

**Memorandum of Understanding Between
The Missouri Department of Social Services
MO HealthNet Division
And
City of Columbia, Missouri**

1. Purpose

- 1.1 This agreement is entered into by the Department of Social Services, MO HealthNet Division (DSS/MHD) and the **City of Columbia, Missouri** (known hereafter as the Government Entity) for the administration of scheduled Title XIX transportation services for MO HealthNet eligible individuals served by the Government Entity to obtain non-emergent but medically necessary, MO HealthNet covered services.
- 1.2 The purpose of this agreement is to make every effort to provide the most efficient and cost effective non-emergency medical transportation (NEMT) services available to Medicaid eligible individuals served by the Government Entity.
- 1.3 The Government Entity shall provide scheduled transportation services for individuals eligible to receive Medicaid on the day services are provided, who have no other transportation resources, to and/or from covered MO HealthNet medical services in the most appropriate, least costly manner.
- 1.4 To be eligible for MO HealthNet coverage of NEMT services, individuals must:
- a. Be a MO HealthNet eligible under a federally matched eligibility category. Individuals eligible under State only eligibility categories: 02, 08, 52, 57, 59, 64, 65, 82 & 91 are not eligible for the MO HealthNet NEMT program. Individuals eligible as Qualified Medicaid Beneficiaries (QMB) are also excluded.
 - b. Have no access to free transportation.
- 1.5 This agreement replaces all other current and preceding agreements.

2. Term of Agreement/Modifications

- 2.1 This agreement shall be effective upon execution by both parties and shall continue in full force until terminated by either party.
- 2.2 The parties agree that any changes to the agreement must be by formal amendment, reviewed, approved and signed by the parties.
- 2.3 The parties agree that no other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the agreement.
- 2.4 Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof after providing a minimum of thirty (30) days written notice to the other party.
- a. In the event federal/state funds are not appropriated, allotted, or available to either party, said party shall provide written notice of termination to the other party at least five (5) days prior to the effective date of termination due to funds not appropriated, allotted, or available.

3. Responsibilities of the Government Entity

3.1 The Government Entity agrees to:

- 3.1.1 Identify MO HealthNet eligible individuals and determine those who do not have access to free NEMT for scheduled medically necessary, MO HealthNet covered services.
- 3.1.2 Require individuals to adhere to the following, to be eligible for MO HealthNet coverage of NEMT services:

- a. Be MO HealthNet eligible under a federally matched eligibility category. Individuals eligible under State only eligibility categories: 02, 08, 52, 57, 59, 64, 65, & 82 are not eligible for the MO HealthNet NEMT program. Individuals eligible as Qualified Medicaid Beneficiaries (QMB) are also excluded.
 - b. Have no access to free transportation.
- 3.1.3. Arrange the most cost-effective, NEMT service appropriate for the needs of the MO HealthNet eligible individual.
- 3.1.4 Provide, as requested by DSS/MHD, the information necessary to request federal funds available under the State MO HealthNet match rate. Information will include at least: Participant name; MO HealthNet departmental client number (DCN); Date of Service; Name of MO HealthNet provider; Name of MO HealthNet NEMT provider and Actual cost of service.
- 3.1.5 Certify to DSS/MHD the provisions of the non-federal share for transportation services via completion of DSS/MHD "Certification of General Revenue". The Government Entity will be required to include this in its Application for Funds from the Department of Social Services MO HealthNet Division (MHD) Title XIX Transportation Operating Assistance Program and Certification of General Revenue (Appendix A) and on each Invoice for MO HealthNet Administration of Transportation (Appendix C).
- 3.1.6 Provide professional, technical and clerical staff to conduct administrative functions necessary for the proper and efficient administration of non-emergency medically necessary transportation.
- 3.1.7 Maintain the confidentiality of participants records and eligibility information received from DSS/MHD and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement. The Government Entity shall not disclose to third parties confidential factual matter provided by DSS/MHD except as may be required by statute, ordinance, or order of the Court, or as authorized by DSS/MHD. The Government Entity shall notify DSS/MHD immediately of any request of such information. The Government Entity shall provide DSS/MHD with copies of all MO HealthNet Daily Trip forms with each monthly administrative claim.
- 3.1.8 Submit its estimated operating cost annually as part of its Estimated Administrative Operating Budget (Appendix B). An estimated cost per unit is determined by dividing the Total Administrative Operating Expense by the estimated total transportation units (mile, trips, etc.). The Government Entity will be allowed a variance of five percent between the estimated cost per unit and the actual cost per unit.
- 3.1.9 Submit administrative claims via Invoice for MO HealthNet Administration of Transportation form (Appendix C) monthly. Claims submitted to DSS/MHD must include a certification that costs have been incurred in the performance of the contract and a record of actual costs. These claims will be certified by signature of the authorized agent of the Government Entity.
- 3.1.10 Submit in March of each year a financial status report which includes the actual net operating cost and actual cost per unit for the current fiscal year's activity. The allowed cost per unit may be adjusted if the variance between the estimated cost per unit and the actual cost per unit is greater than five percent.
- 3.1.11 Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS/DMS any federal share which is deferred or ultimately disallowed or both arising from the administrative claims submitted to DSS/MHD by the Government Entity.
- A. If the Government Entity fails to comply with the nondiscrimination provisions of this Agreement, DSS/MHD shall impose such contract sanctions as it or CMS may determine to be appropriate, including but not limited to:
 - 1) Withholding of payments to transportation agency under the Agreement until the Government Entity complies;
 - 2) Cancellation, termination or suspension of the Agreement, in whole or part, or both.
- 3.1.12 Maintain all necessary documentation for a minimum of six (6) years that supports the administrative claims, actual operating budget and actual cost per unit, and provide the Centers for Medicare and Medicaid Services (CMS) any necessary data for auditing purposes.

