AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY") on behalf of its Health and Human Services Department ("YCHHSD"), and Rideout Memorial Hospital dba Adventist Health and Rideout ("AHRO") for the purpose of providing an Enrollment Specialist (hereafter "Enrollment Specialist") at AHRO to provide assistance to patients to apply for and to retain eligibility for public assistance benefits.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-5.

2. TERM.

Commencement Date: March 1, 2024

Termination Date: February 28, 2025

The term of this Agreement shall become effective on March 1, 2024, and shall continue in force and effect for a period of one (1) year unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to

[ADVENTISTHEALTH:INTERNAL]

this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time, place and in the manner set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit invoices to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS ANDOBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish facilities equipment and other materials, which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-2.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. CONFIDENTIALITY PROVISIONS.

At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit of divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR must maintain compliance with confidentiality regulations as set forth in Attachment "F".

8. DESIGNATED REPRESENTATIVES.

The Director of Yuba County Health and Human Services Department is the

[ADVENTISTHEALTH:INTERNAL]

representative of the COUNTY and will administer this Agreement for the COUNTY. The Finance Officer of Adventist Health and Rideout is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advanced written notice to the other party.

9. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Scope of Services and Duties
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G – Budget
Attachment H – Invoice Template
Attachment I – Monthly Statistical Report
Attachment J – Vendor Assurance of Compliance (CR50)
Attachment K – Applicant's Authorization for Release of Information
Attachment L – Release of Information – Financial Institution
Attachment M – Authorization for Release of Information

///

///

///

[ADVENTISTHEALTH:INTERNAL]

10. TERMINATION.

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

EXECUTED BY REPRESENTATIVES OF BOTH COUNTY AND CONTRACTOR EFFECTIVE AS OF THE DATE WHEN SIGNED BY BOTH PARTIES.

"COUNTY"
County of Yuba

_____ Date: _____
Don Blaser, Chair
Yuba County Board of Supervisors

"CONTRACTOR"
Adventist Health and Rideout

_____ Date: 3/28/24
Heidar Thordarson
Finance Officer
Adventist Health and Rideout

RECOMMENDED FOR APPROVAL:

_____
Jennifer Vasquez, Director
Yuba County Health and Human Services Department

INSURANCE PROVISIONS APPROVED:

_____
Tiffany Manuel,
Human Resources Director &
Risk Manager

APPROVED AS TO FORM:

by Martha X Wilson
Joseph F. Larmour
County Counsel

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT A
SERVICES

SCOPE OF SERVICES AND DUTIES.

A.1 CONTRACTOR RESPONSIBILITIES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1 Recruit, employ and supervise the Enrollment Specialist

A.1.1.1 Complete a thorough background check to ensure there is no indication that the employee may present a risk to the security of confidential data.

A.1.1.2 Have the employee sign a confidentiality statement provided by the COUNTY prior to accessing Protected Health Information (PHI) and Personal Information (PI).

A.1.1.3 Immediately report and remove any employee that fails to comply with privacy policies and procedures.

A.1.2 Provide a workspace for the Enrollment Specialist to engage in confidential interactions as necessary for enrollment into public assistance programs.

A.1.3 Provide standard office furniture, equipment, phone, general office supplies, and use of copier for the purpose of provision of services under this Agreement.

A.1.4 Provide general office supplies.

A.1.5 Provide Enrollment Specialist access to a secure internet connection.

A.1.6 Refer patients who are residents of Yuba County to the Enrollment Specialist. The Enrollment Specialist duties shall include, but are not limited to:

A.1.6.1 Assist patients residing in Yuba County with applying for public assistance programs including, but not limited to, the CalFresh, CalWORKs, Medi-Cal, and County Medical Services Programs.

[ADVENTISTHEALTH:INTERNAL]

A.1.6.2 Meet with individuals to assist in completing application paperwork, or to apply online using BenefitsCal.com.

A.1.6.3 Obtain Release of Information forms, including but not limited to, Applicant's Authorization for Release of Information (ABCDM 228), Release of Information – Financial Institution (CW 60), Authorization for Release of Information (MC 220), in order to assist applicants/recipients in gathering necessary verification from income and property sources to determine eligibility for public assistance programs.

A.1.6.4 Assist patients with uploading application and verification documents electronically within one (1) working day in accordance with timeframes set by the public assistance program requirements.

A.1.6.5 Coordinate with the YCHHSD liaison on behalf of the individual for the purpose of establishing or restoring eligibility for Public Assistance programs.

A.1.6.6 Utilize County liaison, to troubleshoot and resolve problems with public assistance benefits on behalf of patients who reside in Yuba County.

