

~~CONTRACT FOR PROVISION OF
MEDICAL TRANSPORTATION SERVICES
BETWEEN
COUNTY OF ORANGE~~

~~AND
EASTWESTPROTO, INC. LIFELINE AMBULANCE
MARCH 25, 2020 THROUGH JUNE 30, 2022~~

AMENDMENT NO. 1

TO

CONTRACT NO. MA-042-22011309

FOR

Medical Transportation Services

~~—THIS CONTRACT entered into this 25th day of March 2020, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and EASTWESTPROTO, INC., a [California], (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).~~

This Amendment (“Amendment No. 1”) to Contract No. MA-042-22011309 for Medical Transportation Services is made and entered into on July 1, 2022 (“Effective Date”) between Eastwestproto, Inc.. Lifeline Ambulance (“Contractor”) with a place of business at 6605 E. Washington Blvd., Commerce, CA 90040 and the County of Orange a political subdivision of the State of California (“County”) through its Health Care Agency with a place business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

WITNESSETH:

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

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

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

3 WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for
4 County to continue receiving and Contractor to continue providing the services set forth in the Contract.

5 NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

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REFERENCED CONTRACT PROVISIONS

Term: 3/25/2020 through 6/30/2022

July 1, 2022 through June 30, 2024

Not to Exceed Amount: ~~\$900,000~~ \$600,000

Basis for Reimbursement: Fee for Service

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 7

CONTRACTOR TAX ID Number: 95-4485528

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, 6th Floor
Santa Ana, CA 92701

CONTRACTOR: Eastwestproto, Inc.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:

A.	ARRA	American Recovery and Reinvestment Act
B.	ASRS	Alcohol and Drug Programs Reporting System
C.	CAP	Corrective Action Plan
D.	CCC	California Civil Code
E.	CCR	California Code of Regulations
F.	CFR	Code of Federal Regulations
G.	CHPP	COUNTY HIPAA Policies and Procedures
H.	CHS	Correctional Health Services
I.	COI	Certificate of Insurance
J.	D/MC	Drug/Medi-Cal
K.	DHCS	Department of Health Care Services
L.	DPFS	Drug Program Fiscal Systems
M.	DRS	Designated Record Set
N.	EOC	Equal Opportunity Clause
O.	FFS	Fee For Service
P.	GAAP	Generally Accepted Accounting Principles
Q.	HCA	Health Care Agency
R.	HHS	Health and Human Services
S.	HIPAA	Health Insurance Portability and Accountability Act
T.	HITECH	Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
U.	HSC	California Health and Safety Code
V.	MHP	Mental Health Plan
W.	MSN	Medical Safety Net
X.	OCJS	Orange County Jail System
Y.	OCPD	Orange County Probation Department
Z.	OCR	Office for Civil Rights
AA.	OIG	Office of Inspector General
AB.	OMB	Office of Management and Budget
AC.	OPM	Federal Office of Personnel Management
AD.	PA DSS	Payment Application Data Security Standard

1	AE. PC	State of California Penal Code
2	AF. PCI DSS	Payment Card Industry Data Security Standard
3	AG. PHI	Protected Health Information
4	AH. PII	Personally Identifiable Information
5	AI. PRA	Public Record Act
6	AJ. SIR	Self-Insured Retention
7	AK. USC	United States Code
8	AL. WIC	State of California Welfare and Institutions Code

10 **II. ALTERATION OF TERMS**

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

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

18 **III ASSIGNMENT OF DEBTS**

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

27 **IV. COMPLIANCE**

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

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

35 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 36 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
 37 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall

1 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
 2 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
 3 this Contract. These elements include:

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

11 3. If CONTRACTOR does not provide proof of its own Compliance Program to
 12 ADMINISTRATOR, CONTRACTOR shall acknowledge ADMINISTRATOR's Compliance Program
 13 and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30)
 14 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR is aware of
 15 the ADMINISTRATOR's Compliance Program and Code of Conduct.

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

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

34 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 35 retained to provide services related to this Contract semi-annually to ensure that they are not designated
 36 as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General
 37 Services Administration's Excluded Parties List System or System for Award Management, the Health

1 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
 2 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
 3 Master File, and/or any other list or system as identified by ADMINISTRATOR.