- 3.1.13 Consult with DSS/MHD on issues arising out of this agreement. Conduct all activities recognizing the authority DSS/MHD in the administration of the MO HealthNet State Plan on issues, policies, rules and regulations on program matters. MHD, at least annually, will exchange information with the Government Entity regarding policy and procedure relating to the efficient administration of non-emergency medically necessary transportation.
- 3.1.14 Allow DSS/MHD and CMS, or any of their representatives, full access to and the right to examine, during normal business hours and as often as DSS/MHD or CMS deems necessary, all of the Government Entity's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit under the guidelines of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and examine and make excerpts of transcripts from such records and other matters covered by this contract. Such rights shall last for five years beyond the longer of the following periods: (1) the period during which any property acquired with funds provided pursuant to this contract is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (2) the period during which the Government Entity retains ownership or possession of such property.
- 3.1.15 Maintain in amount and form satisfactory to DSS/MHD such insurance as will be adequate to protect the Government Entity in case of accident. If permitted by law, the Government Entity may maintain a self-insurance program in lieu of purchasing insurance coverage. The Government Entity shall verify compliance with this section by submitting a copy of its certificate of insurance, or if self-insures, a copy of its self-insurance plan.
- 3.1.16 To the extent permitted by law, hold harmless and indemnify DSS/MHD, its agents, employees and assigns, from every expense, liability or payment arising out of any negligent act or omission committed in the performance of this contract by the Government Entity, its employees or subcontractors. By execution and performance of this agreement, the Government Entity does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the Government Entity, and the Government Entity's Commissioners, officers, directors, servants, employees, agents, successors or assigns.
- 3.2 The Government Entity shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the Government Entity. These include, but are not limited to:
- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - B. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206 (d));
 - C. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
 - F. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - G. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
 - H. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - I. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - J. Missouri Governor's E.O. #05-30; and

- K. The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided under the agreement.
- 3.2.1 The Government Entity shall comply with all the requirements imposed by the U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Department or Agencies.
 - a. The Government Entity agrees to accept and abide by the terms and conditions of 49 CFR Parts 40, 651, and 653 mandating drug and alcohol testing.
- 3.2.2 In the event that the Government Entity utilizes subcontractors, the following requirements shall apply:
 - A. DSS/MHD reserves the right to approve any subcontractor utilized by the agency for the services/products required herein. In the event DSS/MHD requires prior approval to subcontract, the agency shall provide notification of its intent to subcontract within the timeframe specified by the DSS/MHD.
 - B. All subcontracts shall be subject to the terms and conditions of this agreement. The utilization of a subcontractor shall in no way relieve the Government Entity of the responsibility for providing the services/performance required herein.
- 3.2.3 The Government Entity shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement whether by assignment or novation, without the prior written consent of DSS/MHD.
- 3.2.4 To the extent permitted by law, the Government Entity shall hold DSS/MHD, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the Government Entity under the terms of the agreement.
- 3.3 The agreement shall be interpreted according to the laws of the State of Missouri. To the extent that a provision of the agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the agreement shall remain in force between the parties unless terminated by consent of both the Government Entity and the Department. The Government Entity and DSS/MHD shall comply with all local, state, and federal laws and regulations relating to the performance of this agreement.
 - A. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.
- 3.3.1 The exclusive venue for any legal proceeding relating to or arising out of the agreement shall be in the Circuit Court of Cole County, Missouri.