A.1.6.7 Educate patients about program benefits.

A.1.6.8 Provide informational materials to patients regarding accessing community resources to assist in meeting their needs including but not limited to food banks, housing, legal and disability advocates.

A.1.6.9 Contact Medi-Cal applicants, by phone or mail, to follow up on missing or pending verifications after ten (10) days, and to provide benefit updates on or before forty-five (45) days.

A.1.7 REPORTING REQUIREMENTS. CONTRACTOR shall submit to COUNTY the Monthly Statistical Report (Attachment I) by the tenth (10) of each month. Data to be collected are the number of applications, referrals, calls, case issues, the programs involved and county of residence.

[ADVENTISTHEALTH:INTERNAL]

A.2 COUNTY RESPONSIBILITIES AND DUTIES.

The services to be provided by COUNTY and the scope of COUNTY's duties include the following:

A.2.1 Upon receipt of proper invoice and back-up documentation, pay AHRO for the salary and benefits of the Enrollment Specialist up to the maximum amount specified in Attachment G.

A.2.2 Designate a Point of Contact at the YCHHSD facility to serve as liaison to the Enrollment Specialist.

A.2.3 Provide access to systems and software necessary.

A.2.4 Provide training at YCHHSD facility for Enrollment Specialist (ES) on:

A.2.4.1 Utilizing eligibility systems including, but not limited to CalSAWS, CalHEERS, Medi-Cal Eligibility Data System, Benefitscal.org

A.2.4.2 Rules for programs including but not limited to, CalWORKs, CalFresh, Medi-Cal, Covered California health plans and CMSP.

A.2.4.3 Security, privacy and Confidentiality safeguards.

A.2.5 Meet and confer regularly but no less than quarterly with CONTRACTOR staff and other interested parties.

A.3. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the CONTRACTOR. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.4. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.5. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment A.1.

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR for salary, benefits, administrative costs and equipment, not to exceed a maximum amount payable Sixty-Two Two Thousand One Hundred ($62,100) Dollars for the term of the Agreement, in accordance with the rates based on the Cost Justification provided on Attachment G.

B.2 FISCAL PROVISIONS. In no event shall total compensation paid to CONTRACTOR under provision B.1 exceed Sixty-Two Thousand One Hundred ($62,100) Dollars for costs to recruit and employ an Enrollment Specialist for twelve months, for a maximum amount payable of Sixty-Two Thousand One Hundred ($62,100) Dollars without an amendment to this agreement approved by both parties.

B.3 PAYMENT. Payment services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit monthly invoices (with back-up documentation attached) in a format in accordance with Attachment H – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

B.4 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.5 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

///

///

///

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT C
ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement will be null and void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excepts and transcriptions.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

[ADVENTISTHEALTH:INTERNAL]

C.6 **CONFIDENTIALITY.** CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 **INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 **DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.9 **OSHA AND CALOSHA COMPLIANCE.** All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

C.10 **HAZARDOUS MATERIALS.** CONTRACTOR shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONTRACTOR shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

C.11 **PREVAILING WAGE.** Pursuant to Section 1700, and following, of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The CONTRACTOR shall forfeit, as penalty to the County of Yuba, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any sub consultant under him, in violation of the provision of such Labor Code.

C.12 **CONTRACTOR VEHICLE.** CONTRACTOR is to provide all items necessary to provide transportation of the necessary equipment needed for services. This includes vehicle, fuel, equipment, and identifiable information that indicates the CONTRACTOR'S name or logo and telephone number. Trucks are to be kept in a clean and presentable condition. COUNTY assumes no liability for any damage made to a CONTRACTOR vehicle by any act of nature, disaster, willful or accidental conduct or negligence.

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer, or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions, and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medicare payments.

D.1.4 As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If In the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

[ADVENTISTHEALTH:INTERNAL]

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal

effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures,

[ADVENTISTHEALTH:INTERNAL]

sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall reimburse CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.11.4 CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this

clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

[ADVENTISTHEALTH:INTERNAL]

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

///

///

///

[ADVENTISTHEALTH:INTERNAL]

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

County of Yuba
Health and Human Services Department
Attn: Director
5730 Packard Avenue, Suite 100
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Adventist Health and Rideout
Attn: Finance Officer
726 4th Street
Marysville, CA 95901

///

///

///

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT E
INSURANCE OR SELF-INSURANCE PROVISIONS

E. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance or self-insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Self-insurance or insurance coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis or the equivalent if using self-insurance, for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), or equivalent if using self-insurance, with limit no less than $1,000,000 per accident for bodily injury and property damage.

