



**PURCHASE OF SERVICE AGREEMENT
BETWEEN
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
AND
COASTAL REGIONAL COMMISSION**

THIS AGREEMENT made and entered into this day of _____ 2025 between the Effingham County Board of Commissioners, supporting the Springfield Senior Citizens Center, at 128 New Stillwell Rd. Springfield, GA 31328, hereinafter referred to as the **PURCHASER**, and Coastal Regional Commission, hereinafter referred to as the **PROVIDER**.

WHEREAS, the **PROVIDER'S** coordinated transportation program is a rural public shared ride, curb- to-curb advance request service which meets the requirements of the Georgia Department of Transportation's (GDOT) FTA Section 5311 program, available to all persons within the ten-counties of the coastal region; Camden, Glynn, McIntosh, Liberty, Bryan, Bulloch, Long, Chatham, Effingham, and Screven counties; and

WHEREAS, the **PROVIDER'S** coordinated transportation program meets the requirements for providing transportation services for elderly persons and persons with disabilities in accordance with the Georgia Department of Human Services (DHS) State Management Plan, within the nine-counties of the coastal region; Camden, Glynn, McIntosh, Liberty, Bryan, Bulloch, Long, Chatham, and Effingham, and

WHEREAS, the **PURCHASER** has a need to offer transportation services to their clients/customers; and

WHEREAS, the **PROVIDER** will respond to the current needs of its community by providing transportation services for the **PURCHASER's** clients/customers as identified by the **PURCHASER**, except for the days referenced in **Attachment B**.

NOW, THEREFORE, in consideration for the promises and mutual covenants hereinafter, it is agreed as follows:

ARTICLE I: PROVIDER AND PURCHASER JOINTLY AGREE

- A. The service offered to **PURCHASER** will be an extension of the **PROVIDER's** coordinated regional rural transit 5311 system open to the public, DHS clients and other riders; **PROVIDER** will also provide specific transportation services as requested or needed by **PURCHASER**.
- B. The **PURCHASER** will be the sole entity responsible for scheduling trips for their clients/customers with the **PROVIDER**. Trips will be scheduled at a minimum of twenty-four (24) hours in advance and have confirmed appointment, place, time, and estimated return trip.
- C. The **PROVIDER** will be responsible for furnishing drivers, vehicles, maintenance and repair of vehicles, insurance and all other costs for the vehicles used to carry out this Agreement. Drivers can assist passengers with entering and/or exiting the bus as requested; however, they are not permitted to leave the line of sight of the bus at any time. Drivers cannot assist the passengers into

buildings, up ramps, or into their homes. Passengers must have someone to assist them at their destination, if needed.

- D. The PROVIDER has adopted the DOT/FTA SUBSTANCE ABUSE TESTING POLICY AND PROGRAM FOR PUBLIC TRANSIT OPERATIONS and all safety sensitive personnel assigned to the operations of this Agreement will adhere to that policy.
- E. The PROVIDER will maintain insurance coverage during the term of this agreement to include owned, non-owned, and hired vehicles with a single limit of \$1,000,000.00 each accident and \$2,000,000.00 general aggregate and workers compensation coverage of \$1,000,000.00
- F. The PURCHASER and their employees are to be held harmless for any claim growing out of any action performed by the PROVIDER, its agents, employees, or any of its sub-contractors under any provision of this Agreement.
- G. The PROVIDER shall not be liable to PURCHASER for any failure, delay, or interruption of services, or for failure or delay in the performance of the Agreement due to acts of God, fire, riot, governmental restrictions, enemy actions, civil commotion, or other similar acts or conditions beyond reasonable control of the PROVIDER.
- H. The PROVIDER will not assign, transfer, or delegate to another party the services offered herein without the express prior written consent of the PURCHASER.

ARTICLE II: PERIOD OF PERFORMANCE

The transportation service provided pursuant to this agreement shall begin on the ____day of ____ and shall continue until the **30th day of June 2026**. This agreement can be renewed upon a written agreement signed by both parties.

