

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

130



FROM : Office on Aging

SUBMITTAL DATE:  
March 15, 2011

SUBJECT: FY 2010/11 and FY 2011/12 Biannual Services Agreement/Business Associate Addendum Agreement (Hospital Liaison Social Worker Services) with the Inland Empire Health Plan (IEHP) and Amend Ordinance No. 440 pursuant to Resolution No. 440-8861 submitted herewith.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and Authorize Chair to execute Biannual Services Agreement/Business Associate Addendum Agreement with Inland Empire Health Plan (IEHP) for FY2010-11 (March 1, 2011 to June 30, 2011) and FY2011-12 (July 1, 2011 to June 30, 2012) not to exceed \$50,000.
- 2) Return the 2 Services Agreements to the Office on Aging for further processing.
- 3) Approve and direct the Auditor Controller to make the budget adjustments as shown on Schedule A, attached.
- 4) Amend Ordinance No. 440 pursuant to Resolution No. 440-8861 submitted herewith.

BACKGROUND: The Office on Aging has established a state and federally recognized best practice at the Riverside County Regional Medical Center (RCRMC) through the establishment of the Hospital Liaison Program initiated in January, 2008. This program was designed to bridge the gap between medical and social models with a unique approach to delivering community-based coordinated care services.

Continued next page

FISCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: Samuel Wong 3/28/11

SAMUEL WONG

Hilary Clarke for Edward Walsh

Hilary Clarke, Deputy Director for  
Edward F. Walsh, Director

FINANCIAL  
DATA

Current F.Y. Total Cost:

\$ 10,000

In Current Year Budget:

No

Current F.Y. Net County Cost:

\$ 0

Budget Adjustment:

Yes

Annual Net County Cost:

\$ 0

For Fiscal Year:

10/11

SOURCE OF FUNDS: 100% Inland Empire Health Plan (IEHP)

Positions To Be  
Deleted Per A-30



Requires 4/5 Vote



C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:

Lani Sison

Lani Sison

Dep't Recomm.:  
☒ Policy

Consent  
☐

Per Exec. Ofc.:  
☒ Policy

Consent  
☐

Prev. Agn. Ref.: 3.18 March 25, 2008 District: All

Agenda Number:

ATTACHMENTS FILED

3.12

**SUBJECT:** FY 2010/11 and FY 2011/12 Biannual Services Agreement/Business Associate Addendum Agreement (Hospital Liaison Social Worker Services) with the Inland Empire Health Plan (IEHP) and Amend Ordinance No. 440 pursuant to Resolution No. 440- 8861 submitted herewith.

The Hospital Liaison Social Worker provides hospital on-site coordination and short-term intervention to assist patients make a successful transition from the hospital back to their home. The Hospital Liaison Social Worker has provided consultation, information, and service linkage for patients, families and hospital staff at RCRMC.

The Office on Aging was awarded the designation as an Aging and Disability Resource Connection (ADRC) by the California Health and Human Agency (CHHA) and the Board of Supervisors approved the initial agreement with CHHA on March 25, 2008, Policy Item 3.18. With the CHHA grant, the Office on Aging expanded the role of the Hospital Liaison to include the evidence based Coleman Care Transition Intervention (CTI). The goal of the CTI program is to reduce re-admissions of patients with chronic illness into the hospital for preventable causes. This successful CTI empowerment/coaching evidence based model implemented across the country has demonstrated decreased hospital readmission and has empowered and engaged patients to partner with their physicians in taking an active role in managing their chronic disease and improving their overall health status.

Building on the successful partnership with RCRMC, the Office on Aging has initiated a new partnership with Inland Empire Health Plan (IEHP) to provide IEHP with a Hospital Liaison Social Worker who will serve as a bridge between acute care and the aging network of community-based services and supports. In addition to serving as a direct resource for hospitalized IEHP patients and their families, the Hospital Liaison Social Worker will provide consultation and a point of contact for community based care for IEHP staff. The Hospital Liaison Social Worker will implement the Coleman Care Transition Intervention at designated IEHP hospitals and provide for post acute care home visits and follow up phone calls as designated in the CTI protocol. The goal of the partnership is to improve successful care transitions from acute care to community care for IEHP Patients and at the same time, reduce preventable hospital readmissions.

The agreement represents a biannual contract agreement (March 1, 2011 through June 30, 2012). Funds are allocated in the amount of \$10,000 for FY10/11 and \$40,000 for FY 11/12. The total amount for both fiscal years is \$50,000. Any unused funds in FY 10/11 will be moved to FY 11/12.

