires to provide the medical transportation service to
 24 COUNTY upon the terms and conditions set forth in this Contract;

25 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 26 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2024 through June 30, 2027

Period One means the period from July 1, 2024 through June 30, 2025

Period Two means the period from July 1, 2025 through June 30, 2026

Period Three means the period from July 1, 2026 through June 30, 2027

Aggregate Amount Not to Exceed: \$900,000

Basis for Reimbursement: Fee for Service

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: GEU1Z8D2NSH5

CONTRACTOR TAX ID Number: 95-4485528

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701

CONTRACTOR: Eastwestproto, Inc. dba Lifeline Ambulance
6605 E. Washington Blvd.
Commerce, CA 90040
Max Gorin, Co-Founder

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

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2		The following standard definitions are for reference purposes only and may or may not apply in their
3		entirety throughout this Contract:
4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. CHS	Correctional Health Services
12	I. COI	Certificate of Insurance
13	J. D/MC	Drug/Medi-Cal
14	K. DHCS	Department of Health Care Services
15	L. DPFS	Drug Program Fiscal Systems
16	M. DRS	Designated Record Set
17	N. EOC	Equal Opportunity Clause
18	O. FFS	Fee For Service
19	P. GAAP	Generally Accepted Accounting Principles
20	Q. HCA	Health Care Agency
21	R. HHS	Health and Human Services
22	S. HIPAA	Health Insurance Portability and Accountability Act
23	T. HITECH	Health Information Technology for Economic and Clinical Health Act,
24		Public Law 111-005
25	U. HSC	California Health and Safety Code
26	V. MHP	Mental Health Plan
27	W. MSN	Medical Safety Net
28	X. OCJS	Orange County Jail System
29	Y. OCPD	Orange County Probation Department
30	Z. OCR	Office for Civil Rights
31	AA. OIG	Office of Inspector General
32	AB. OMB	Office of Management and Budget
33	AC. OPM	Federal Office of Personnel Management
34	AD. PA DSS	Payment Application Data Security Standard
35	AE. PC	State of California Penal Code
36	AF. PCI DSS	Payment Card Industry Data Security Standard
37	AG. PHI	Protected Health Information

- 1 AH. PII Personally Identifiable Information
- 2 AI. PRA Public Record Act
- 3 AJ. SIR Self-Insured Retention
- 4 AK. USC United States Code
- 5 AL. WIC State of California Welfare and Institutions Code

6
7 **II. ALTERATION OF TERMS**

8 A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein, fully
9 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
10 matter of this Contract.

11 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this
12 Contract or Exhibits A, B, and C whether written or verbal, made by the parties, their officers, employees
13 or agents shall be valid unless made in the form of a written amendment to this Contract, which has been
14 formally approved and executed by both parties.

15
16 **III. AMOUNT NOT TO EXCEED**

17 A. The total Amount Not to Exceed of COUNTY for services provided in accordance with this
18 Contract are as specified in the Referenced Contract Provisions of this Contract.

19
20 **IV ASSIGNMENT OF DEBTS**

21 Unless this Contract is followed without interruption by another contract between the parties hereto
22 for the same services and substantially the same scope, at the termination of this Contract,
23 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons
24 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of
25 these persons, specifying the date of assignment, the County of Orange as assignee, and the address to
26 which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons,
27 shall be immediately given to COUNTY.

28
29 **V. COMPLIANCE**

30 A. COMPLIANCE PROGRAM – ADMINISTRATOR has established a Compliance Program for
31 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
32 programs.

33 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
34 procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to
35 General Compliance and Annual Provider Trainings.

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1 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
2 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
3 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
4 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements
5 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.

6 These elements include:

- 7 a. Designation of a Compliance Officer and/or compliance staff.
- 8 b. Written standards, policies and/or procedures.
- 9 c. Compliance related training and/or education program and proof of completion.
- 10 d. Communication methods for reporting concerns to the Compliance Officer.
- 11 e. Methodology for conducting internal monitoring and auditing.
- 12 f. Methodology for detecting and correcting offenses.
- 13 g. Methodology/Procedure for enforcing disciplinary standards.

14 3. If CONTRACTOR does not provide proof of its own Compliance Program to
15 ADMINISTRATOR, CONTRACTOR shall acknowledge ADMINISTRATOR's Compliance Program
16 and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar
17 days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply
18 with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as
19 many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance
20 training to ensure proper compliance..

21 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
22 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
23 shall submit a copy of its Compliance Program, Code of Conduct and all relevant policies and procedures
24 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
25 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable
26 time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed
27 Compliance Program and Code of Conduct contain all required elements to ADMINISTRATOR's
28 satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.
29 ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
30 CONTRACTOR shall revise its Compliance Program and Code of Conduct to meet
31 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
32 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

33 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that
34 CONTRACTOR's Compliance Program, Code of Conduct and any Compliance related policies and
35 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
36 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,
37 related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

1 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
2 retained to provide services related to this Contract semi-annually to ensure that they are not designated
3 as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General
4 Services Administration’s Excluded Parties List System or System for Award Management, the Health
5 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California
6 Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration’s Death Master File,
7 and/or any other list or system as identified by ADMINISTRATOR.

8 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
9 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
10 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
11 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
12 ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or
13 CONTRACTOR’s own Compliance Program, Code of Conduct and related policies and procedures if
14 CONTRACTOR has elected to use its own).

15 2. An Ineligible Person shall be any individual or entity who:
16 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal
17 and state health care programs; or
18 b. has been convicted of a criminal offense related to the provision of health care items or
19 services and has not been reinstated in the federal and state health care programs after a period of
20 exclusion, suspension, debarment, or ineligibility.

21 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
22 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
23 Contract.

24 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
25 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
26 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
27 of California health programs and have not been excluded or debarred from participation in any federal
28 or state health care programs, and to further represent to CONTRACTOR that they do not have any
29 Ineligible Person in their employ or under contract.

30 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
31 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
32 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services
33 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

34 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
35 and state funded health care services by contract with COUNTY in the event that they are currently
36 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
37 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Contract.

3 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
4 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
5 Such individual or entity shall be immediately removed from participating in any activity associated with
6 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
7 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly
8 return any overpayments within forty-five (45) business days after the overpayment is verified by
9 ADMINISTRATOR.

10 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance
11 Training available to Covered Individuals.

12 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s
13 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
14 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
15 representative to complete the General Compliance Training when offered.

16 2. Such training will be made available to Covered Individuals within thirty (30) calendar days
17 of employment or engagement.

18 3. Such training will be made available to each Covered Individual annually.

