

LETTER OF AGREEMENT FOR TRANSPORTATION SERVICES

THIS LETTER OF AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the LIVINGSTON COUNTY COMMUNITY MENTAL HEALTH AUTHORITY, whose administrative offices are located at 622 E. Grand River Avenue, Howell, Michigan 48843 (hereinafter referred to as the "LCCMHA" or "CMHSP"), and **Livingston Essential Transportation Service**, whose administrative offices are located at 3950 W. Grand River, Howell, Michigan 48843 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the CMHSP is a Community Mental Health Authority (CMHA) established by the Board of Commissioners of the County of Livingston pursuant to Act 258 of the Public Acts of 1974, as amended (hereinafter referred to as the "Mental Health Code"); and,

WHEREAS, under the authority granted by Section 116 (2)(b) and 3(e) and Section 228 of said Code, the Michigan Department of Community Health (hereinafter referred to as the "MDCH") entered into, effective October 1, 2002, a MDCH/CMHSP Managed Mental Health Supports and Services Contract for General Funds with the CMHSP as the community mental health services program of the County of Livingston; and

WHEREAS, pursuant to Section 226(1)(h) of said Code, the Washtenaw Community Health Organization, the Livingston County Community Mental Health Authority, the Lenawee Community Mental Health Authority, and the Monroe Community Mental Health Authority have entered into an Affiliation Agreement pursuant to the Intergovernmental Contracts Between Municipal Corporations Act, MCL 124.1 et seq., for the purpose of establishing a legal mechanism for the preparation, submission, and implementation of a Consolidated Application for Participation to the MDCH for a Medicaid Inpatient Prepaid Health Plan (PIHP); and

WHEREAS, the MDCH has approved a Consolidated Application and the Community Mental Health Partnership of Southeast Michigan as the PIHP to contractually manage the 1915(b) Specialty Services Waiver Program and the 1915(c) Habilitation Supports Waiver Program approved by the Federal government and implemented concurrently by the State of Michigan in the designated Medicaid services area of the Counties of Washtenaw, Livingston, Lenawee, and Monroe, and the MDCH entered into, effective October 1, 2002, a MDCH/PIHP Managed Specialty Supports and Services Contract (hereinafter referred to as the "MDCH/PIHP Master Contract for Medicaid Funds") with said Community Mental Health Partnership of Southeast Michigan for the provision of Medicaid mental health and substance abuse services and supports; and

WHEREAS, the Community Mental Health Partnership of Southeast Michigan has entered into a PIHP/CMHSP Medicaid Subcontracting Agreement with each affiliate CMHSP whereby the PIHP subcontracts to the CMHSP, as an affiliate and a Comprehensive Specialty Services Network, to provide the Medicaid mental health specialty supports and services to Medicaid Eligible's within the affiliate CMHSP's specific County in said PIHP Medicaid services area, excepting Washtenaw County; and

WHEREAS, given all of the above, the CMHSP, at its discretion, has the right to direct-operate and/or contract for supports and services to persons who meet the supports/services eligibility criteria in the service area of the County of Livingston; and

WHEREAS, the CMHSP, from time to time, is in need of transportation services from a qualified independent contractor service provider(s) for individual(s) who meets the services eligibility criteria (hereinafter referred to as the "CMHSP's Consumer[s]"); and

WHEREAS, the Provider has been presented to the CMHSP as being in the business of providing transportation services and as being licensed, qualified and willing to provide such independent contractor transportation services as required by the CMHSP under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED by the CMHSP and the Provider as follows:

1. The purpose of this Letter of Agreement is to set forth the terms and conditions whereby the CMHSP shall secure transportation services from the Provider and the Provider agrees to perform said services for the CMHSP's Consumer(s) and to be reimbursed by the CMHSP for said services.
2. This Letter of Agreement shall commence on the 1st day of January, 2021 and shall continue until the 31st day of December, 2023.
3. Nothing in this Letter of Agreement shall be construed as requiring either the CMHSP or the Provider to extend or renew this Letter of Agreement or to enter into any subsequent agreements.
4. Notwithstanding any other provision in this Letter of Agreement to the contrary, either the CMHSP or the Provider may terminate this Letter of Agreement for any reason by providing the other party with Sixty (60) days prior written notification. Any material breach of this Letter of Agreement may result in either party's immediate termination of this Letter of Agreement, with said termination effective as of the date of delivery of written notification to the other party. Any termination of this Letter of Agreement shall not relieve either party of the obligations incurred prior to the effective date of such termination.