ARTICLE III: NOTICE

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand, or three calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

A. PURCHASER:

(PURCHASER's Name)

Attention: _____

B. PROVIDER:

Coastal Regional Commission
Attention: Dionne Lovett, Executive Director
1181 Coastal DR SW
Darien, GA 31305

ARTICLE IV: SCHEDULING, CANCELLATIONS, NO-SHOWS, SAFETY RULES

The PURCHASER will be the sole entity responsible for scheduling and canceling trips for their clients/customers with the PROVIDER.

- A. Trips will be scheduled at a minimum of twenty-four (24) hours in advance and have confirmed appointment, place, time, and estimated return trip by contacting our Call Center at 1-866-543-6744.
- B. Cancellations must be requested by the PURCHASER by NOON (12:00pm) the day prior to the scheduled trip. A copy of the Cancellation and No-Show Policy is included as ATTACHMENT C.
- C. Any trips requested by the PURCHASER but not canceled as required will be recorded as a no-show and charged at a rate of 1 hour or the full time scheduled, whichever is lower.
- D. All clients/customers transported must abide by the PROVIDER's Safety Rules and Regulations, included as Attachment A.

ARTICLE V. COMPENSATION

The **PURCHASER** will compensate the **PROVIDER** for the services requested in accordance with Article I. The **PURCHASER** will be responsible for all trips provided, as well as any no-shows, which shall be paid in accordance with the following:

- A. The PURCHASER has agreed to an amount of \$50 per hour, per bus utilized, for this trip. A minimum of one (1) hour per bus will be charged, regardless of the length of time for the trip. Trips exceeding one (1) hour will be rounded up to the nearest 15 minutes interval.
- B. The PROVIDER will invoice the PURCHASER after trip completion.
- C. Payment is due within 30-days upon receipt of an invoice in the full amount. Failure to make timely payment to the PROVIDER may result in suspension of transportation service until paid in full.
- D. Invoices shall be submitted to:

(PURCHASER's Name)

Attention: _____

- E. Payments shall be made to:
Coastal Regional Commission
Attention: Lena Geiger, Finance Director
1181 Coastal DR SW
Darien, GA 31305

ARTICLE VI: CONFIDENTIALITY REQUIREMENTS

The Parties to this Agreement agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its amendments, rules, procedures, and regulations.

ARTICLE VII: ASSURANCES-FEDERAL AND STATE LAWS, RULES, REGULATIONS AND STANDARDS

The PROVIDER assures that all work done as part of this agreement will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations for providing transportation services funded in parts through the Georgia Department of Transportation and

the Georgia Department of Human Services and assumes responsibility for full compliance with all such laws, rules and regulations.

ARTICLE VIII: COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS

The **PROVIDER** verifies that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC§ 1324a, Unlawful Employment of Aliens and OCGA § 13-10-91, the Georgia Security and Immigration Compliance Act, regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States.

The **PROVIDER** verifies that it is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

ARTICLE IX. LIABILITY OF PURCHASER

To the extent allowed by Georgia law, the PURCHASER shall be responsible and liable for, and it shall hold the PROVIDER harmless from and against any and all suits, legal proceedings, claims, demands, damages, cost and expenses, including attorney fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent or wrongful error, omission or act of the PURCHASER or anyone acting in its behalf in connection with or incident to this Agreement, or as a result of any failure of the PURCHASER to properly carry out its responsibilities under this Agreement.

ARTICLE X: NONCOMPLIANCE, MODIFICATION, OR TERMINATION

In the event of the PROVIDER and/or the PURCHASER's non-compliance with the requirements of this Agreement, the compliant party may terminate this Agreement immediately.

- A. Either party may terminate this Agreement without cause by giving the other party thirty (30) days advance written notice.
- B. The PROVIDER shall only be entitled to compensation for any trips completed on said Agreement up to the date of termination of this Agreement. Furthermore, upon termination, the PROVIDER shall be released from its said responsibilities for the completion of the Agreement.
- C. All modifications and changes to the Agreement shall be in writing and may be altered only by a written "Amendment" signed by both Parties.