19 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
20 copies of training certification upon request.

21 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
22 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
23 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
24 CONTRACTOR shall provide copies of the certifications.

25 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider
26 Training, where appropriate, available to Covered Individuals.

27 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
28 Individuals relative to this Contract. This includes compliance with federal and state healthcare program
29 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the
30 Centers for Medicare and Medicaid Services or their agents.

31 2. Such training will be made available to Covered Individuals within thirty (30) calendar days
32 of employment or engagement.

33 3. Such training will be made available to each Covered Individual annually.

34 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
35 provide copies of the certifications upon request.

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1 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
2 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group
3 setting while CONTRACTOR shall retain the certifications. Upon written request by
4 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

5 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

6 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
7 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
8 and are consistent with federal, state and county laws and regulations. This includes compliance with
9 federal and state health care program regulations and procedures or instructions otherwise communicated
10 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

11 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for
12 payment or reimbursement of any kind.

13 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
14 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
15 accurately describes the services provided and must ensure compliance with all billing and documentation
16 requirements.

17 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
18 coding of claims and billing, if and when, any such problems or errors are identified.

19 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
20 days after the overpayment is verified by ADMINISTRATOR.

21 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
22 participate in the quality improvement activities developed in the implementation of the Quality
23 Management Program.

24 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
25 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
26 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
27 §1810.410.subds.(c)-(d)).

28 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
29 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
30 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
31 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
32 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such
33 default.

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37 **VI. CONFIDENTIALITY**

1 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio
2 and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,
3 as they now exist or may hereafter be amended or changed.

4 B. Prior to providing any services pursuant to this Contract, all members of CONTRACTORS's
5 governing body or its designee or authorized agent, employees, consultants, subcontractors, volunteers
6 and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
7 confidentiality of any and all information and records which may be obtained in the course of providing
8 such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or
9 terminations of CONTRACTOR members of CONTRACTORS's governing body or its designee or
10 authorized agent, employees, consultants, subcontractors, volunteers and interns.

11 **VII. CONFLICT OF INTEREST**

12 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that
13 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall
14 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods
15 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to
16 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or
17 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence
18 or appear to influence COUNTY staff or elected officers in the performance of their duties.

19 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

20
21 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
22 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
23 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
24 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
25 Any attempted assignment or delegation in derogation of this paragraph shall be void.

26 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
27 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
28 new owners shall be required under the terms of sale or other instruments of transfer to assume
29 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction
30 of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
31 the prior written consent of COUNTY.

32
33 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
34 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
35 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
36 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
37

1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
4 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
5 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
6 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
7 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
8 delegation in derogation of this subparagraph shall be void.

9 3. If CONTRACTOR is a governmental organization, any change to another structure,
10 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
11 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
12 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
13 subparagraph shall be void.

14 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
15 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
16 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
17 the effective date of the assignment.

18 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
19 CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR
20 when there is change of less than fifty percent (50%) of Board of Directors or any governing body of
21 CONTRACTOR at one time.

22 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
23 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
24 COUNTY for the provision of services under the Contract.

25 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means
26 of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the
27 requirements of this Contract as they relate to the service or activity under subcontract, include any
28 provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR
29 prior to the beginning of service delivery.

30 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
31 subcontractor upon five (5) calendar days; written notice to CONTRACTOR if the subcontractor
32 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
33 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

34 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
35 pursuant to this Contract.

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1 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts
2 claimed for subcontracts not approved in accordance with this paragraph.

3 4. This provision shall not be applicable to service contracts usually and customarily entered
4 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
5 provided by consultants.

6 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
7 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
8 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,
9 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as
10 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to
11 or during the period of Contract performance. While CONTRACTOR must provide this information
12 without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of
13 interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in
14 these areas whenever requested by COUNTY.

15 16 **IX. DISPUTE RESOLUTION**

17 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
18 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
19 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
20 the attention of the COUNTY Purchasing Agent by way of the following process:

21 1. CONTRACTOR shall submit to the COUNTY Purchasing Agent a written demand for a final
22 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving
23 this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

24 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
25 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
26 a written statement signed by an authorized representative indicating that the demand is made in good
27 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects
28 the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

29 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
30 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
31 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
32 diligently shall be considered a material breach of this Contract.

33 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall
34 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision
35 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
36 decision adverse to CONTRACTOR's contentions.

37

1 D. This Contract has been negotiated and executed in the State of California and shall be governed
 2 by and construed under the laws of the State of California. In the event of any legal action to enforce or
 3 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
 4 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such
 5 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree
 6 to waive any and all rights to request that an action be transferred for adjudication to another county.

7 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

8 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 9 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 10 consultants performing work under this Contract meet the citizenship or alien status requirements set forth
 11 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and
 12 consultants performing work hereunder, all verification and other documentation of employment
 13 eligibility status required by federal or state statutes and regulations including, but not limited to, the
 14 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they
 15 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
 16 employees, subcontractors, and consultants for the period prescribed by the law.

17
 18 **XI. FACILITIES, PAYMENTS AND SERVICES**

19 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
 20 this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
 21 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
 22 minimum number and type of staff which meet applicable federal and state requirements, and which are
 23 necessary for the provision of the services hereunder.

24
 25 **XII. INDEMNIFICATION AND INSURANCE**

26 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 27 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 28 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board
 29 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
 30 including but not limited to personal injury or property damage, arising from or related to the services,
 31 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
 32 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 33 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 34 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
 35 a jury apportionment.

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1 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
2 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
3 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
4 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on
5 deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors performing
6 work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same
7 terms and conditions as set forth herein for CONTRACTOR.

8 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
9 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
10 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
11 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
12 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
13 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
14 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
15 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
16 representative(s) at any reasonable time.

17 D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance (COI).
18 Any SIRs in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by
19 COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial
20 reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR shall indemnify
21 COUNTY for any and all claims resulting or arising from CONTRACTOR'S services in accordance with
22 the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR,
23 in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of
24 the following.

25 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability,
26 claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's
27 performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with
28 counsel approved by Board of Supervisors against same; and

29 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
30 duty to indemnify or hold harmless; and

31 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
32 which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted
33 as though CONTRACTOR was an insurer and COUNTY was the insured.

34 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
35 Contract, COUNTY may terminate this Contract.

36 F. QUALIFIED INSURER

37 //

1 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-
 2 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition
 3 of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

4 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 5 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims – made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

24 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies
 25 when required must provide Follow Form coverage.

27 H. REQUIRED COVERAGE FORMS

28 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
 29 substitute form providing liability coverage at least as broad.