One Social Service Worker V is a 50% FTE Position that will provide hospital on-site coordination and short-term intervention to assist patients make a successful transition from the hospital back to their home. The salary and benefit amount for FY 10/11 and 11/12 is \$9,202 and \$37,288 consecutively. The salary and benefit amount for both fiscal years is \$46,490. The position will be deleted when funds are exhausted, pursuant to Board Policy A-30.

There is no impact to County General Funds in this amendment.

**OFFICE ON AGING  
SCHEDULE A  
FY 10-11**

Adjusting revenue and appropriations:

**INCREASE ESTIMATED REVENUE:**

21450-5300100000-781360	Other Misc. Revenue Total:	10,000
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**INCREASE APPROPRIATIONS:**

21450-5300100000-510040	Regular Salaries	6,199
21450-5300100000-518100	Budgeted Benefits	3,003
21450-5300100000-527780	Special Program Expenses	798

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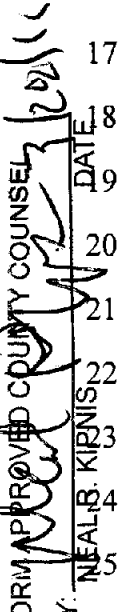
Total: 10,000

**SUBJECT:** FY 2010/11 and FY 2011/12 Biannual Services Agreement/Business Associate Addendum Agreement (Hospital Liaison Social Worker Services) with the Inland Empire Health Plan (IEHP) and Amend Ordinance No. 440 pursuant to Resolution No. 440- 8861 submitted herewith.

RESOLUTION NO. 440-8861

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on \_\_\_\_\_, 2011, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Office on Aging, Director of Senior Service Systems is authorized to make the following listed change(s), operative on the date of approval, as follows:

<u>Job</u>			
<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
79878	+ 1	5300100000	Social Service Worker V

FORM APPROVED COUNTY COUNSEL  
BY:  DATE: 3/22/11  
NEAL B. KIPNIS

**PROFESSIONAL SERVICES AGREEMENT  
FOR SERVICES UNDER \$50,000**

**FOR**

**HOSPITAL LIAISON SOCIAL WORKER SERVICES**

**BETWEEN**

**INLAND EMPIRE HEALTH PLAN**

**AND**

**COUNTY OF RIVERSIDE**

**THROUGH ITS OFFICE ON AGING**

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## **PROFESSIONAL SERVICES AGREEMENT INLAND EMPIRE HEALTH PLAN**

This Professional Services Agreement is made and entered into by and between Inland Empire Health Plan ("IEHP"), a public entity of the State of California, and the County of Riverside through its Office on Aging ("CONTRACTOR"), with references to the following facts:

### **RECITALS**

WHEREAS, IEHP is in need of the professional services offered by CONTRACTOR, and this Agreement shall be presented to the Governing Board of IEHP for adoption and authorization; and

WHEREAS, CONTRACTOR has offered evidence of having the relevant specialized training and/or experience and/or knowledge and is interested in providing the scope of work as set forth herein, including any attachments hereto; and

WHEREAS, this Agreement is effective only upon the authorization of the Governing Board of IEHP;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as follows, and in any exhibits or attachments attached hereto and incorporated herein by reference.

#### **1. SERVICES**

- A. DESCRIPTION OF SERVICES. CONTRACTOR shall provide hospital liaison social worker services to IEHP, with such services as set forth in Attachment A, attached hereto and incorporated herein by reference.
- B. SCOPE OF SERVICES. CONTRACTOR shall furnish labor necessary to perform in a complete, skillful and professional manner all those services described in Attachment A.

#### **2. PERIOD OF PERFORMANCE**

- A. It is mutually agreed and understood that the obligations of IEHP are contingent upon the availability of state and federal funds. In the event that such funds are not forthcoming for any reason, this Agreement is rendered null and void, and IEHP shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on IEHP's notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of costs in accordance with Section 3 (COMPENSATION).

- B. This Agreement shall be effective as of March 1, 2011 and shall continue in effect through June 30, 2012 unless terminated as stated above, as specified in Section 8 (TERMINATION PROVISION), or in the event the maximum amount of this Agreement is exceeded, as set forth in Section 3.D (COMPENSATION).