4. Responsibilities of the DSS/MHD

- 4.1 DSS/MHD agrees to:
 - 4.1.1 Reimburse the Government Entity the Title XIX federal share of actual and reasonable costs established for the provision of medically necessary transportation provided by the Government Entity. Reimbursement is based upon the estimated operating cost of The Government Entity as determined from the Governments Entity's estimated administrative operating budget (Appendix B). The rate of reimbursement for the eligible administration of medically necessary transportation costs will be the Title XIX federal share (50%). The estimated operating cost will be reviewed in March of each year and the estimated cost per unit may be adjusted in March of each year.
 - A. The Government Entity shall not be reimbursed for administration of non-emergency medically necessary medical transportation services incurred prior to the effective date of the Agreement or after the termination of this Agreement. Post audit activities will be conducted by DSS/MHD.

- B. Reimbursement received, as a result of this agreement, shall not be used to reduce the amount the Government Entity has allowed for non-emergency medical transportation of Missouri MO HealthNet eligible individuals or to reduce its existing transportation program.
- 4.1.2 Provide the Government Entity access to the information necessary to properly provide and seek reimbursement for administration of non-emergency medically necessary transportation.
- 4.1.3 Review administrative payments made to the Government Entity to ensure that NEMT services are provided in the most efficient and cost effective manner and that payments do not duplicate other MO HealthNet NEMT payments.
- 4.1.4 Provide written instructions, technical assistance, and necessary consultation to staff of the Government Entity regarding the responsibilities assumed within the terms of this agreement.
- 4.1.5 To the extent permitted by applicable law, hold harmless and indemnify the Government Entity, its Commissioners, directors, officers, employees, agents, and assigns, from every expense, liability of payment arising out of any negligent act or omission committed in the performance of this agreement by DSS/MHD, its employees or subcontractors.
- 4.1.6 No other payments or reimbursements will be made to the Government Entity, other than those specified above.
- 4.2 Invoicing – The Government Entity shall submit a request for reimbursement detailing their costs incurred, as directed by DSS/MHD. The Government Entity shall submit it to DSS/MHD at the following:
Missouri Department of Social Services
MO HealthNet Division-Fiscal and Administrative Section
P.O. Box 6500
Jefferson City, MO 65102-6500
- 4.3 Payments – DSS/MHD will pay the Government Entity after receipt of a valid and approved reimbursement request.

5. Confidentiality

- 5.1 All discussions with the Government Entity and all information gained by the Government Entity as a result of the Government Entity's performance under the agreement shall be confidential, to the extent required by law.
- 5.2 The Government Entity shall release no reports, documentation or material prepared pursuant to the agreement to the public without the prior written consent of the DSS/MHD, unless such disclosure is required by law.
- 5.3 If required by the DSS/MHD, the Government Entity and any required Government Entity personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 5.4 The Government Entity shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the DSS/MHD other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - A. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
 - B. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - C. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
 - D. Policies and procedures implemented by the Government Entity to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
 - E. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

5.5 HIPAA: The Department of Social Services (DSS) is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. For the purposes of this agreement, contract shall mean agreement.

a. The Government Entity shall be a "Business Associate" of DSS, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A. For purposes of the Business Associate Agreement, the term "contractor" shall refer to Government Entity.