30 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,
 31 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

32 I. REQUIRED ENDORSEMENTS

33 1. The Commercial General Liability policy shall contain the following endorsements, which
 34 shall accompany the COI:

35 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as
 36 broad naming the ***County of Orange, its elected and appointed officials, officers, agents and***
 37

1 **employees** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY***
2 ***WRITTEN AGREEMENT.***

3 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
4 least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance
5 maintained by the County of Orange shall be excess and non-contributing.

6 2. The Network Security and Privacy Liability policy shall contain the following endorsements
7 which shall accompany the COI:

8 a. An Additional Insured endorsement naming the ***County of Orange, its elected and***
9 ***appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.

10 b. A primary and non-contributing endorsement evidencing that CONTRACTOR's
11 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
12 excess and non-contributing.

13 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
14 all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents***
15 ***and employees***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***
16 ***AGREEMENT.***

17 K. All insurance policies required by this Contract shall waive all rights of subrogation against the
18 County of Orange, its elected and appointed officials, officers, agents and employees when acting within
19 the scope of their appointment or employment.

20 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
21 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
22 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach
23 of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this
24 Contract.

25 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
26 "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
27 the completion of the Contract.

28 1. The retroactive date must be shown and must be before the date of the Contract or the
29 beginning of the Contract services.

30 2. Insurance must be maintained, and evidence of insurance must be provided for at least three
31 (3) years after expiration or earlier termination of the Contract.

32 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
33 form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must
34 purchase an extended reporting period for a minimum of three (3) years after expiration of earlier
35 termination of the Contract.

36 N. The Commercial General Liability policy shall contain a "severability of interests" clause also
37 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

1 O. Insurance certificates should be forwarded to the department address listed in the Referenced
2 Contract Provisions.

3 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance
4 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in
5 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect
6 COUNTY.

7 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
8 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance (COI) and endorsements
9 with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
10 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
11 all legal remedies.

12 R. The procuring of such required policy or policies of insurance shall not be construed to limit
13 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this
14 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

15 16 **XIII. INSPECTIONS AND AUDITS**

17 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
18 of the State of California, the Secretary of the United States Department of Health and Human Services,
19 the Comptroller General of the United States, or any other of their authorized representatives, shall to the
20 extent permissible under applicable law have access to any books, documents, and records, including but
21 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
22 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a
23 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
24 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this
25 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided
26 pursuant to this Contract, and the premises in which they are provided.

27 B. CONTRACTOR shall actively participate and cooperate with any person specified in
28 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract,
29 and shall provide the above-mentioned persons adequate office space to conduct such evaluation or
30 monitoring.

31 C. AUDIT RESPONSE

32 1. Following an audit report, in the event of non-compliance with applicable laws and
33 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
34 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
35 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty
36 (30) calendar days after receiving notice from ADMINISTRATOR.

37 //

- 1 5. WIC, Division 7, Mental Institutions.
- 2 6. HSC, §§1250 et seq., Health Facilities.
- 3 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 4 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 5 9. CCR, Title 17, Public Health.
- 6 10. CCR, Title 22, Social Security.
- 7 11. CFR, Title 42, Public Health.
- 8 12. CFR, Title 45, Public Welfare.
- 9 13. USC Title 42. Public Health and Welfare.
- 10 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 11 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 12 16. 42 USC §1857, et seq., Clean Air Act.
- 13 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 14 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 15 19. Policies and procedures set forth in Mental Health Services Act.
- 16 20. Policies and procedures set forth in DHCS Letters.
- 17 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 18 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
- 19 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 20 23. 42 CFR, Section 438, Managed Care Regulations

21 22 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

23 A. Any written information or literature, including educational or promotional materials, distributed
24 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this
25 Contract must be approved at least thirty (30) calendar days in advance and in writing by
26 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
27 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
28 and electronic media such as the Internet.

29 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
30 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract
31 must be approved in advance at least thirty (30) calendar days and in writing by ADMINISTRATOR.

32 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
33 available social media sites) in support of the services described within this Contract, CONTRACTOR
34 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon
35 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used
36 to either directly or indirectly support the services described within this Contract. CONTRACTOR shall
37 comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media

1 developed in support of the services described within this Contract. CONTRACTOR shall also include
2 any required funding statement information on social media when required by ADMINISTRATOR.

3 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by
4 COUNTY, unless ADMINISTRATOR consents thereto in writing.

6 **XVI. MINIMUM WAGE LAWS**

7 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
8 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
9 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to
10 this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its
11 employees or other persons providing services pursuant to this Contract be paid no less than the greater
12 of the federal or California Minimum Wage.

13 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
14 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
15 standards pursuant to providing services pursuant to this Contract.

16 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
17 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
18 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State
19 of California (§§1770, et seq.), as it now exists or may hereafter be amended.

21 **XVII. NONDISCRIMINATION**

22 **A. EMPLOYMENT**

23 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in
24 the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee or
25 applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical
26 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
27 identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during
28 the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts
29 that subcontractors shall not unlawfully discriminate against any employee or applicant for employment
30 because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental
31 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
32 expression, age, sexual orientation, or military and veteran status.

33 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
34 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
35 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection
36 for training, including apprenticeship.

37

1 3. CONTRACTOR shall not discriminate between employees with spouses and employees with
2 domestic partners, or discriminate between domestic partners and spouses of those employees, in the
3 provision of benefits.

4 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
5 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
6 Commission (EOC) setting forth the provisions of the EOC.

7 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
8 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
9 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
10 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
11 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed
12 fulfilled by use of the term Equal Opportunity Employer.

13 6. Each labor union or representative of workers with which CONTRACTOR and/or
14 subcontractor has a collective bargaining contract or other contract or understanding must post a notice
15 advising the labor union or workers' representative of the commitments under this Nondiscrimination
16 Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants
17 for employment.

18 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
19 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
20 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
21 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
22 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
23 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
24 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
25 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
26 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
27 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
28 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
29 includes, but is not limited to the following based on one or more of the factors identified above:

- 30 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 31 2. Providing any service or benefit to a Client which is different or is provided in a different
32 manner or at a different time from that provided to other Clients.
- 33 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
34 others receiving any service and/or benefit.
- 35 4. Treating a Client differently from others in satisfying any admission requirement or
36 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
37 any service and/or benefit.

1 5. Assignment of times or places for the provision of services.

2 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
3 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all complaints
4 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
5 ADMINISTRATOR.

6 1. Whenever possible, problems shall be resolved informally and at the point of service.
7 CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to
8 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
9 CONTRACTOR either orally or in writing.