3. **COMPENSATION**

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by IEHP as follows:

- A. COMPENSATION for services rendered shall be paid by the Treasurer of IEHP upon the Chief Executive Officer's review and approval of a properly presented invoice or bill for services performed as set forth in Attachment A.
- B. Said invoices or bills shall be based upon those rates as described and set forth in Attachment B, attached hereto and incorporated herein by reference.
- C. Payment shall be made "net-30" terms from the completion date of any service as noted above.
- D. The total compensation payable under this Agreement shall not exceed Fifty Thousand dollars (\$ 50,000).

4. **INDEPENDENT CONTRACTOR**

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Neither CONTRACTOR nor CONTRACTOR's officers, agents, employees or subcontractors, shall be entitled to any benefits payable to employees of IEHP including Worker's Compensation Benefits.

5. **INDEMNIFICATION**

CONTRACTOR shall indemnify, and hold harmless IEHP, its officers, employees and agents from any liability whatsoever, including wrongful death, based on asserted upon any act or omission of the CONTRACTOR, its employees, subcontractors and agents relating to or in any way connected with the accomplishment of the work or performance of service under this Agreement. As part of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees, IEHP, its officers, agents and employees in any legal action based upon any such alleged acts or omissions. It is not the intent of the parties that the provisions of this section, and the provisions of the Indemnification provision in Attachment F shall be in conflict. In the event of any conflict, the Indemnification provisions in Attachment F shall be interpreted to relate only to matters within the scope of the HIPAA Business Associate Agreement.

6. **INSURANCE**

- A. Throughout the term of this Agreement, CONTRACTOR shall maintain, at its sole cost and expense, a sufficient amount of insurance coverage for CONTRACTOR's comprehensive general liability and professional liability at levels set by the Chief Executive Officer, or designee. Upon request, CONTRACTOR shall provide IEHP a copy of the certificate of insurance prior to providing any services pursuant to this Agreement. Said copy will identify the insurer, named insured, date of coverage, length of coverage and amount of coverage. If CONTRACTOR is not self-insured, certificates of insurance shall clearly indicate that IEHP, its employees, servants and agents while in the course of their employment with IEHP, are named as additional insured. CONTRACTOR shall provide IEHP with written notification thirty (30) days prior to any cancellation, reduction, lapse, or other material change in the amount or scope of any coverages required under this Section. All insurance shall be through a company or companies authorized by law to transact insurance business in the State of California.
- B. CONTRACTOR certifies awareness of the laws of the State of California requiring employees to be insured against liability for workers compensation, and agrees to comply with all applicable laws regarding Workers' Compensation Insurance and coverage during the term of this Agreement.
- C. Upon request of the Chief Executive Officer, or designee, CONTRACTOR shall obtain any additional insurance as required by IEHP.
- D. In instances where CONTRACTOR is a self-insured public entity, the foregoing insurance provisions may be waived by IEHP. CONTRACTOR agrees to provide IEHP with proof of such self-insurance coverage upon request by IEHP. In the event that CONTRACTOR ceases being adequately self-insured, and/or terminates the self-insurance of CONTRACTOR, the foregoing insurance requirements shall be in full force and effect. CONTRACTOR agrees to provide written notification to IEHP in the event that the self-insurance of CONTRACTOR becomes inadequate and/or is terminated. Failure to provide such notice shall be a means for termination of this Agreement.

7. **REPORTS**

- A. Furnished reports, as applicable, shall be provided as outlined and identified in Attachment A.
- B. Upon request of IEHP, CONTRACTOR agrees to furnish to IEHP copies of work papers, schedules or other work products related to this Agreement.



8. **TERMINATION PROVISION**

- A. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice served upon the other party.
- B. If, for any reason, Agreement is terminated prior to full completion of services, CONTRACTOR agrees to immediately furnish to IEHP all documents related to services rendered under this Agreement.
- C. Should IEHP determine that there is a basis for termination for cause, such termination shall be effected upon five (5) days written notice to CONTRACTOR.

9. **OFFICERS, OWNERS, STOCKHOLDERS AND CREDITORS**

On an annual basis CONTRACTOR shall identify the names of the following persons by listing them on Attachment C, attached hereto and incorporated by this reference;

- A. CONTRACTOR officers and owners who own greater than 10% of the CONTRACTOR;
- B. Stockholders owning greater than 10% of any stock issued by CONTRACTOR;
- C. Major creditors holding more than 5% of any debts owed by CONTRACTOR.