ARTICLE XI: CONFLICT RESOLUTION

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through personal negotiations between senior management of the parties.

ARTICLE XII: SEVERABILITY

A determination that any provision of this Agreement is not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

ARTICLE XIII: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or Agreements. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Agreement shall in any way be binding or of effect between the Parties.

ARTICLE XIV: ATTACHMENT INCLUSION

This Agreement includes attachments as listed below, which are hereto attached:

Attachment A Safety Rules and Regulations

Attachment B PROVIDERS Holiday Schedule

Attachment C Cancellation and No-Show Policy

Attachment D Business Association Agreement (if applicable)

(This space is left intentionally blank; signatures on the following page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

(PURCHASER'S NAME)

By: _____

Date: _____

Attest: _____

Date: _____

COASTAL REGIONAL COMMISSION

By: _____

Dionne Lovett, Executive Director

Date: _____

By: _____

Rosa Romeo, Chair

Date: _____

ATTACHMENT A

Safety Rules and Regulations

Safety is our top priority for the general safety of the passengers and staff.

1. Seat belts must be used at all times.
2. Children 18 and under must have a signed parental waiver. Minors aged 14-18 may ride alone with a signed parental waiver. Children under 14 must ride with an adult.
3. Child car seats must be used for children 5 and under. Parents are responsible for providing and correctly installing seats before the trip.
4. Service animals are permitted. Other pets are not.
5. Please limit packages to no more than what the passenger can carry. Packages must be stored under the seat or in the back of the bus to avoid an unsafe or hazardous entering and exiting by passengers. Aisles must remain clear. Bus drivers are not permitted to assist passengers in carrying packages on or off bus and/or to residences.
6. No smoking, eating, or drinking allowed in the coaches at any time.
7. Weapons are not permitted.
8. Absolutely no alcohol or illegal drugs allowed. Riders who appear to be under the influence of alcohol or other drugs may be denied transportation service.
9. No hazardous, combustible chemicals or flammable chemicals are allowed at any time on vehicles.
10. Inappropriate behavior which presents a danger or nuisance to other riders or transit staff will not be tolerated. This includes but is not limited to: verbal or physical abuse, violence, offensive language, gestures, or threats.
11. Adequate time for loading and unloading is given.
12. The driver will wait at the scheduled pickup point for 5 minutes. Riders should make every effort to be ready and wait at the scheduled pickup time.
13. The use of radios, cellphones, and any similar devices must be with headsets.
14. No school bus service will be provided.
15. Demand response public transit cannot guarantee daily transport for work commuters.

ATTACHMENT B

Holiday Schedule

Transportation Services will not be provided on designated holidays observed by the PROVIDER:

New Years Day

Labor Day

Martin Luther King's Birthday

Columbus Day

Good Friday Holiday

Veterans Day

Memorial Day

Thanksgiving Day

Juneteenth

Christmas Eve / Christmas Day

Independence Day

ATTACHMENT C

Cancellation and No-Show Policy

Cancellations-

The PURCHASER must contact the Call Center at 1-866-543-6744 to request to cancel a trip by NOON (12:00pm) the day prior to the scheduled trip, in order to avoid a no-show trip charge.

No-Shows

A passenger who is not at the appointed pick-up location at the estimated time, and the trip has not been cancelled according to policy, is considered a no-show.

The driver must wait 5 minutes after the appointed pick-up time before a passenger is considered a no-show.

When a passenger is a no-show on leg A of the trip, leg B (if one was ordered) is automatically cancelled.

The PROVIDER will notify the PURCHASER of any no-show within 3 business days.

After 3 consecutive no-shows and notifications to the PURCHASER, the passenger is suspended and all future trips in the system are canceled. The PROVIDER does not attempt to transport the passenger again until the PURCHASER has discussed the repeated no-shows with the passenger.