10 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
11 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

12 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
13 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented
14 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.;
15 as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against
16 qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title
17 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding
18 legislation.

19 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
20 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
21 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
22 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce
23 rights secured by federal or state law.

24 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
25 law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or
26 subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

27 28 **XVIII. NOTICES**

29 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
30 authorized or required by this Contract shall be effective:

31 1. When written and deposited in the United States mail, first class postage prepaid and
32 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
33 ADMINISTRATOR;

34 2. When faxed, transmission confirmed;

35 3. When sent by Email; or

36 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
37 or any other expedited delivery service.

1 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this
2 Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission
3 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
4 or any other expedited delivery service.

5 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
6 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
7 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage
8 to any COUNTY property in possession of CONTRACTOR.

9 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
10 ADMINISTRATOR.

11 **XIX. NOTIFICATION OF DEATH**

12 A. Upon becoming aware of the death of any person served pursuant to this Contract,
13 CONTRACTOR shall immediately notify ADMINISTRATOR.

14 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the
15 name of the deceased, the date and time of death, the nature and circumstances of the death, and the
16 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

17 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
18 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
19 pursuant to this Contract; notice need only be given during normal business hours.

20 2. WRITTEN NOTIFICATION

21 a. NON-TERMINAL ILLNESS – CONTRACTOR shall send via encrypted email to
22 ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to
23 non-terminal illness of any person served pursuant to this Contract.

24 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
25 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
26 of the death due to terminal illness of any person served pursuant to this Contract.

27 c. When notification via encrypted email is not possible or practical CONTRACTOR may
28 hand deliver or fax to a known number said notification.

29 C. If there are any questions regarding the cause of death of any person served pursuant to this
30 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to
31 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
32 Notification of Death Paragraph.

33 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

34 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole
35 or in part by COUNTY, except for those events or meetings that are intended solely to serve Clients or
36 occur in the normal course of business.
37

1 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of
2 any applicable public event or meeting. The notification must include the date, time, duration, location
3 and purpose of the public event or meeting. Any promotional materials or event related flyers must be
4 approved by ADMINISTRATOR prior to distribution.

6 **XXI. PAYMENT CARD COMPLIANCE**

7 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with
8 COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR
9 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant
10 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in
11 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return
12 to compliance and shall be compliant within ten (10) business days of the commencement of any such
13 interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written
14 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

16 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

17 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of
18 this Contract, prepare, maintain and manage records appropriate to the services provided and in
19 accordance with this Contract and all applicable requirements.

20 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
21 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records
22 shall include, but not be limited to, individual patient charts and utilization review records.

23 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
24 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
25 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

26 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
27 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
28 claimed to have been incurred in the performance of this Contract and in accordance with Medicare
29 principles of reimbursement and GAAP.

30 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
31 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
32 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
33 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

34 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
35 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI made in
36 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent
37

1 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state
2 regulations and/or COUNTY policies.

3 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
4 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and
5 implement written record management procedures.

6 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
7 termination of the Contract, unless a longer period is required due to legal proceedings such as litigations
8 and/or settlement of claims.

9 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following
10 discharge of the participant, client and/or patient.

11 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
12 billings, and revenues available at one (1) location within the limits of Orange County. If CONTRACTOR
13 is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to
14 CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

15 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
16 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
17 information that is requested by the PRA request.

18 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
19 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request
20 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or
21 for a covered entity that is:

22 1. The medical records and billing records about individuals maintained by or for a covered
23 health care provider;

24 2. The enrollment, payment, claims adjudication, and case or medical management record
25 systems maintained by or for a health plan; or

26 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

27 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
28 with the terms of this Contract and common business practices. If documentation is retained
29 electronically, CONTRACTOR shall, in the event of an audit or site visit:

30 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
31 or site visit.

32 2. Provide auditor or other authorized individuals access to documents via a computer terminal.

33 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
34 requested.

35 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
36 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
37

1 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
2 regulation, and copy ADMINISTRATOR on such notifications.

3 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
4 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
5 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.
6

7 **XXIII. RESEARCH AND PUBLICATION**

8 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
9 or developed, as a result of this Contract for the purpose of personal or professional research, or for
10 publication.
11

12 **XXIV. REVENUE**

13 A. CLIENT FEES – CONTRACTOR shall charge a fee to Clients to whom services are provided
14 pursuant to this Contract, their estates and responsible relatives, in accordance with the fee system
15 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,
16 but it shall not exceed the actual cost of services provided. No person shall be denied services because of
17 an inability to pay.

18 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
19 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
20 Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

21 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
22 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide
23 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
24 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
25 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.
26

27 **XXV. SEVERABILITY**

28 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
29 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
30 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
31 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
32 force and effect, and to that extent the provisions of this Contract are severable.

33 **XXVI. STATUS OF CONTRACTOR**

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
35 wholly responsible for the manner in which it performs the services required of it by the terms of this
36 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants
37 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of

1 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of
2 CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
3 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,
4 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and
5 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or
6 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be
7 considered in any manner to be COUNTY's employees.

8 9 **XXVII. TERM**

10 A. This specific Contract with CONTRACTOR is only one of several contracts to which the term of
11 this Contract applies. This specific Contract shall commence as specified in the Referenced Contract
12 Provisions of this Contract or the execution date, whichever is later. This specific Contract shall terminate
13 as specified in the Referenced Contract Provisions of this Contract, unless otherwise sooner terminated as
14 provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally
15 extend beyond this term, including but not limited to, obligations with respect to confidentiality,
16 indemnification, audits, reporting and accounting.

17 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or
18 holiday may be performed on the next regular business day.

19 20 **XXVIII. TERMINATION**

21 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted
22 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance
23 of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and
24 expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by
25 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the
26 Contract could be terminated.

27 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
28 any of the following events:

- 29 1. The loss by CONTRACTOR of legal capacity.
- 30 2. Cessation of services.
- 31 3. The delegation or assignment of CONTRACTOR's services, operation or administration
32 to another entity without the prior written consent of COUNTY.
- 33 4. The neglect by any physician or licensed person employed by CONTRACTOR of any
34 duty required pursuant to this Contract.
- 35 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
36 this Contract.

1 6. The continued incapacity of any physician or licensed person to perform duties required
2 pursuant to this Contract.

3 7. Unethical conduct or malpractice by any physician or licensed person providing services
4 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
5 removes such physician or licensed person from serving persons treated or assisted pursuant to this
6 Contract.

7 C. CONTINGENT FUNDING

8 1. Any obligation of COUNTY under this Contract is contingent upon the following:

9 a. The continued availability of federal, state and county funds for reimbursement of
10 COUNTY's expenditures, and

11 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
12 approved by the Board of Supervisors.