6. **Government Entity Information:** *The Government Entity shall provide the following information:*

Contact Person Name (Printed): **Dale Lynn**
Email Address: **dale.lynn@como.gov**
Street Address: **126 N. Tenth St.**
City, State, Zipcode **Columbia, MO 65201**
Phone: **573-874-7635**

A. The Government Entity shall notify the DSS/MHD within ten (10) days of any changes to the information provided in section 6 above.

~~~~~  
***In witness thereof, the parties below hereby execute this agreement.***

Government Entity (City of Columbia, Missouri)

\_\_\_\_\_  
John Glascock, Interim City Manager

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Nancy Thompson, City Attorney *AK*

\_\_\_\_\_  
Authorized Signature for MO HealthNet Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

\_\_\_\_\_  
Date

## Attachment A – Business Associate Agreement

(rev 08-29-13)

*(Health Insurance Portability and Accountability Act of 1996, as amended)*

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
  - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
  - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
  - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - i. “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.
  - j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
  - k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
  - l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - m. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
- 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
- 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
  - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
  - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
  - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the



Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
  - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this .
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of

such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Appendix A

**APPLICATION FOR FUNDS FROM  
THE DEPARTMENT OF SOCIAL SERVICES MO HEALTHNET DIVISION (MHD)  
TITLE XIX TRANSPORTATION OPERATING ASSISTANCE PROGRAM  
AND CERTIFICATION OF GENERAL REVENUE**

**Fiscal Year July 1, 2018 through June 30, 2019**

**SECTION I. General Information**

Name of the Government Entity City of Columbia

Address 126 N 10th Street Contact Person Drew Brooks  
Columbia, Mo. 65201 Phone Number (573) 874-7281

**SECTION II. Program Description**

A. Area of Service Corporate City limits of Columbia

B. Days and Hours of Operation see attached document

C. Estimated total trips, miles for fiscal year, cost per mile and MO HealthNet cost

|                                                                                                      |                        |
|------------------------------------------------------------------------------------------------------|------------------------|
| 1. Estimated total one-way trips to be provided                                                      | 53,750                 |
| 2. Estimated MO HealthNet medical one-way trips                                                      | 4,900                  |
| 3. Estimated total vehicle miles to be operated<br>(for entire transportation program)               | 310,100                |
| 4. Total Administrative and Operating expense<br>(for entire transportation program)(Appendix B, C.) | <b>\$ 1,436,667.00</b> |
| 5. Estimated Cost per Mile (#4 / #3) or<br>Estimated Cost per Trip (#4 / #1)                         | \$ 26.73               |
| 6. Estimated MO HealthNet Miles                                                                      |                        |
| 7. Estimated Operating Cost (MO HealthNet)(#5 * #6)                                                  | \$ 130,977.00          |

D. Transportation Sources

| Year/Make/Type                    | Handicapped |           | Owned    | Leased |
|-----------------------------------|-------------|-----------|----------|--------|
|                                   | Equipped    | Passenger |          |        |
|                                   | Yes         | No        | Capacity |        |
| <u>See attached documentation</u> |             |           |          |        |
|                                   |             |           |          |        |

Total Vehicles Leased and Owned                     

*If additional space is needed, attach additional sheets.*

Appendix A

Fiscal Year July 1, 2018 through June 30, 2019

**SECTION III. Description of Transportation Program**

Describe how you will assure transportation provided is the least expensive for the level of service required for the patient's condition (i.e. special circumstances, coordination of efforts and other factors which affect your program).

The City of Columbia Transit system, GoCOMO, owns Fourty One (41) fixed route vehicles for general public transportation and fourteen (14)ADA equipped vans to operate disabled and ambulator individuals, all within the Corporate City Limits of Columbia, Mo. GoCOMO operates (23) twenty three vehicles in peak service including nine (9) ADA equipped vans which provide origin to destination Para-transit service