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

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

17 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 18 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 19 Contract.

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

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

31 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
 32 federal and state funded health care services by contract with COUNTY in the event that they are
 33 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
 34 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 35 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 36 business operations related to this Contract.

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

8 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
9 Compliance Training available to Covered Individuals.

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

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

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

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

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

23 D. SPECIALIZED PROVIDER TRAINING - ADMINISTRATOR shall make Specialized
24 Provider Training, where appropriate, available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

18 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
19 participate in the quality improvement activities developed in the implementation of the Quality
20 Management Program.

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

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

31
32 **V. CONFIDENTIALITY**

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

36 B. Prior to providing any services pursuant to this Contract, all members of the
37 CONTRACTORS's governing body or its designee or authorized agent, employees, consultants,

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

VI. CONFLICT OF INTEREST

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

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of

1 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 2 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
 3 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
 4 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

34 4. This provision shall not be applicable to service contracts usually and customarily entered
 35 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
 36 provided by consultants.
 37

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

VIII. DISPUTE RESOLUTION

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

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

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

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

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically

1 agree to waive any and all rights to request that an action be transferred for adjudication to another
2 county.

3 //

4 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

14 **X. FACILITIES, PAYMENTS AND SERVICES**

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

21 **XI. INDEMNIFICATION AND INSURANCE**

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

33 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
34 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
35 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
36 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
37 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors

performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

//

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

D. All SIRs and deductibles shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following.

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

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

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

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

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

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<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 occurrence
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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.

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

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

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

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

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

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

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

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

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

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

P. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance (COI) and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,

1 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be
2 entitled to all legal remedies.

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

6 T. SUBMISSION OF INSURANCE DOCUMENTS

7 1. The COI and endorsements shall be provided to COUNTY as follows:
8 a. Prior to the start date of this Contract.
9 b. No later than the expiration date for each policy.
10 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
11 changes to any of the insurance requirements as set forth in Subparagraph G, above.

12 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
13 the Referenced Contract Provisions of this Contract.

14 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
15 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have
16 sole discretion to impose one or both of the following:

17 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
18 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the
19 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
20 submitted to ADMINISTRATOR.

21 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
22 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and
23 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
24 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

25 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
26 CONTRACTOR's monthly invoice.

27 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
28 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
29 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

30 XII. INSPECTIONS AND AUDITS

31 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
32 of the State of California, the Secretary of the United States Department of Health and Human Services,
33 the Comptroller General of the United States, or any other of their authorized representatives, shall to
34 the extent permissible under applicable law have access to any books, documents, and records, including
35 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
36 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to
37

a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Contract.

XIII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Contract.

2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Contract:

a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;

b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XIV. MAXIMUM OBLIGATION

A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all contracts for Medical Transportation Services is as specified in the Referenced Contract Provisions of this Contract. This specific Contract with CONTRACTOR is only one of several contracts to which this Aggregate Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Contract.

XV. MINIMUM WAGE LAWS

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

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

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

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XVI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining contract or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination

Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

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

1. Denying a Client or potential Client any service, benefit, or accommodation.
2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
5. Assignment of times or places for the provision of services.

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

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

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

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC

12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

XVII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XVIII. NOTIFICATION OF DEATH

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

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

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

11 2. WRITTEN NOTIFICATION

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

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

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

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

24
25 **XIX. PAYMENT CARD COMPLIANCE**

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

34
35 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

18 B. CONTRACTOR shall implement and maintain administrative, technical and physical
19 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
20 PHI made in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to
21 the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of
22 federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

22 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
23 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or
24 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law
25 or regulation, and copy ADMINISTRATOR on such notifications.

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

30 **XXI. RESEARCH AND PUBLICATION**

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

35 **XXII. SEVERABILITY**

36 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
37 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,

state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full force and effect, and to that extent the provisions of this Contract are severable.

XXIII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXIV. TAX LIABILITY

CONTRACTOR shall report all income and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid CONTRACTOR pursuant to this Contract. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY any such monies, penalties, and/or interest imposed resulting from any failure of CONTRACTOR to comply with the provisions of this paragraph.