5. The Provider shall furnish the CMHSP with proof of said Provider's authority to conduct business in the State of Michigan and in what business capacity. The Provider shall obtain and maintain all approvals, accreditations, certifications and licenses required by the CMHSP to provide transportation services pursuant to this Letter of Agreement. If any such license, certification, accreditation, or authorization is ever suspended, restricted, revoked, or expires and is not renewed, the Provider shall immediately notify the CMHSP, in writing.
6. The Provider shall provide transportation services, as specified and delineated in the attached document labeled "Attachment A: SCOPE OF INDEPENDENT CONTRACTOR SERVICES" which is incorporated by reference into this Letter of Agreement and made a part hereof, to CMHSP's Consumer(s) as authorized hereunder by the CMHSP's Chief Executive Officer (hereinafter referred to as "CMHSP's CEO") or said CEO's designated representative. The Provider shall furnish and utilize its own equipment, tools, materials, and supplies that it deems necessary to perform the services hereunder. The Provider shall exercise independent control over its services, including the manner or methods of services, service duties or tasks, and the service procedures thereof.
7. For the period that this Letter of Agreement is in effect, the Provider shall be paid by the CMHSP as reimbursement for the Provider's services rendered hereunder, as specified and delineated in the attached document labeled "Attachment B: BILLING OF AND PAYMENTS FOR VALID SERVICE REIMBURSEMENT CLAIMS" which is incorporated by reference into this Letter of Agreement and made a part hereof. Valid claims payments made by the CMHSP to the Provider for CMHSP's-authorized services to the CMHSP's Consumer(s) pursuant to this Letter of Agreement shall be considered payments in full. It is expressly understood and agreed by the parties hereto that the Provider shall not seek or collect any service fee payments directly from the CMHSP's Consumer(s) or legal guardian, parent(s) or other relatives, for the Provider's services rendered under this Letter of Agreement.
8. This Letter of Agreement shall be construed according to the laws of the State of Michigan. The Provider shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations while rendering services pursuant to this Letter of Agreement. The Provider agrees to implement all administrative, physical, and technical safeguards necessary to reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI received from, or created or received by Provider on behalf of, CMHSP in accordance with CMHSP policies and applicable state and federal laws. These safeguards apply to PHI in any form or medium. Specifics related to the Business Associate relationship between the parties are set forth in Attachment C.
9. In providing services under this Letter of Agreement, the Provider shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Letter of Agreement.

10. The Provider shall maintain CMHSP-required service documentation and payroll records and other time keeping records sufficient to document the provision of services required hereunder. Service and financial records and supporting documentation of the Provider must be retained and be available for audit, review or evaluation purposes for seven (7) years after the termination of this Letter of Agreement.
11. All aspects of this Letter of Agreement covered by confidentiality provisions of Federal and State laws and by policies of the CMHSP shall be adhered to by the parties hereto. As required by law, the parties to this letter of Agreement shall not discriminate against a person to be served or an employees or applicant for employment with respect to hire, tenure, terms conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. The parties to this Letter of Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules regulations and policies prohibiting discrimination, including, but not limited to, the following:
 - A. Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
 - B. The Persons with Disabilities Civil rights Act, 197 PA 220, as amended.
 - C. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 3, and regulations promulgated thereunder.
 - D. The Americans with Disabilities Act of 1990, PI 101-336, 104 Stat 327 (47 USC § 1201 *et seq*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement

12. It is expressly understood and agreed by the parties hereto that the Provider is an independent contractor. The Provider, its officers, employees, servants and agents shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants or agents of the CMHSP and shall not be entitled to any fringe benefits from the CMHSP, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, and longevity. The Provider shall be solely responsible for compensating its officers, employees, servants, and agents and for withholding and payment of all applicable taxes. The Provider, as required by law, shall be solely responsible for providing workers' compensation coverage and unemployment insurance coverage for its employees.
13. Each party to this Letter of Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation which may arise from the performance of this Letter of Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

Nothing herein shall be construed as a waiver of any public or governmental immunity granted to the CMHSP, representatives of the CMHSP, **LIVINGSTON ESSENTIAL TRANSPORTATION SERVICE**, the County of Livingston and/or any elected, appointed officer or employee of such parties as provided by applicable statutes and/or court decisions.