**SECTION IV. Transportation Operating Expenses, Funding Sources**

Funding Sources

| <u>Name of Funding Sources<br/>for Transportation</u> | <u>1.<br/>Local<br/>Funding</u> | <u>2.<br/>State General<br/>Revenue</u> | <u>3.<br/>Total</u>           |
|-------------------------------------------------------|---------------------------------|-----------------------------------------|-------------------------------|
| <u>Transportation sales tax &amp; revenues</u>        | <u>\$ 3,074,877.00</u>          |                                         | <u>\$ 3,074,877.00</u>        |
| <u>Charges for service</u>                            | <u>\$ 1,676,432.00</u>          |                                         | <u>\$ 1,676,432.00</u>        |
| <u>MoDOT State Grant</u>                              |                                 | <u>\$ 31,200.00</u>                     | <u>\$ 31,200.00</u>           |
| <u>FTA</u>                                            |                                 | <u>\$ 2,154,761.00</u>                  | <u>\$ 2,154,761.00</u>        |
| <b><u>Total</u></b>                                   | <b><u>\$ 4,751,309.00</u></b>   | <b><u>\$ 2,185,961.00</u></b>           | <b><u>\$ 6,937,270.00</u></b> |

- A. Total revenue used for all transportation (Total #3.) \$ 6,937,270.00
- B. Estimated operating cost of MO HealthNet transportation (Section II. C. 7.) \$ 130,977.00
- C. Total revenue certified to be used for medical transportation for MO HealthNet eligible individuals (Cannot exceed A.) \$ 130,977.00

The agency also certifies that costs for which reimbursement will be requested are not being claimed, or used to support requests from any other grant program.

  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE

June 1, 2018  
 \_\_\_\_\_  
 DATE

Transit & Parking Manager  
 \_\_\_\_\_  
 TITLE

City of Columbia  
 \_\_\_\_\_  
 AGENCY

Appendix B

Fiscal Year July 1, 2018 through June 30, 2019

**ESTIMATED ADMINISTRATIVE OPERATING BUDGET**

**A. Administrative Expenses:**

|                                                |                      |
|------------------------------------------------|----------------------|
| Project Manager's Salary                       | \$ 21,216.00         |
| Fringe Benefits                                |                      |
| Secretary/Bookkeeper                           | \$ 68,000.00         |
| Fringe Benefits                                |                      |
| Office Supplies                                | \$ 750.00            |
| Building Utilities (lights, heat, water, etc.) |                      |
| Telephone                                      | \$ 5,616.00          |
| Insurance                                      | \$ 316,419.00        |
| Bonding                                        |                      |
| Promotion                                      |                      |
| Travel (Mileage)                               |                      |
| Miscellaneous Expenses                         | \$ 17,613.00         |
| Advertising (notices in newspapers)            |                      |
| <b>Total Administrative Expenses</b>           | <b>\$ 429,614.00</b> |

**B. Operating Expenses**

|                                      |                        |
|--------------------------------------|------------------------|
| Driver Salaries                      | \$ 709,887.00          |
| Fringe Benefits                      |                        |
| Dispatcher                           |                        |
| Maintenance (Labor and Parts)        | \$ 202,166.00          |
| Fuel and Oil                         | \$ 95,000.00           |
| Tires and Tubes                      |                        |
| Miscellaneous Materials and Supplies |                        |
| <b>Total Operating Expenses</b>      | <b>\$ 1,007,053.00</b> |

**C. Total Administrative and Operating Expenses** \$ 1,436,667.00

**D. Estimated Operating Cost (MO HealthNet)\*** \$ 130,977.00

Prepared By Dale Lynn  
Title Transportation Superintendent

Date June 1, 2018

\* Estimated Operating Cost (MO HealthNet) is that part of the Total Administrative and Operating expense to be used for MO HealthNet transportation for MO HealthNet eligible individuals (Appendix A, Section II. C. 7.).

*This budget page may be modified for your specific needs. Please note any modification with a check mark to the left of your line item.*

## SEC II

### B. Days and hours of Operation (continued from page 1)

Monday - Friday 6:25 am - 8:00 pm  
Saturday 9:50 am - 8:00 pm  
Sunday Closed

### D. (continued from page 1) all are owned/leased and are ADA accessible

(1) 2001 Starcraft van  
(1) 2008 Ford E450 Van  
(2) 2011 Ford E450 vans  
(2) 2012 Ford E450 Vans  
(2 ) 2012 MV-1  
(6) 2014 Ford E450 vans  
**14 TOTAL VANS (Para-transit)**

(2) 2000 New Flyer 40' Bus  
(6) 2001 New Flyer 40' Bus  
(6) 2001 New Flyer 30' Bus  
(2) 2007 Gillig 40' Bus  
(5) 2010 Gillig 40' Bus  
(2) 2011 Gillig 40' Bus  
(1) 2011 Gillig 35' Bus  
(4) 2012 Gillig 40' Bus  
(2) 2012 Gillig 40' Bus  
(1) 2015 BYD Electric 40' Bus (lease)  
(2) 2015 Gillig 40' Bus  
(5) 2016 BYD Electric 40' Bus (lease)  
(3) 2016 BYD Electric 30' Bus (lease)  
**41 TOTAL BUSES**