ATTACHMENT D

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, _____ (herein after referred to as "PURCHASER") and Coastal Regional Commission (herein after referred to as "**CONTRACTOR**") have entered into the attached Agreement, whereby **CONTRACTOR** will provide functions, activities, or services to PURCHASER involving the use of Protected Health Information ("PHI") as defined by Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, **PURCHASER** is required by HIPAA to enter into a Business Associate Agreement with entities which provide functions, activities, or services on behalf of **PURCHASER** involving the use of PHI;

NOW, THEREFORE, in consideration of the mutual promises contained herein, **PURCHASER** and **CONTRACTOR** agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA and Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH, now and as they may be amended in the future. Together HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and the Security Rule."
2. Subject to the limitations of this Agreement, **CONTRACTOR** may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by **PURCHASER**.
3. **CONTRACTOR** warrants that the individuals described on Attachment D-1 require access to PHI in order to perform services under the Contract. **CONTRACTOR** shall update Attachment D-1 as necessary.
4. **CONTRACTOR** warrants that the individuals described on Attachment D-2 require access to **PURCHASER** information system in order to perform services under the Contract. **CONTRACTOR** shall notify **PURCHASER** no less than 24 hours in advance if any other individuals will need access to **PURCHASER** information system.
5. **CONTRACTOR** warrants that only individuals designated by title or name on Attachments D-1 and D-2 will request or access PHI from **PURCHASER** that they will only do so in the performance of services under the Contract, and that these individuals will only request the minimum necessary amount of information in order to perform those services.
6. The parties agree that **CONTRACTOR** is a "Business Associate" to **PURCHASER** within the meaning of the Privacy and Security Rule. **CONTRACTOR** shall comply with all obligations of the Privacy Rule and Security Rule that apply to **PURCHASER**, and shall comply with all Privacy Rule and Security Rule requirements that apply to Business Associates. **CONTRACTOR** further warrants that it maintains and follows written policies and procedures to achieve and maintain compliance with the Privacy and Security Rules that apply to Business Associates, and that it will update such policies and procedures as necessary in order to comply with the and changes to the Privacy and Security Rules. These policies and procedures, and evidence of their implementation, shall be provided to **PURCHASER** upon request.

7. All communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At **PURCHASER**:

Name	Title
email	Phone

B. At **CONTRACTOR**:

Dionne Lovett, Executive Director

dlovett@crc.ga.gov (912) 247-7875

8. **CONTRACTOR** further agrees:

A. **CONTRACTOR** will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or law.

B. **CONTRACTOR** will establish, maintain and use appropriate administrative, physical, and technical safeguards to prevent loss, use, or disclosure of the PHI other than as provided for by this Agreement, the Contract, or law.

C. **CONTRACTOR** will implement and use administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of **PURCHASER**.

D. In addition to the safeguards described above, **CONTRACTOR** shall impose access controls that restrict access to PHI to the individuals listed on D-1 and D-2, as amended from time to time.

E. **CONTRACTOR** will password-protect and encrypt all electronic PHI for transmission and for storage on portable computers and media devices.

F. **CONTRACTOR** will mitigate, to the extent practicable, any harmful effects that result from a loss, use, or disclosure of PHI by **CONTRACTOR** in violation of the requirements of this Agreement, the Contract, or law. **CONTRACTOR** shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft (including name, date of birth, and Social Security Number.)

G. **CONTRACTOR** will maintain a written Business Associate Agreement with any agent or subcontractor that will create, receive, maintain, or transmit on **CONTRACTOR**'s behalf any PHI pertaining to **PURCHASER**. Such Agreement shall provide that **CONTRACTOR**'s agent or subcontractor agrees to the same restrictions and conditions of this Agreement with respect to PHI that **CONTRACTOR** receives from **PURCHASER**, and that **CONTRACTOR**'s agent or subcontractor assumes the same duties with regard to the PHI that **CONTRACTOR** has assumed under this Agreement. **CONTRACTOR** further agrees that if it becomes aware of a pattern of activity or practice of its agent or subcontractor that constitutes a material breach or violation of its agreement with **CONTRACTOR**, then **CONTRACTOR** shall take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.