In addition, CONTRACTOR shall notify IEHP in writing within thirty (30) days of any changes in the information provided in Attachment C.

10. **ASSIGNMENT AND DELEGATION**

No contract or agreement shall be made by CONTRACTOR with any party for the furnishing of any of the work or services described herein, and in Attachment A hereto, and this Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of IEHP, as approved and authorized by the Governing Board of IEHP. This provision shall not require the approval of contracts or agreements for the employment between CONTRACTOR and personnel that have been specifically named in this Agreement or in any attachments hereto.

11. **ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only the Governing Board of IEHP may authorize any alteration or revision of this Agreement on behalf of IEHP. The parties expressly recognize that IEHP personnel, including the

Chief Executive Officer of IEHP are without authorization to either change or waive any requirements of this Agreement.

12. **NONDISCRIMINATION**

- A. This Agreement hereby incorporates by reference the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq. and further agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement.
- B. In accordance with Title VI of the Civil Rights Act of 1964, all IEHP Members must receive access to all covered services without restriction based on race, color, creed, religion, ancestry, age, gender, national origin, marital status, sexual orientation, or physical or mental disability.
- C. IEHP shall follow-up on all grievances alleging discrimination and take appropriate action with all providers, organizations and other subcontractors. All discrimination-related grievances are forwarded to the Department of Health Care Services for review and appropriate action.

13. **CONFLICT OF INTEREST**

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

14. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

IEHP and CONTRACTOR are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), codified at Title 45, C.F.R., Parts 160 and 164, and the laws and regulations promulgated subsequent hereto, for purposes of services rendered pursuant to the Agreement. Both parties agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Both parties further agree that it shall be in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto. CONTRACTOR further agrees to the provisions of the HIPAA Business Associate Agreement, attached hereto in Attachment F.

15. **CONFIDENTIALITY**

- A. CONTRACTOR shall safeguard the confidentiality of Member medical records and treatments in accordance with all state and federal laws, including, without limitation, Title 42, Code of Federal Regulations, Section 431.300 et. seq., and

Section 14100.2, California Welfare and Institutions Code and regulations adopted thereunder.

- B. To the extent reasonably possible, each party agrees to maintain this Agreement as a confidential document and not to disclose the Agreement or any of its terms or reports without the approval of the other party, subject to the limitation of the Public Records Act and the Brown Act.

16. **NOTICES**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

**IEHP**

Bradley P. Gilbert, MD  
Chief Executive Officer  
IEHP  
303 East Vanderbilt Way, Suite 400  
San Bernardino, CA 92408  
(909) 890-2000

**CONTRACTOR**

Ed Walsh, MSW  
Director  
County of Riverside Office on Aging  
6296 River Crest Drive, Suite K  
Riverside, CA 92507  
(951) 867-3800

or to such other address(es) as the parties may hereafter designate.

17. **LICENSES**

CONTRACTOR shall maintain any professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

18. **WORK PRODUCT**

All reports, findings, data or documents compiled or assembled by CONTRACTOR under this Agreement becomes the property of IEHP, and shall be transmitted to IEHP at the termination of this Agreement.

19. **SEVERABILITY**

In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. **WAIVER**

Any waiver by IEHP of any breach of any one (1) or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term or of any other term herein.

21. **GOVERNING LAW**

- A. The provisions of the Government Claims Act (Government Code Section 900 et.seq.) must be followed first for any disputes under this Agreement.
- B. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the counties of San Bernardino or Riverside, State of California.

22. **DISALLOWANCE**

In the event CONTRACTOR receives payment for services under this Agreement which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to IEHP on request. IEHP retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this Agreement, or under any other contract or agreement between CONTRACTOR and IEHP.

23. **LIMITATION OF LIABILITY**

In no event shall either party be liable for consequential, indirect, or incidental damages, including, without limitation, lost profits, arising out of the services provided under this Agreement. CONTRACTOR's liability for IEHP's direct damages, whether based on principles of contract, tort or otherwise, shall not exceed, in the aggregate, the total amount paid by IEHP to CONTRACTOR under this Agreement.

24. **ENTIRE AGREEMENT**

This Agreement, including all attachments and manuals, which are hereby incorporated in this Agreement, supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement and no other agreement, statement or promise relating to this Agreement shall be binding or valid.