XXV. TERM

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

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

XXVI. TERMINATION

~~— A. Either party may terminate this Contract, without cause, upon ninety (90) calendar days' written notice given the other party.~~

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

~~— C. Unless otherwise specified in this Contract, COUNTY may terminate this Contract upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Contract. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.~~

~~— D. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of any of the following events:~~

~~—— 1. The loss by CONTRACTOR of legal capacity.~~

~~—— 2. Cessation of services.~~

~~—— 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.~~

~~—— 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.~~

~~—— 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.~~

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

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

~~— E. CONTINGENT FUNDING~~

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

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

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

~~—— 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given~~

~~CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.~~

~~— F. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Contract in an amount consistent with the reduced term of the Contract.~~

~~— G. In the event this Contract is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:~~

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

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

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

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

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

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

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

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

~~— G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.~~

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe

as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated.

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

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

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

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

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

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

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

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

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

XXVII. THIRD PARTY BENEFICIARY

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

XXVIII. WAIVER OF DEFAULT OR BREACH

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

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

EASTWESTPROTO, INC.LIFELINE AMBULANCE

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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3 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
4 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
5 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
6 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
7 signature alone is required by ADMINISTRATOR.
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EXHIBIT A
 CONTRACT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 EASTWESTPROTO, INC.LIFELINE AMBULANCE
 MARCH 25, 2020 THROUGH JUNE 30, 2022

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. 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. If the form is not obtained, CONTRACTOR may not bill COUNTY or patient for the services.

II. AVAILABILITY OF SERVICES

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

A. AMBULANCE SERVICES

1. If CONTRACTOR agrees to provide ambulance services, CONTRACTOR agrees to keep ambulance equipment available on a twenty-four (24)-hour basis and to respond with its own equipment

to all calls made pursuant to the Contract. However, when CONTRACTOR's own equipment is not available by reason of prior use or for any reason beyond the control of the CONTRACTOR, such fact will be immediately made known to the Person or agency requesting the service so that alternate arrangements may be made to provide the requested transportation. CONTRACTOR shall not refer the request to another service provider.

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

3. Reimbursement for Ambulance services provided pursuant to the Contract shall be as specified in Exhibit B to the Contract.

B. ADMINISTRATOR shall distribute on a monthly basis a Rotation Schedule which shall be used to determine which CONTRACTOR will be called first for requested service.

III. DEFINITION OF PERSONS EXCLUDED FROM SERVICE

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

IV. DEFINITION OF PERSONS TO BE SERVED

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

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

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

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

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

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

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

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

H. Persons in a COUNTY-operated Drug or Alcohol Program or COUNTY-contracted Drug or Alcohol Residential Treatment Program and who require transportation to or from a COUNTY-operated

1 Drug or Alcohol Program, COUNTY-contracted Drug or Alcohol Residential Treatment Program, a
2 mental health or health treatment facility.

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

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

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

12 13 **V. DEFINITION OF SERVICE CATEGORIES**

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

18 1. Performance Requirements

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

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

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

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

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

- 32 a) Denies requesting agency's transport request,
- 33 b) Provides an estimated time of arrival (ETA) that does not meet the needs of the
34 requesting agency,
- 35 c) Does not have vehicles available at the time of request,
- 36 d) Cancels a scheduled transport, or
- 37 e) Fails to appear for scheduled transport.

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

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

D. Night Rate payment will be authorized by COUNTY whenever the request for such service occurs after 7 p.m. in the evening and before 7 a.m. in the morning.

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

VI. LICENCES

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

VII. PAYMENTS

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

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

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

C. CONTRACTOR may request information from COUNTY concerning addresses of Persons transported by CONTRACTOR and such Person's current eligibility for Federal or State benefits in connection with such transportation only where transportation has been provided to a Person under one

of the defined Service Categories in Subparagraph V. of this Exhibit A of the Contract at the request of an Authorized Agency.

VIII. REIMBURSEMENT

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

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

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

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

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

- a. Patient's name
- b. Date of trip
- c. Pick-up and drop-off times
- d. Pick-up location and destination
- e. Amount billed
- f. Amount collected
- g. Source of revenue: COUNTY; private provider; Medi-Cal; Medicare
- h. Amount to be refunded to COUNTY if payment was made by COUNTY prior to CONTRACTOR receiving payment from any other source.