13 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
14 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given
15 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
16 CONTRACTOR shall not be obligated to accept the renegotiated terms.

17 D. In the event this Contract is suspended or terminated prior to the completion of the term as
18 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole
19 discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of
20 the Contract.

21 E. In the event this Contract is terminated, CONTRACTOR shall do the following:

22 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
23 consistent with recognized standards of quality care and prudent business practice.

24 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
25 performance during the remaining contract term.

26 3. Until the date of termination, continue to provide the same level of service required by this
27 Contract.

28 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
29 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
30 orderly transfer.

31 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
32 Client's best interests.

33 //

34 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
35 directions provided by ADMINISTRATOR.

36 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
37 supplies purchased with funds provided by COUNTY.

1 8. To the extent services are terminated, cancel outstanding commitments covering the
 2 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
 3 commitments which relate to personal services. With respect to these canceled commitments,
 4 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
 5 arising out of such cancellation of commitment which shall be subject to written approval of
 6 ADMINISTRATOR.

7 9. Provide written notice of termination of services to each Client being served under this
 8 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
 9 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
 10 day period.

11 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
 12 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
 13 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

14
 15 **XXIX. THIRD PARTY BENEFICIARY**

16 Neither Party hereto intends that this Contract shall create rights hereunder in third parties including,
 17 but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

18
 19 **XXX. WAIVER OF DEFAULT OR BREACH**

20 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
 21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
 22 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default
 23 or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

24 //
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1 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of
2 California.

3
4
5
6 EASTWESTPROTO, INC.

7
8 BY:  _____ DATED: 4/18/2024
9

10 TITLE: ceo
11

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16 COUNTY OF ORANGE

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19 BY: _____ DATED: _____
20 HEALTH CARE AGENCY

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34 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or
36 any Assistant Treasurer. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution or
37 by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature
alone is required by ADMINISTRATOR.

EXHIBIT A
 CONTRACT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 EASTWESTPROTO, INC.
 JULY 1, 2024 THROUGH JUNE 30, 2027

I. AUTHORIZED AGENCIES

A. Agencies authorized to request services pursuant to the Contract are the following:

1. The Orange County Sheriff as to Persons described in Subparagraphs IV.A, IV.B, IV.D, and IV.I of this Exhibit A.
2. The law enforcement agency which has made an arrest of a Person described in Subparagraph IV.B of this Exhibit A.
3. The Orange County Probation Department and the Social Services Agency as to Persons described in Subparagraph IV.C of this Exhibit A.
4. The Behavioral Health Care Services Function of the Orange County Health Care Agency as to Persons described in Subparagraphs IV.D, IV.E, IV.H, and IV.K of this Exhibit A.
5. The Orange County Public Defender as to Persons described in Subparagraph IV.F of this Exhibit A.
6. The Orange County Public Guardian as to Persons described in Subparagraph IV.G of this Exhibit A.
7. The Public Health Services Function of the Orange County Health Care Agency as to Persons described in Subparagraph IV.J of this Exhibit A.
8. The Orange County Fire Authority which dispatches medical transportation on behalf of any authorized agency.

B. CONTRACTOR shall be responsible for ascertaining the identity of Persons requesting services pursuant to the Contract and their position with the agencies listed above as being authorized signers pursuant to the Authorized Signature List and/or authorized requestors with a COUNTY created user account in VectorCare, the patient logistics software COUNTY utilizes. COUNTY shall have no responsibility for the transportation of Persons where agencies other than the above request such service.

C. CONTRACTOR shall be responsible for obtaining the Authorization for Medical Transportation form filled out with all information from the service requester at the time of service for all transport requests made outside of VectorCare. If the form is not obtained, CONTRACTOR may not bill COUNTY or patient for the services without prior verification by COUNTY.

II. AVAILABILITY OF SERVICES

CONTRACTOR agrees to provide the services specified in this Exhibit A to the Contract.

A. AMBULANCE SERVICES

1 1. If CONTRACTOR agrees to provide ambulance services, CONTRACTOR agrees to keep
2 ambulance equipment available on a twenty-four (24)-hour basis and to respond with its own equipment
3 to all calls made pursuant to the Contract. However, when CONTRACTOR's own equipment is not
4 available by reason of prior use or for any reason beyond the control of CONTRACTOR, such fact will
5 be immediately made known to the Person or agency requesting the service so that alternate arrangements
6 may be made to provide the requested transportation. CONTRACTOR shall not refer the request to
7 another service provider.

8 2. CONTRACTOR shall communicate to the designated authorized signer at the Authorized
9 Agency prior to placing any Person in soft restraints of such intent.

10 3. Reimbursement for Ambulance services provided pursuant to the Contract shall be as
11 specified in Paragraph X. of this Exhibit A to the Contract.

12 B. ADMINISTRATOR shall onboard CONTRACTOR to create an account in VectorCare,
13 COUNTY's patient logistics software used to broadcast transport requests.

14 **III. DEFINITION OF PERSONS EXCLUDED FROM SERVICE**

15 Persons to whom service has been provided through use of 911 dispatches are not covered under this
16 Contract.
17

18 **IV. DEFINITION OF PERSONS TO BE SERVED**

19 COUNTY shall be responsible for services provided to the following Persons only:

20 A. Persons in the custody of the Orange County Sheriff by reason of the alleged commission or the
21 conviction of a crime.
22

23 B. Persons arrested by any law enforcement agency for a violation of any provisions of the laws of
24 the State of California or County Ordinances which are made a crime and where the proper place for
25 detention is in the custody of the Orange County Sheriff.

26 C. Juveniles residing in or being transported to or from a COUNTY juvenile institution.

27 D. Persons detained by Orange County Behavioral Health Care Services Function clinical Personnel
28 or the Orange County Sheriff pursuant to Welfare and Institutions Code Section 5150 for transportation
29 to an evaluation and treatment facility.

30 E. Persons who are the responsibility of COUNTY under the Lanterman-Petris-Short Act or the
31 Short-Doyle Act, Welfare and Institutions Code Sections 5000-58001 and who require transportation
32 between one mental health facility and another mental health facility, or between a mental health facility
33 and a health facility.

34 F. Persons who are clients of the Orange County Public Defender and who require transportation to
35 or from court in connection with conservatorship proceedings.

36 G. Persons who are conservatees of the Orange County Public Guardian and who require
37 transportation to or from court in connection with conservatorship proceedings.