H. **CONTRACTOR** will immediately report to **PURCHASER** any "Breach" as defined by 45 CFR 164.402, and any known or suspected loss, use, or disclosure of PHI that is not authorized by this Agreement, the Contract, or law.

I. Make an initial report to **PURCHASER** in writing in such form as **PURCHASER** may require within three business days after **CONTRACTOR** learns of a suspected unauthorized loss, use, or disclosure of PHI. This report will include the following:

I. The nature of the loss, use, or disclosure, a brief description of what happened, the date it occurred, and the date **CONTRACTOR** discovered the incident;

II. The specific data points of PHI involved in the loss, use, or disclosure;

III. The names of all persons with knowledge of the loss, use, or disclosure, and the names or categories of persons who may have obtained access to the PHI as a result;

IV. The corrective or investigative actions taken or to be taken in order to mitigate harmful effects, and to prevent further losses, uses, or disclosures;

V. Recommended protective actions to be taken by individuals whose PHI may have been lost, used, or disclosed; and

VI. Whether **CONTRACTOR** believes that the loss, use, or disclosure constitutes a Breach.

J. **CONTRACTOR** will, upon request by **PURCHASER** HIPAA Privacy Officer or **PURCHASER** HIPAA Security Officer, provide a complete report of the Breach to **PURCHASER** including a root cause analysis and a proposed corrective action plan. Upon request by **PURCHASER**, **CONTRACTOR** shall implement the corrective action plan and provide proof of implementation.

K. **CONTRACTOR** will report to **PURCHASER** HIPAA Privacy Officer and **PURCHASER** HIPAA Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in **CONTRACTOR**'s information systems as soon as practicable but in no event later than three business days of discovery.

L. **CONTRACTOR** will cooperate with **PURCHASER** and provide assistance necessary for **PURCHASER** to determine whether a Breach has occurred, and whether notification of the Breach is legally required or otherwise appropriate.

M. If **PURCHASER** determines that a Breach has occurred as a result of **CONTRACTOR**'s loss, use, or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rule, then **CONTRACTOR** will provide all required notices to affected individuals, the Secretary of the U. S. Department of Health and Human Services and the media, at **CONTRACTOR**'s expense and in accordance with 45 C.F.R. Part 164 subpart D. Such notices shall be submitted in advance to **PURCHASER** HIPAA Privacy Officer for approval.

N. **CONTRACTOR** will honor requests by **PURCHASER** or by an individual for access to the individual's own PHI in accordance with 45 CFR 164.524; to make PHI available for amendment, and to incorporate such amendments into a designated record set in accordance with 45 CFR 164.526; to provide an accounting of all disclosures of the individual's PHI in accordance with 45 CFR 164.528; to document any such requests and the **CONTRACTOR**'s response; and to notify **PURCHASER** as soon as practicable of any such requests.

O. **CONTRACTOR** will provide access to the Secretary of the U.S. Department of Health and Human Services to **CONTRACTOR's** books and records and policies, practices, or procedures relating to the use and disclosure of PHI received from **PURCHASER**, or created or received by **CONTRACTOR** on behalf of **PURCHASER**.

P. In addition to any indemnification provisions in the Contract, **CONTRACTOR** will indemnify **PURCHASER** from any loss or liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of **CONTRACTOR** or its employees, agents, or subcontractors. Such liability will include without limitation all actual and direct costs, settlement payments, damages awarded, civil penalties, litigation expenses, and attorneys' fees incurred by **PURCHASER**.

9. Unless otherwise provided by law, **PURCHASER** agrees that it will:

A. Notify **CONTRACTOR** of any new limitation in **PURCHASER's** Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if such limitation will affect **CONTRACTOR's** use or disclosure of PHI.

B. Notify **CONTRACTOR** of any change in, or revocation of, permission by an individual for **PURCHASER** to use or disclose PHI if such change or revocation will affect **CONTRACTOR's** use or disclosure of PHI.