25. **CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

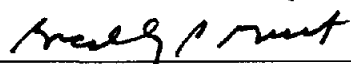
CONTRACTOR certifies that the individual signing below has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Professional Services Agreement as set forth below.

**CONTRACTOR:**

**INLAND EMPIRE HEALTH PLAN**

By:   
Ed Walsh, MSW, Director  
County of Riverside Office on Aging

By:   
Bradley P. Gilbert, MD  
Chief Executive Officer

Date: \_\_\_\_\_

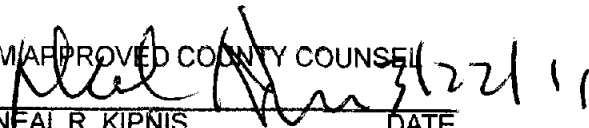
Date: 2/14/11

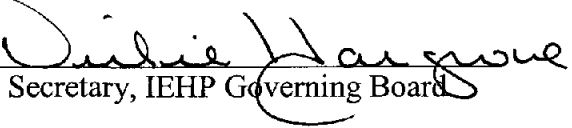
By: \_\_\_\_\_  
Chairperson, Board of Supervisors  
County of Riverside

By: \_\_\_\_\_  
SIGNATURE ON BEHALF OF  
IEHP GOVERNING BOARD  
APPROVED IN  
Chair, IEHP Governing Board 09-98  
(Contracts Under \$50,000)

Date: \_\_\_\_\_


Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

Attest:   
Secretary, IEHP Governing Board  
Date: 2-11-11

Approved as to Form and Content:

PAMELA J. WALLS  
County Counsel

By:   
Deputy County Counsel  
Attorneys for Inland Empire Health Plan

Date: 2/14/11

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

**COUNTY OF RIVERSIDE  
THROUGH ITS OFFICE ON AGING  
HOSPITAL LIAISON SOCIAL WORKER SERVICES  
Effective: March 1, 2011**

#### **SERVICE SCOPE**

This Agreement entitles IEHP to contract for hospital liaison social worker services for IEHP Members who are identified to be at high risk for readmission and meet the following criteria:

1. Enrolled as IEHP Medicare DualChoice (HMO SNP) or Seniors and Persons with Disabilities (SPD) Member;
  - Services may also be provided to IEHP Members from other lines of business as referred by IEHP staff and mutually agreed upon by both parties.
2. Admitted at Riverside Community Hospital, Parkview Community Hospital Medical Center, or Corona Regional Medical Center as caseload permits; and
3. Twenty-one (21) years of age or over.

The services to be accomplished are as follows:

1. CONTRACTOR shall provide a 0.5 FTE Masters level social worker (MSW) that will serve as the IEHP Hospital Liaison Social Worker primarily at the Riverside Community Hospital and Parkview Community Hospital Medical Center, and at the Corona Regional Medical Center, as caseload permits.
2. IEHP shall provide the Hospital Liaison Social Worker general orientation, access and training on its medical management system.
3. IEHP staff shall review and prescreen the daily inpatient census and refer Members to the Hospital Liaison Social Worker for services.
4. The Hospital Liaison Social Worker shall provide the following services:
  - a. Meet with IEHP patients and their families and conduct an initial screening assessment; and
  - b. Based on the completed assessment and the IEHP patient and/or family's willingness to participate in services, perform the following interventions:
    - i. Serve as the IEHP patient/family's liaison with the County of Riverside Office on Aging ("OOA") and refer them to OOA programs and services;
    - ii. Provide education to hospital and IEHP staff concerning the network of home and community-based services;
    - iii. Liaise with IEHP staff regarding post-discharge services that may be provided through IEHP to ensure the patient's smooth transition back to

- the community and reduce the risk of unnecessary readmission or poor discharge outcomes;
- iv. Work closely with hospital based discharge planners, case managers and social workers and suggest other community services and supports that may be appropriate for the patient at discharge;
  - v. Facilitate the patient/family's completion of the following:
    - Care Transitions Measure-3 (CTM-3) (Attachment D) if enrolled in Care Transitions Intervention (CTI); or
    - Pre-Test/Post-Test Consumer Survey (Attachment E) for all others;
  - vi. Enroll the patient in the Eric Coleman CTI program;
  - vii. Track IEHP patients admitted to the hospital and assess for continuity of care issues and serve as the hospital-based touch point, provide feedback to IEHP, the Office on Aging and other community-based providers as appropriate to preserve continuity of care and updated patient information to service providers;
  - viii. Provide ongoing documentation of activities and completed CTM-3 survey in IEHP's medical management system and in the hospital chart if appropriate and approved;
  - ix. Place referral notice in hospital chart to indicate referrals/interventions and forward referral notice to specific IEHP staff; and
  - x. Maintain patient referral log that includes all patients that were referred to the Hospital Liaison and the corresponding referral disposition.
5. Hospital Liaison Social Worker shall notify IEHP staff, through IEHP's medical management system when:
- a. A Member, enrolled in the CTI Program, completes or drops out of the program; and
  - b. A Member, not enrolled in the CTI Program, is discharged from the hospital.
6. CONTRACTOR shall provide IEHP with a monthly aggregate report based on collected data from the Pre-Test/Post-Test Consumer Surveys.