1 H. Persons in a COUNTY-operated Drug or Alcohol Program or COUNTY-contracted Drug or
 2 Alcohol Residential Treatment Program and who require transportation to or from a COUNTY-operated
 3 Drug or Alcohol Program, COUNTY-contracted Drug or Alcohol Residential Treatment Program, a
 4 mental health or health treatment facility.

5 I. Persons for whom transportation services have been requested by the Orange County Sheriff
 6 pursuant to California Government Code Section 26612.

7 J. Persons who, while attending an Orange County Public Health Clinic, experience an anaphylactic
 8 reaction to treatment or other factor related to COUNTY's medical management of the patient and requires
 9 emergency transportation to a hospital or non-emergency transportation to an alternate location
 10 determined by COUNTY.

11 K. Persons for whom transportation services have been requested by Orange County Behavioral
 12 Health Care Services Function clinical personnel or Correctional Health Services personnel for
 13 transportation to an inpatient mental health facility, other mental health facilities, or a health facility.

14 **V. DEFINITION OF SERVICE CATEGORIES**

15 A. Emergency Service shall mean any sudden or serious illness, condition or injury requiring
 16 immediate medical attention, where delay in providing such services may aggravate the medical condition
 17 or cause the loss of life. Emergency Service shall be determined by the requesting agency and
 18 communicated to CONTRACTOR at the time of the request for service.
 19

20 1. Performance Requirements

21 a. CONTRACTOR must arrive on site as quickly as possible and in no event longer than
 22 thirty (30) minutes; provided, however, the requesting agency may permit a forty-five (45) minute
 23 response time when the incident is unaccompanied by any life-threatening medical emergency. The
 24 determination by COUNTY as to whether or not a particular incident requires emergency service shall be
 25 binding on COUNTY and CONTRACTOR.

26 1) CONTRACTOR must meet response times at a minimum of eighty-five (85) percent
 27 of the time for high volume service areas as determined by ADMINISTRATOR.

28 2) CONTRACTOR must meet response times at a minimum of seventy (70) percent of
 29 the time for low volume service areas as determined by ADMINISTRATOR.

30 b. CONTRACTOR shall not exceed ten (10) Denial of Transport Requests in a single
 31 month.

32 1) Denial of Transport Request means all instances where CONTRACTOR:

- 33 a) Denies requesting agency's transport request,
- 34 b) Does not respond to transport request in VectorCare,
- 35 c) Cancels a scheduled transport, or
- 36 d) Fails to appear for scheduled transport.

1 c. CONTRACTOR must directly update and inform Requestor of any changes or delays to
2 the original transport request as they occur.

3 d. CONTRACTOR is required to respond to all transport requests broadcasted in
4 VectorCare.

5 1) Responses to transport requests must be within 5 minutes from the time requests are
6 broadcasted.

7 e. At ADMINISTRATOR's discretion, ADMINISTRATOR reserves the right to develop
8 a corrective action plan, remove CONTRACTOR from call list, or terminate the Contract per Article
9 XXVIII of the Contract in response to CONTRACTOR's non-compliance.

10 B. Dry Run shall occur whenever an authorized agency has requested medical transportation service
11 for Persons to be served and, for whatever reason, after CONTRACTOR responds, CONTRACTOR's
12 services are not required.

13 C. Multiple Passengers means that more than one patient is transported on the same request for
14 services. Multiple passenger bills shall be submitted on County Form F272-01.1841 and attached together
15 in order to preclude the possibility of billing mileage more than once for one (1) authorized request for
16 services.

17 **VI. LICENCES**

18 CONTRACTOR shall maintain and provide to ADMINISTRATOR, an updated list of cities and
19 corresponding licenses in which CONTRACTOR is licensed to pick up patients semi-annually.
20

21 **VII. PAYMENTS**

22 A. CONTRACTOR shall submit invoices for completed runs in the form and manner required by
23 ADMINISTRATOR and in no event later than nine (9) months following provision of the service.
24 CONTRACTOR shall submit the following:
25

- 26 1. Original Bill to COUNTY for Medical Transportation;
- 27 2. Authorization for Medical Transportation form with original or digital signature;
- 28 3. Copy of Medi-Cal or insurance denial, if applicable.

29 B. CONTRACTOR shall make a reasonable effort to collect reimbursement from Medi-Cal,
30 Medicare, or any third party insurance carrier for the service provided before billing COUNTY.
31 Notwithstanding the foregoing, no collection attempts from the patient shall be made if COUNTY
32 representative authorized to order the medical transportation certifies on the Medical Transportation form
33 that the patient is a Behavioral Health Care patient, as specified in Subparagraphs IV.D., IV.E., IV.H.,
34 and IV.K., of this Exhibit A, and has no financial liability for the service. CONTRACTOR shall not
35 contract for, or otherwise utilize; collection agents, collection agencies, or other organizations or
36 individuals to secure payment for services rendered to Persons transported under Subparagraphs IV.D.,
37

1 IV.E., IV.F., IV.G., IV.H., and IV.K. of this Exhibit A to the Contract. All collection efforts shall be
2 conducted by Persons directly and solely responsible to, and on the paid staff of, CONTRACTOR.

3 C. CONTRACTOR may request information from COUNTY concerning addresses of Persons
4 transported by CONTRACTOR and such Person's current eligibility for Federal or State benefits in
5 connection with such transportation only where transportation has been provided to a Person under one
6 of the defined Service Categories in Subparagraph V. of this Exhibit A of the Contract at the request of
7 an Authorized Agency.

8 9 **VIII. REIMBURSEMENT**

10 A. COUNTY shall compensate CONTRACTOR, and CONTRACTOR agrees to provide the
11 services, staffing, any equipment and supplies, and reports in accordance with Exhibit A to this Contract.
12 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
13 minimum number and type of staff which meet applicable state and federal requirements, and which are
14 necessary for the provision of the services hereunder. COUNTY shall reimburse CONTRACTOR for
15 services provided to Persons identified in Subparagraph IV of this Exhibit A, less revenue from any other
16 source, within forty-five (45) calendar days after receipt of approved invoices and required supporting
17 documentation submitted within the time limit set forth in Subparagraph IV. Reimbursement shall be
18 made in accordance with the rates set forth in Paragraph X. of this Exhibit A to the Contract. COUNTY
19 shall have no obligation to process or pay invoices which are not submitted within such time limits, as
20 stated in Subparagraph VII.A of this Exhibit A to the Contract. CONTRACTOR shall comply with the
21 invoice submittal process established by ADMINISTRATOR.

22 B. All payments made to CONTRACTOR by or on behalf of a Person transported shall be credited
23 to said Person's account and the liability of COUNTY shall be decreased by a like amount.