C. Notify **CONTRACTOR** of any restriction regarding its use or disclosure of PHI that **PURCHASER** has agreed to in accordance with the Privacy Rule if such restriction will affect **CONTRACTOR's** use or disclosure of PHI.

D. Before agreeing to any changes in or revocation of permission by an individual, or any restriction to use or disclose PHI, **PURCHASER** will contact **CONTRACTOR** to determine feasibility of compliance. **PURCHASER** agrees to assume all costs incurred by **CONTRACTOR** in compliance with such special requests.

10. The effective date of this Agreement shall be the same as that of the Contract. Unless otherwise terminated, this Agreement shall continue until all of the PHI provided by **PURCHASER** to **CONTRACTOR**, or created or received by **CONTRACTOR** on behalf of **PURCHASER**, is destroyed or returned to **PURCHASER**.

A. Termination for Cause. Upon violation of a material term of this Agreement by **CONTRACTOR**, **PURCHASER** may provide an opportunity for **CONTRACTOR** to cure the breach and, if **CONTRACTOR** fails to cure the breach, terminate the contract upon 30 calendar days' notice.

B. Termination for Convenience. In the event that the Contract is terminated for any reason, then **PURCHASER** may terminate this Agreement for convenience.

C. Effect of Termination.

D. Upon termination of this Agreement, **PURCHASER** shall determine whether return or destruction of PHI is feasible. If so, then **CONTRACTOR** shall at the direction of **PURCHASER** either destroy the PHI or to return it to **PURCHASER**, keeping no copies. If **PURCHASER** determines that return or destruction is not feasible, then **CONTRACTOR** shall continue to extend the protections of this Agreement to the PHI for as long as **CONTRACTOR** maintains the PHI, and shall limit the use and disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.

11. The obligations imposed upon **CONTRACTOR** with respect to its care, use, and disclosure of PHI, and its duty to comply with the Privacy and Security Rule with regard to such PHI, shall survive the termination of this Agreement and the termination or completion of the Contract.

12. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than **PURCHASER** and **CONTRACTOR**.

13. This Agreement is intended to supplement, and not to diminish or alter, the terms and conditions of the Contract.

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

COASTAL REGIONAL COMMISSION

By: _____
SIGNATURE DATE

Dionne Lovett
PRINTED NAME

Executive Director
TITLE:

ATTACHMENT D-1

Individuals Permitted to Receive, Use, and Disclose the CIID Pm

The following individual, as employees or agents of **CONTRACTOR**, need access to **PURCHASER** Protected Health Information in order for **CONTRACTOR** to perform the services described in the Contract:

- Title:
- Title:
- Title:
- Title:
- Title:

Approved methods of secure delivery of PHI between **CONTRACTOR** and **PURCHASER**:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by **PURCHASER** HIPAA Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

CONTRACTOR must update this list as needed and provide the updated form to **PURCHASER**. Use of **PURCHASER** Protected Health Information by individuals who are not described on this Attachment D-1, as amended from time to time, is a violation of the Agreement.

ATTACHMENT D-2

Part 1:

Please initial beside the correct option. Please select only one option.

☐ **CONTRACTOR DOES NOT** need any user accounts to access **PURCHASER** Information Systems. Do not complete Part 2 of this form.

☐ **CONTRACTOR DOES** need user accounts to access **PURCHASER** Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that **CONTRACTOR DOES** need any user accounts to access **PURCHASER** Information Systems. Please attach additional pages if needed.

The following individuals, as employees or agents of **CONTRACTOR**, need access to **PURCHASER** Information Systems containing **PURCHASER** Protected Health Information in order for **CONTRACTOR** to perform the services described in the Contract:

Full name	Employer	PURCHASER Health System	Type of Access (Read/Write, Read only)

PURCHASER must submit a completed Network Access Request Form for each individual listed above, and for anyone who might later be added to this list.

CONTRACTOR must notify **PURCHASER** identified in the Contract immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement.

CONTRACTOR must update this Attachment D-2 as needed and provide the updated form to **PURCHASER**.