E.1.3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

E.1.4. Professional Liability covering Errors and Omissions Insurance or self-insurance as appropriate to CONTRACTOR's profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

E.2 OTHER INSURANCE PROVISIONS OR SELF-INSURANCE PROVISIONS The insurance or self-insurance policies are to contain, or be endorsed to contain, the following provisions:

[ADVENTISTHEALTH:INTERNAL]

E.2.1 ADDITIONAL INSURED STATUS COUNTY, as **an additional insured** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR.

E.2.2. PRIMARY COVERAGE For any claims related to this contract, as respects CONTRACTOR's liability, CONTRACTOR's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Contractor shall provide notice to County 30 days prior to any coverage cancellations.

E.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.4. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.4.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.4.2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.4.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.5. VERIFICATION OF COVERAGE CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required

[ADVENTISTHEALTH:INTERNAL]

documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require, copies of all required insurance certificates and endorsements required by these specifications, at any time.

E.6. **SUBCONTRACTORS** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.7. Notwithstanding any other provision in this Agreement, COUNTY acknowledges that CONTRACTOR's participation in Adventist Health System/West's self-insurance and insurance program meets any and all insurance and self-insurance obligations of CONTRACTOR in this Agreement.

///

///

///

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for the purpose of providing an Enrollment Specialist at AHRO and entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the

[ADVENTISTHEALTH:INTERNAL]

privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

[ADVENTISTHEALTH:INTERNAL]

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty-four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty-eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty-four (24) hours by telephone in addition to follow up by either email or fax.

[ADVENTISTHEALTH:INTERNAL]

F.4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer
Phone: (530) 749-6311
E-Mail: securityincidents_hhsd@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy-two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

(a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);

(b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;

(c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;

(d) A description of the probable causes of the improper use or disclosure; and

(e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

[ADVENTISTHEALTH:INTERNAL]

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

_____ Date: 3/28/24
(Contractor Signature)

Heidi Thorderson Finance Officer
(Print Name and Title)

///

///

///

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT G
BUDGET

Contractor's Name: Adventist Health and Rideout
Purpose: Enrollment Specialist

PERSONNEL EXPENSE: (Staff performing actual service, i.e. development of curriculum, scheduling, attendance, trainer recruitment, training, etc.)

Salary		Annual	% of		Annual Service
Position/Class.	Name	Salary		Time	Cost Amount
Enrollment Specialist	TBD	$45,000	100%		$45,000
Total Cost of Service Salary					$45,000

Benefits (Employer paid benefits of staff performing actual service, i.e. Workman's Comp., Health Ins., Retirement, etc.)

		Annual% of		Annual Service
Position	Name	Benefits	Time	Cost Amount
Enrollment Specialist	TBD	$16,000	100%	$16,000
Total Cost of Service Benefits				$16,000

OPERATING COSTS (Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc. Cost Methodology should be included in parenthesis, i.e. % of average annual cost, etc.)

Description		Annual Service Cost Amount
Computer & Monitor	(100%)	$ 750
Printer/Scanner	(100%)	$ 250
N/A	(0%)	$ 0
N/A	(0%)	$ 0
Total Cost of Service Operating Costs		$1,000

OVERHEAD ADMIN COSTS (Costs not directly associated with the performance of service, i.e. clerical support, program administration, agency overhead costs; etc. Cost Methodology should be included in parenthesis.)

Description		Annual Service Cost Amount
Information Technology	(Estimate to Setup)	$100
Total Cost of Overhead Admin. Costs		$ 100
Total Annual Cost		$ 62,100
Cost per year		**$ 62,100**

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT H
INVOICE TEMPLATE

CONTRACTOR'S NAME AND ADDRESS		**CONTACT INFORMATION**	
Adventist Health and Rideout 726 4th Street Marysville, CA 95901		Contact Name: Heidar Thordarson Phone: (530) 751-4012 Email: thordah1@ah.org	
AGREEMENT – AHRO – Enrollment Specialist (One Full Time Employee)			
Report Period:			
Date:		Invoice No.:	
Personnel	**Salary**	**Benefits**	**Total**
Enrollment Specialist			
I certify that this invoice in all respects is true and correct; that all materials, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.			
MAIL INVOICE TO: Mail original and back-up documentation to: Yuba County Health and Human Services Department Attention: Public Assistance Program Manager P.O. Box 2320 Marysville, CA 95901			

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT I
MONTHLY STATISTICAL REPORT

REPORTING PERIOD:

Agreement: AHRO Enrollment Specialist 2024-2025

Total # of Referrals Received: _____

Activity	CalWORKs	CalFresh	Medi-Cal	CMSP
# of Referrals				
# of Applications				
# of Restorations				
# of Contacts				
# of Calls out				
# of Calls received				
Troubleshooting Case issues				
Other:				
Successes:				
Areas for Improvements:				
Name of Person Completing Report:				
Phone:				
Email:				

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT J

VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY WELFARE DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Adventist Health and Rideout

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____	7/28/24
Vendor/Contractor Signature	Date

726 4th Street
Marysville, CA 95901
CR50-Vendor Assurance of Compliance (08/13/01)

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT K
APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY — CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

To: _____

I, _____, RESIDING AT _____, HEREBY AUTHORIZE YOU TO RELEASE TO THE

(NAME OF AGENCY, INSTITUTION, INDIVIDUAL PROVIDER) SPECIFIC

INFORMATION REQUESTED BY THIS AGENCY WHICH I CANNOT PROVIDE CONCERNING

THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE

THIS FORM WAS COMPLETED IN ITS ENTIRETY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
SIGNATURE OR NAME OF SPOUSE		DATE
BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE'S MOTHER

ABCDU 228 (ENG/SP) (6-98)

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT L
RELEASE OF INFORMATION – FINANCIAL INSTITUTION

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY — CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

RELEASE OF INFORMATION - FINANCIAL INSTITUTION

You and any member of your household for whom you are applying for aid must give us a Social Security Number(s) (SSN). The SSN(s) is used to determine your eligibility, and failure to cooperate may result in denial or discontinuance of aid. Authority: 45 Code of Federal Regulations Section 205.52, and Welfare and Institutions Code Section 11286(a).

Enter name and address of institution

COUNTY USE ONLY	
WORKER NAME	
CASE NAME	
CASE NUMBER	DATE

I authorize you to release to _____ County information on the account(s) below and other information required for the purpose of determining my eligibility for public assistance. I understand I have the right to stop this authorization at any time, but that failure to cooperate may affect my eligibility. This authorization is valid for 60 days from date signed.

SIGNATURE (OR MARK) OF APPLICANT/RECIPIENT	DATE	SIGNATURE (OR MARK) OF SPOUSE	DATE
SIGNATURE (OR MARK) OF JOINT PERSON	DATE	SIGNATURE OF WITNESS TO MARK(S)	DATE

APPLICANT OR RECIPIENT:
Complete the information below for each account. Accounts include checking, savings, credit union accounts, trust funds, stocks, bonds, certificates, other *(specify)*.

FINANCIAL INSTITUTION:
Complete items (1B), (2B) and (3), and provide remarks as needed.

APPLICANT/RECIPIENT: COMPLETE THIS SECTION		INFORMATION ITEMS	AMOUNT	DATE
(1A) TYPE OF ACCOUNT	ACCOUNT NUMBER	(1B) Balance as of *(Date)*:	$	
NAME ON ACCOUNT (PRINT)	SOCIAL SECURITY NUMBER	Present Balance	$	
ADDRESS (PRINT): NUMBER, STREET	CITY, STATE, ZIP CODE	Largest Deposit *(other than opening)*	$	
ACCOUNT IS JOINT WITH (PRINT)	SOCIAL SECURITY NUMBER	Largest Withdrawal *(within past 2 years)*	$	
ADDRESS (PRINT): NUMBER, STREET	CITY, STATE, ZIP CODE	If closed within past 2 years, final withdrawal amount.	$	
(2A) TYPE OF ACCOUNT	ACCOUNT NUMBER	(2B) Balance as of *(Date)*:	$	
NAME ON ACCOUNT (PRINT)	SOCIAL SECURITY NUMBER	Present Balance	$	
ADDRESS (PRINT): NUMBER, STREET	CITY, STATE, ZIP CODE	Largest Deposit *(other than opening)*	$	
ACCOUNT IS JOINT WITH (PRINT)	SOCIAL SECURITY NUMBER	Largest Withdrawal *(within past 2 years)*	$	
ADDRESS (PRINT): NUMBER, STREET	CITY, STATE, ZIP CODE	If closed within past 2 years, final withdrawal amount.	$	

(3) **FINANCIAL INSTITUTION REMARKS:**

FINANCIAL INSTITUTION COMPLETE:

Does this person have a safety deposit box?	☐ YES ☐ NO
Are any funds pledged against a loan?	☐ YES ☐ NO
Were any accounts held under a different name and/or number within the past 2 years?	☐ YES ☐ NO

SIGNATURE OF PERSON PROVIDING INFORMATION (FINANCIAL INSTITUTION)	DATE	TELEPHONE NUMBER
		( )

CW 60 (5/01) REQUIRED FORM - SUBSTITUTE PERMITTED

[ADVENTISTHEALTH:INTERNAL]

ATTACHMENT M

AUTHORIZATION FOR RELEASE OF INFORMATION

AUTHORIZATION FOR RELEASE OF INFORMATION	This box to be completed by SP/DDSD (internal use only)	
Whose records are to be disclosed:		
Name—First Middle Last	Social security number	Date of birth (mm/dd/yyyy)

PLEASE READ THE ENTIRE FORM, BOTH PAGES, BEFORE SIGNING.