24 1. If any payment is received by CONTRACTOR from or on behalf of a Person to or for whom
25 services were rendered by CONTRACTOR, and CONTRACTOR has previously been paid by COUNTY,
26 within thirty (30) calendar days of receipt CONTRACTOR shall refund to COUNTY an amount not to
27 exceed the total amount previously paid by COUNTY. COUNTY may deduct these amounts from any
28 sums due to CONTRACTOR from future billings.

29 2. Upon submission of invoices to COUNTY as provided herein, CONTRACTOR agrees to
30 cease all further attempts at collection from the Person transported, his estate, or Persons legally liable for
31 the cost of such medical transportation service.

32 3. CONTRACTOR shall maintain on a monthly basis, financial records to include the following
33 information for all ambulance trips made under the Contract:

- 34 a. Patient's name
35 b. Date of trip
36 c. Pick-up and drop-off times
37 d. Pick-up location and destination

- 1 e. Amount billed
- 2 f. Amount collected
- 3 g. Source of revenue: COUNTY; private provider; Medi-Cal; Medicare
- 4 h. Amount to be refunded to COUNTY if payment was made by COUNTY prior to
- 5 CONTRACTOR receiving payment from any other source.
- 6 C. CONTRACTOR shall receive no reimbursement for Dry Runs.
- 7 D. All appeals to reimbursements must be made within thirty (30) calendar days of the date of the
- 8 subject reimbursement check; after which such reimbursements provided by COUNTY shall be final and
- 9 not subject to appeal.
- 10 E. ADMINISTRATOR has sole discretion to negotiate rates on an as needed basis upon mutual
- 11 Contract between ADMINISTRATOR and CONTRACTOR.

IX. REPORTS

- 14 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial
- 15 and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR’s
- 16 activities as they relate to this Contract. ADMINISTRATOR will be specific as to the nature of the
- 17 information requested and allow thirty (30) calendar days for CONTRACTOR to respond.
- 18 B. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Reports
- 19 Paragraph of this Exhibit A to the Contract.

X. SPECIFIC SERVICES

- 22 A. CONTRACTOR agrees to provide the following medical transportation services pursuant to the
- 23 terms and conditions specified in the Contract for Provision of Medical Transportation Services by and
- 24 between COUNTY and CONTRACTOR dated July 1, 2024 as hereinafter indicated. CONTRACTOR
- 25 and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR
- 26 as follows at the rates specified below:

SERVICE	RATE
1. Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run).....	\$400.00
2. Mileage one-way per mile.....	\$6.00
3. Out-of-County Transport (over 25 miles one-way)	\$450.00
4. Out-of-County Transport (over 50 miles one-way)	\$500.00
5. Out-of-County Transport (over 75 miles one-way)	\$550.00
6. Out-of-County Transport (over 125 miles one-way)	\$650.00
7. Out-of-County Transport (over 250 miles one-way)	\$750.00
8. Out-of-County Transport (over 375 miles one-way)	\$850.00
9. Waiting time over 15 minutes – each 30 minutes	\$60.00

EXHIBIT B
 CONTRACT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 EASTWESTPROTO, INC.
 JULY 1, 2024 THROUGH JUNE 30, 2027

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under 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 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9. and B.14., apply to CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

//

1 B. DEFINITIONS

2 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
3 manage the selection, development, implementation, and maintenance of security measures to protect
4 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of
5 that information.

6 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted
7 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

8 a. Breach excludes:

9 1) Any unintentional acquisition, access, or use of PHI by a workforce member or
10 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use
11 was made in good faith and within the scope of authority and does not result in further use or disclosure
12 in a manner not permitted under the Privacy Rule.

13 2) Any inadvertent disclosure by a person who is authorized to access PHI at
14 CONTRACTOR to another person authorized to access PHI at CONTRACTOR, or organized health care
15 arrangement in which COUNTY participates, and the information received as a result of such disclosure
16 is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

17 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that
18 an unauthorized person to whom the disclosure was made would not reasonably have been able to retain
19 such information.

20 b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or
21 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
22 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised
23 based on a risk assessment of at least the following factors:

24 1) The nature and extent of the PHI involved, including the types of identifiers and the
25 likelihood of re-identification;

26 2) The unauthorized person who used the PHI or to whom the disclosure was made;

27 3) Whether the PHI was actually acquired or viewed; and

28 4) The extent to which the risk to the PHI has been mitigated.

29 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy
30 Rule in 45 CFR § 164.501.

31 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy
32 Rule in 45 CFR § 164.501.

33 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45
34 CFR § 160.103.

35 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA
36 Privacy Rule in 45 CFR § 164.501.

37 //

1 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45
2 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with
3 45 CFR § 164.502(g).

4 8. “Physical Safeguards” are physical measures, policies, and procedures to protect
5 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and
6 environmental hazards, and unauthorized intrusion.

7 9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable
8 Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

9 10. “Protected Health Information” or “PHI” shall have the meaning given to such term under
10 the HIPAA regulations in 45 CFR § 160.103.

11 11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy
12 Rule in 45 CFR § 164.103.

13 12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his
14 or her designee.

15 13. “Security Incident” means attempted or successful unauthorized access, use, disclosure,
16 modification, or destruction of information or interference with system operations in an information
17 system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans,
18 “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by
19 CONTRACTOR.

20 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of
21 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

22 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
23 45 CFR § 160.103.

24 16. “Technical safeguards” means the technology and the policy and procedures for its use that
25 protect electronic PHI and control access to it.

26 17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,
27 unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology
28 specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

29 18. “Use” shall have the meaning given to such term under the HIPAA regulations in
30 45 CFR § 160.103.

31 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

32 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
33 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
34 by law.

35 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
36 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to
37

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 other than as provided for by this Business Associate Contract.

3 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR
4 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
5 creates, receives, maintains, or transmits on behalf of COUNTY.

6 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is
7 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the
8 requirements of this Business Associate Contract.

9 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI
10 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.
11 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as
12 required by 45 CFR § 164.410.

13 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or
14 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through
15 this Business Associate Contract to CONTRACTOR with respect to such information.

16 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
17 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by
18 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

19 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that
20 COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual,
21 within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify
22 COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

23 9. CONTRACTOR agrees to make internal practices, books, and records, including policies and
24 procedures, relating to the use and disclosure of PHI received from, or created or received by
25 CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner
26 as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining
27 COUNTY's compliance with the HIPAA Privacy Rule.

28 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
29 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
30 and to make information related to such Disclosures available as would be required for COUNTY to
31 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR
32 § 164.528.