C. CONTRACTOR shall receive no reimbursement for Dry Runs.

D. Unlisted supplies provided in service of the Contract must be itemized when billed for with an attached manufacturer or supplier invoice showing the wholesale price. An internal company invoice or catalog page shall not be accepted, and such costs shall be deducted from the invoice. The contents of any kit billed for must be listed in the Other "itemized" field of the COUNTY billing form (F272-01.1846.3). Identify items billed on the invoice with an underline, check mark or circle, or the claim may be denied for inadequate documentation.

E. All appeals to reimbursements must be made within thirty (30) days of the date of the subject reimbursement check; after which such reimbursements provided by COUNTY shall be final and not subject to appeal.

F. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to allow CONTRACTOR to submit supplemental invoices for services provided to a Person for whom contracted Medi-Cal rates are not set forth in this Contract.

G. ADMINISTRATOR has sole discretion to negotiate rates on an as needed basis upon mutual contract between ADMINISTRATOR and CONTRACTOR.

IX. REPORTS

A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's activities as they relate to this Contract. ADMINISTRATOR will be specific as to the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

B. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.

X. SPECIFIC SERVICES

CONTRACTOR agrees to provide the following medical transportation services pursuant to the terms and conditions specified in the Contract for Provision of Medical Transportation Services by and between COUNTY and CONTRACTOR dated July 1, 2019 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR as follows at the rates specified below:

A. SERVICE	RATE
1. Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run) (7 a.m. to 7 p.m.)	\$258.00

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1	2. Ambulance service, Basic Life Support (BLS) base rate,	
2	emergency transport, one way (includes allowance for emergency run)	
3	(7 p.m. to 7 a.m.)	308.00
4	3. Response to call (day and evening), 2 patients, each patient	37.02
5	4. Mileage one-way per mile.....	3.55
6	5. Out-of-County Transport (over 25 miles one-way).....	358.00
7	6. Out-of-County Transport (over 50 miles one-way).....	458.00
8	7. Out-of-County Transport (over 75 miles one-way).....	558.00
9	8. Out-of-County Transport (over 125 miles one-way).....	658.00
10	9. Out-of-County Transport (over 250 miles one-way).....	758.00
11	10. Out-of-County Transport (over 375 miles one-way).....	858.00
12	11. Compressed air for infant respirator	10.23
13	12. Extra attendant – RN/EMT first hour.	16.44
14	13. Extra attendant – RN/EMT 2nd and 3rd hour each	11.51
15	14. Extra attendant – RN/EMT (each additional hour)	5.25
16	15. Oxygen – per tank.....	9.88
17	16. Neonatal intensive care incubator.....	51.49
18	17. Waiting time over 15 minutes – each 15 minutes	27.00
19	B. Out-of-County Medi-Cal or County funded transports may be eligible for return mileage	
20	reimbursement at the rate set forth above at \$3.55 per mile.	
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EXHIBIT B
CONTRACT FOR PROVISION OF
MEDICAL TRANSPORTATION SERVICES WITH
EASTWESTPROTO, INC.LIFELINE AMBULANCE
MARCH 25, 2020 THROUGH JUNE 30, 2022

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 the 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. The 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 the 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.

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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
5 of 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 the CONTRACTOR, or organized health
15 care arrangement in which COUNTY participates, and the information received as a result of such
16 disclosure 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
18 that an unauthorized person to whom the disclosure was made would not reasonably have been able to
19 retain 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
32 Privacy 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.

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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
15 through 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
21 Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR
22 agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is
23 completed.

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

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

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

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

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

D. SECURITY RULE

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

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

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

E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in 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
5 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
6 the 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,
9 for 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
15 is 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
17 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has
18 been breached.

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

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

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

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

28 G. OBLIGATIONS OF COUNTY

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

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

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

1 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that
2 would 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
10 feasible.

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

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

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

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

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

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EXHIBIT C
 CONTRACT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 EASTWESTPROTO, INC.LIFELINE AMBULANCE
 MARCH 25, 2020 THROUGH JUNE 30, 2022

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 the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the 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 the 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

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

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

9 B. TERMS OF AGREEMENT

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

15 2. Responsibilities of CONTRACTOR
 16 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an 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 the COUNTY.

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