14. Each party to this Letter of Agreement shall maintain liability insurance and such other insurance as it deems appropriate for its own protection during the term of this Letter of Agreement. It is specifically understood and agreed that neither party shall provide insurance coverage for the other party pursuant to this Letter of Agreement.
15. It is expressly understood and agreed by the parties hereto that this Letter of Agreement shall be non-exclusive and that this Agreement is not intended and shall not be construed to prevent either party from concurrently and/or subsequently entering into and maintaining similar agreements with other public or private entities for similar or other services.
16. No failure or delay on the part of any of the parties to this Letter of Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
17. The Provider shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Letter of Agreement without the prior written approval of the CMHSP.
18. Modifications, amendments, or waivers of any provision of this Letter of Agreement may be made only with the written mutual consent of the CMHSP and the Provider.
19. This Letter of Agreement and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Letter of Agreement or any part thereof shall have any validity or bind either of the parties hereto.
20. If any provision of this Letter of Agreement is found to be in conflict with Federal or State law, that provision will be subordinate to the law. The other provisions of this Letter of Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Letter of Agreement.
21. This Letter of Agreement is not intended by the CMHSP or the Provider to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

22. The persons signing this Letter of Agreement on behalf of the parties hereto certify by said signature that they are duly authorized to sign this Letter of Agreement on behalf of said parties and that this Letter of Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

**LIVINGSTON COUNTY
COMMUNITY MENTAL HEALTH
AUTHORITY**

_____ Date

Constance Conklin
Executive Director

**COUNTY of LIVINGSTON FOR
LIVINGSTON ESSENTIAL
TRANSPORTATION SERVICE**

_____ Date

Carol S. Griffith – BOARD Chair
County Board of Commissioners

Foster, Swift, Collins & Smith, P.C.

Approved as to form:



October 12, 2020

ATTACHMENT A

SCOPE OF INDEPENDENT CONTRACTOR SERVICES

It is expressly understood and agreed by the parties hereto that the Provider's transportation services to be provided to the CMHSP's Consumer(s) for subsequent reimbursement from the CMHSP for valid claims under this Letter of Agreement shall include the following:

- Date of services
- Consumer ID
- Name of Consumer
- Transportation Code A0120
- Number of trips per day per consumer

ATTACHMENT B

BILLING OF AND PAYMENTS FOR VALID SERVICE CLAIMS

As reimbursement for the CMHSP preauthorized transportation services that have been rendered by the Provider, the Provider shall be paid by the CMHSP FIVE DOLLARS and FIFTY CENTS (\$5.50) per one way trip per Consumer.

The Provider shall submit claims electronically, in the manner and at the times prescribed by the CMHSP's CEO. The CMHSP shall adjudicate service claims to the Provider once per month. The Provider's submittal of an electronic claim hereunder shall constitute the Provider's verification that the required services and documentation have been completed, in compliance with the reimbursement requirements of the CMHSP, and is on file.

BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made between Livingston County Community Mental Health Authority ("LCCMHA") and **Livingston Essential Transportation Services** ("Business Associate"). The LCCMHA is a covered entity (LCCMHA shall hereafter be referred to as the "Covered Entity") under the Health Insurance Portability and Accountability Act of 1996, its amendments and implementing regulations ("HIPAA").

Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from Covered Entity, or created by Business Associate on behalf of Covered Entity. Therefore, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement ("BAA").

1. **Definitions**: For purposes of this BAA, any terms used herein, unless otherwise defined, shall have the same meanings as used in the Privacy and Security Standards of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) and its implementing regulations ("HITECH").
2. **Scope and Interpretation**: The terms and conditions of this BAA shall supplement and amend all agreements and relationships between the parties ("Base Agreement" or collectively "Base Agreements") which provide for Business Associate's receipt, transmission, maintenance, creation, Use and Disclosure of PHI, in any form or medium, including electronic PHI, in Business Associate's capacity as a "Business Associate" to the Covered Entity. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with HIPAA. In case of any inconsistency or conflict between the Base Agreement(s) and the terms and conditions of this BAA, the terms and conditions of this BAA shall control. Except as supplemented and/or amended, the terms of the Base Agreement(s) shall continue to apply and effect to govern the matters addressed in the Base Agreement(s).
3. **Compliance with Applicable Law**: Beginning with the relevant effective dates, to the extent Business Associate meets the definition of a "Business Associate" of Covered Entity as such term is defined under HIPAA, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH and other related laws, for so long as Business Associate uses, possesses, accesses or maintains Protected Health Information ("PHI").
4. **Permissible Use and Disclosure of Protected Health Information**: In addition to the uses and disclosures permitted by the Base Agreement, Business Associate may use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either reason above, prior to making any such disclosure, Business Associate shall obtain: (a) reasonable assurances from the receiving