33 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
34 a time and manner to be determined by COUNTY, that information collected in accordance with the
35 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of
36 Disclosures of PHI in accordance with 45 CFR § 164.528.

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1 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation
2 under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45
3 CFR Part 164 that apply to COUNTY in the performance of such obligation.

4 13. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to
5 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
6 B.2.a. above.

7 D. SECURITY RULE

8 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
9 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
10 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY
11 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
12 COUNTY. CONTRACTOR shall follow generally accepted system security principles and the
13 requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

14 2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
15 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to
16 the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

17 3. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it
18 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with
19 Subparagraph E. below and as required by 45 CFR § 164.410.

20 E. BREACH DISCOVERY AND NOTIFICATION

21 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify
22 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law
23 enforcement official pursuant to 45 CFR § 164.412.

24 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which
25 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known
26 to CONTRACTOR.

27 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known,
28 or by exercising reasonable diligence would have known, to any person who is an employee, officer, or
29 other agent of CONTRACTOR, as determined by federal common law of agency.

30 2. CONTRACTOR shall provide the notification of the Breach immediately to the County
31 Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification
32 within 24 hours of the oral notification.

33 3. CONTRACTOR’s notification shall include, to the extent possible:

34 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
35 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

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1 b. Any other information that COUNTY is required to include in the notification to
2 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
3 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period
4 set forth in 45 CFR § 164.410 (b) has elapsed, including:

5 1) A brief description of what happened, including the date of the Breach and the date
6 of the discovery of the Breach, if known;

7 2) A description of the types of Unsecured PHI that were involved in the Breach (such
8 as whether full name, social security number, date of birth, home address, account number, diagnosis,
9 disability code, or other types of information were involved);

10 3) Any steps Individuals should take to protect themselves from potential harm
11 resulting from the Breach;

12 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
13 mitigate harm to Individuals, and to protect against any future Breaches; and

14 5) Contact procedures for Individuals to ask questions or learn additional information,
15 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45
17 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of COUNTY.

18 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
19 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
20 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph E and as required by
21 the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of
22 PHI did not constitute a Breach.

23 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its
24 risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

25 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
26 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
27 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable,
28 but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to
29 COUNTY pursuant to Subparagraph E.2 above.

30 8. CONTRACTOR shall continue to provide all additional pertinent information about the
31 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
32 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests
33 for further information, or follow-up information after report to COUNTY, when such request is made by
34 COUNTY.

35 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other
36 costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in
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1 addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

3 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

4 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as
5 necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the
6 Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
7 COUNTY except for the specific Uses and Disclosures set forth below.

8 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for
9 the proper management and administration of CONTRACTOR.

10 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
11 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of
12 CONTRACTOR, if:

13 1) The Disclosure is required by law; or

14 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is
15 disclosed that it will be held confidentially and used or further disclosed only as required by law or for
16 the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR
17 of any instance of which it is aware in which the confidentiality of the information has been breached.

18 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
19 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
20 CONTRACTOR.

21 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry
22 out legal responsibilities of CONTRACTOR.

23 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
24 consistent with the minimum necessary policies and procedures of COUNTY.

25 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
26 required by law.

27 G. OBLIGATIONS OF COUNTY

28 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy
29 practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect
30 CONTRACTOR's Use or Disclosure of PHI.

31 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission
32 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect
33 CONTRACTOR's Use or Disclosure of PHI.

34 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI
35 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may
36 affect CONTRACTOR's Use or Disclosure of PHI.

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1 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would
2 not be permissible under the HIPAA Privacy Rule if done by COUNTY.

3 H. BUSINESS ASSOCIATE TERMINATION

4 1. Upon COUNTY’s knowledge of a material breach or violation by CONTRACTOR of the
5 requirements of this Business Associate Contract, COUNTY shall:

6 a. Provide an opportunity for CONTRACTOR to cure the material breach or end the
7 violation within thirty (30) business days; or

8 b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure
9 the material breach or end the violation within (30) days, provided termination of the Contract is feasible.

10 2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY
11 all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received
12 on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

13 a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents
14 of CONTRACTOR.

15 b. CONTRACTOR shall retain no copies of the PHI.

16 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not
17 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
18 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,
19 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit
20 further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible,
21 for as long as CONTRACTOR maintains such PHI.

22 3. The obligations of this Business Associate Contract shall survive the termination of the
23 Contract.

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EXHIBIT C
 CONTRACT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 EASTWESTPROTO, INC.
 JULY 1, 2024 THROUGH JUNE 30, 2027

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information,

1 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
2 with respect to health care providers participating in the program, and statutes or regulations that require
3 the production of information, including statutes or regulations that require such information if payment
4 is sought under a government program providing public benefits.

5 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
6 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or
7 interference with system operations in an information system that processes, maintains or stores PI.

8 B. TERMS OF AGREEMENT

9 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
10 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
11 functions, activities, or services for or on behalf of COUNTY pursuant to the terms of the Contract
12 provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if
13 done by COUNTY.

14 2. Responsibilities of CONTRACTOR
15 CONTRACTOR agrees:

16 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required
17 by this Personal Information Privacy and Security Contract or as required by applicable state and federal
18 law.

19 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
20 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
21 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
22 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
23 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security
24 program that include administrative, technical and physical safeguards appropriate to the size and
25 complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate
26 the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current
27 policies upon request.

28 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data
29 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS
30 PI and PII. These steps shall include, at a minimum:

31 1) Complying with all of the data system security precautions listed in Paragraph E of
32 the Business Associate Contract, Exhibit C to the Contract; and

33 2) Providing a level and scope of security that is at least comparable to the level and
34 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,
35 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for
36 automated information systems in Federal agencies.

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1 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
2 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
3 Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health
4 and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the
5 Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and
6 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
7 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
8 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
9 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS
10 PII agree to the same requirements for privacy and security safeguards for confidential data that apply to
11 CONTRACTOR with respect to such information.

12 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect
13 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its
14 subcontractors in violation of this Personal Information Privacy and Security Contract.

15 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
16 conditions set forth in this Personal Information and Security Contract on any subcontractors or other
17 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the
18 disclosure of DHCS PI or PII to such subcontractors or other agents.

19 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
20 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
21 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives
22 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
23 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
24 employees, contractors and agents of its subcontractors and agents.

25 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist
26 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA
27 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,
28 production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to
29 the affected individual(s).

30 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
31 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
32 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
33 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract,
34 Exhibit C to the Contract.

35 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
36 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
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1 carrying out the requirements of this Personal Information Privacy and Security Contract and for
2 communicating on security matters with COUNTY.

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