I voluntarily authorize and request disclosure (including paper, oral, and electronic interchange):

OF WHAT: All my medical records; also education records and other information related to my ability to perform tasks. This includes specific permission to release:

1. All records and other information regarding my treatment, hospitalization, and outpatient care for my impairment(s) including, and not limited to:
   - Psychological, psychiatric, or other mental impairment(s) (excludes "psychotherapy notes" as defined in 45 CFR 164.501)
   - Drug abuse, alcoholism, or other substance abuse
   - Sickle cell anemia
   - Human immunodeficiency virus (HIV) infection (including acquired immunodeficiency syndrome [AIDS] or tests for HIV) or sexually transmitted diseases
   - Genetic test results
2. Information about how my impairment(s) affects my ability to complete tasks and activities of daily living or affects my ability to work.
3. Copies of educational tests or evaluations, including Individualized Educational Programs, triennial assessments, psychological or speech evaluations, and any other records that can help evaluate function; also teacher's observations and evaluations.
4. Not only past information, but also information created within 12 months after the date this authorization is signed.

FROM WHOM:
- All medical sources (hospitals, clinics, physicians, psychologists, labs, etc.) including mental health facilities
- All educational sources (schools, teachers, records administrators, counselors, etc.)
- Social workers/rehabilitation counselors
- Consulting examiners used by State Programs–Disability Determination Service Division (SP–DDSD)
- Employers
- Others who may know about my condition (family, neighbors, friends)

TO WHOM: The California Department of Social Services (CDSS) or the Department of Health Care Services (DHCS) for the purpose of determining whether I qualify for disability benefits, including contract copy services used to duplicate the records and doctors or other professionals consulted during the process of making the determination.

PURPOSE: Determining my eligibility for benefits, including looking at the combined effect of any impairments that by themselves would not meet the Social Security Administration's definition of disability.

EXPIRES WHEN: This authorization is good for 12 months from the date signed.
- I authorize the use of a copy (including electronic copy or fax) of this form for the disclosure of the information described above.
- I understand that there are some circumstances where this information may be redisclosed to other parties (see page 2 for details).
- Except for actions already taken, I may write to the Disability Determination Service Division and my sources to revoke this authorization at any time (see page 2 for details).
- I am entitled to a copy of this form, if I ask; I also have a right to ask the source to let me inspect or get a copy of the material to be disclosed.
- **I have read both pages of this form and agree to the disclosure above from the types of sources listed.**

INDIVIDUAL authorizing disclosure

Signature	Date	MINOR CONSENT SERVICES ONLY
		☐ Yes ☐ No

If not signed by subject of disclosure, specify basis for authority to sign

☐ Parent of minor ☐ Guardian ☐ Other personal representative (explain relationship to subject and why the subject is unable to sign.)

NOTE: MINORS AGE 12 AND OLDER WHO COULD CONSENT TO SERVICES UNDER THE FAMILY CODE, MUST SIGN A RELEASE. ADDITIONALLY, THE PARENT OR GUARDIAN OF EVERY MINOR MUST SIGN A SEPARATE RELEASE EXCEPT IN THOSE CASES INVOLVING MINOR CONSENT ONLY. (See explanation on the reverse.)

WITNESS: I know the person signing this form or am satisfied of this person's identity. (Required for "X," illegible, or foreign character signatures)

Signature		Date	
Street address (number, street)	City	State	ZIP code

This general and special authorization to disclose information has been developed to comply with the provisions regarding disclosure of medical and other information under: The Health Insurance Portability and Accountability Act, Section 262 (a), 42 U.S. Code, Section1320d–1320d-8 (45 CFR Part 164); 42 U.S. Code, Section 290dd-2 (42 CFR part 2), 38 U.S. Code, Section 7332, 20 U.S. Code, Section 1232g (34 CFR Parts 99 and 300); and state law, including Civil Code, Section 56.10(b), Welfare and Institutions Code, Sections 10850 and 14100.2 and Civil Code, Sections 1798–1798.78.

DO NOT ALTER THIS FORM

MC 220 8pt (06/08)

Page 1 of 2

[ADVENTISTHEALTH:INTERNAL]