party that such PHI will be held confidential and be disclosed only as Required By Law in accordance with HIPAA or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. **Limitations on Uses and Disclosures of PHI:** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Base Agreement or this BAA, or as Required By Law. All uses and disclosures of, and requests by Business Associate for, PHI are subject to the Minimum Necessary rule of the Privacy Standards and shall be limited to the information contained in a Limited Data Set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH, and any other subsequently adopted guidance.
6. **Required Safeguards To Protect PHI:** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA.
7. **Reporting of Improper Use and Disclosures of PHI:** Business Associate shall report to Covered Entity, within five (5) business days of discovery, a use or disclosure of PHI not provided for in this BAA by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI.
8. **Reporting of Breaches of Unsecured PHI:** Business Associate shall report to Covered Entity, within five (5) business days of discovery, a breach of unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §§ 164.400-414. Business Associate shall fully cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
9. **Mitigation of Harmful Effects:** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA, including, but not limited to, compliance with any state law or contractual data breach requirements.
10. **Agreements by Third Parties:** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI hereunder. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this BAA with respect to such PHI.
11. **Access to Information:** To the extent applicable, within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. §164.524. In the event any individual delivers a request for access to PHI directly to Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity.

12. **Availability of PHI for Amendment:** Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall, within five (5) business days, forward such request to Covered Entity.
13. **Documentation of Disclosures:** Business Associate agrees to document uses and disclosures of PHI and information related to such uses and disclosures as required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
14. **Accounting of Disclosures:** Within ten (10) business days of notice by Covered Entity to Business Associate that Covered Entity has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) year period prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and health care operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days of receipt.
15. **Restrictions:** Business Associate shall comply with any restrictions on disclosure of PHI requested by an individual and agreed to by Covered Entity in accordance with 45 C.F.R. § 164.522.
16. **Security:** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - a. Comply with the security provisions found at 45 C.F.R. §§ 164.308, 310, 312, and 316 in the same manner as such provisions apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - b. Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards in writing to protect such PHI; and
 - c. Report to Covered Entity within five (5) business days any Security Incident of which Business Associate becomes aware and which results in a use or disclosure of electronic PHI in violation of the Base Agreement or this BAA. For those Security Incidents that do not result in a use or disclosure of electronic PHI in violation of the Base Agreement or this

BAA, reports may be made in the aggregate on at least quarterly basis. In this context, the term "Security Incident" shall have the same meaning as such term as defined in 45 CFR 164.304.

17. **Judicial and Administrative Proceedings:** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Business Associate shall notify Covered Entity in writing prior to responding to such request to enable Covered Entity to object. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.
18. **Availability of Books and Records:** Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Standards
19. **Breach of Contract by Business Associate:** In addition to any other rights Covered Entity may have in the Agreement, this BAA or by operation of law or in equity, Covered Entity may, upon a breach or violation of this BAA, provide a reasonable opportunity for Business Associate to cure or end any such violation within the time specified by Covered Entity. If cure is not possible or if the Business Associate does not cure such breach or violation, Covered Entity may immediately terminate the Agreement. Covered Entity's option to have a breach cured shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this BAA or by operation of law or in equity.
20. **Effect of Termination of Agreement:** Upon the termination of the Agreement or this BAA for any reason, Business Associate shall return all PHI created by Business Associate or received from Covered Entity to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, its agents and subcontractors. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination of the Agreement or BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.
21. **Injunctive Relief:** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
22. **Indemnification:** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this BAA.
23. **Owner of PHI:** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI of Covered Entity.

24. **Obligations of the Covered Entity:** Covered Entity shall: (i) notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affect Business Associate's Use or Disclosure of PHI; (ii) notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if and to the extent such changes affect Business Associate's Use and Disclosure of PHI; and (iii) notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect BA's Use or Disclosure of PHI.
25. **Third Party Rights:** The terms of this BAA do not grant any rights to any third parties.
26. **Independent Contractor Status:** For the purpose of this BAA, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
27. **Changes in the Law:** The parties shall amend this BAA to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

This Agreement becomes binding when signed by authorized representatives of both parties.

Livingston County Community Mental Health Authority

By: _____

Name: Constance Conklin

Title: Executive Director

Date: _____

BUSINESS ASSOCIATE:

Livingston Essential Transportation Service

By: _____

Name: _____

Title: _____

Date: _____