**ATTACHMENT B**

**SCHEDULE OF FEES**

COUNTY OF RIVERSIDE  
THROUGH ITS OFFICE ON AGING  
HOSPITAL LIAISON SOCIAL WORKER SERVICES  
Effective: March 1, 2011

CONTRACTOR will provide Hospital Liaison Social Worker services for IEHP at an annual cost of Fifty Thousand dollars (\$50,000). This cost shall include salary and benefits of Masters level social worker and administration support (office space, phone, etc).

1. CONTRACTOR shall submit a quarterly invoice, billed to "IEHP (601)", via electronic mail to: [accountspayable@iehp.org](mailto:accountspayable@iehp.org)
2. IEHP will pay CONTRACTOR within 30-days of receiving the invoice.



## ATTACHMENT C

### OWNERSHIP INFORMATION

#### HOSPITAL LIAISON SOCIAL WORKER SERVICES

Effective: March 1, 2011

**Contractor's Name:** County of Riverside Office on Aging

**Address:** 6296 River Crest Drive, Suite K **TIN:** 95-6000930

**City:** Riverside **State:** CA **Zip:** 92507 **NPI:**

**Phone:** (951) 867-3800 **Fax:** (951) 867-3830

**Email Address(es):** cwalsh@co.riverside.ca.us

**President:** N/A **Contact Person:** Ed Walsh, MSW, Director

**Person Signing Contract:** Ed Walsh, MSW, Director

**Broker Representative:** N/A

Please circle below how your organization is legally organized:


- Sole Proprietorship
- Partnership (LLC, etc.)
- Corporation
  - Privately Held Company\*
  - Publicly Traded Company
  - Non-Profit Entity
- Government Agency
- Other (please indicate)

\*If Privately Held Company, please indicate the names of the owners and their ownership % if over 10%.

Name

N/A

Ownership % (Greater than 10% interest)

  
Authorized Signature

3/11/11  
Date

**ATTACHMENT D**

**CARE TRANSITIONS MEASURE 3 (CTM-3)**

**Care Transition Measure-3 (CTM-3)**

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**Patient Name/Code (Optional):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**1. The hospital staff took my preferences and those of my family or caregiver into account in deciding what my health care needs would be when I left the hospital.**

Strongly  
Disagree

Disagree

Agree

Strongly  
Agree

Don't Know/  
Don't  
Remember/  
Not Applicable

**2. When I left the hospital, I had a good understanding of the things I was responsible for in managing my health.**

Strongly  
Disagree

Disagree

Agree

Strongly  
Agree

Don't Know/  
Don't  
Remember/  
Not Applicable

**3. When I left the hospital, I clearly understood the purpose for taking each of my medications.**

Strongly  
Disagree

Disagree

Agree

Strongly  
Agree

Don't Know/  
Don't  
Remember/  
Not Applicable

**#:** \_\_\_\_\_

## ATTACHMENT E

### PRE-TEST AND POST-TEST CONSUMER SURVEYS

#### Riverside County Care Management Pilot Project Consumer Pre Survey

For purposes of quality assurance, we request your feedback regarding the services that the Care Management Pilot Project provided to you and your family. Please take a few minutes to complete this questionnaire and return it to:

Riverside County Office on Aging  
6296 Rivercrest Drive, Suite K  
Riverside, CA 92507

Date completed: \_\_\_\_\_ Care Manager: \_\_\_\_\_

Person completing form (please check): \_\_\_\_\_ Client \_\_\_\_\_ Family member \_\_\_\_\_ Other \_\_\_\_\_

Client name (optional): \_\_\_\_\_

Client address (optional): \_\_\_\_\_

**Instructions:** For each question, please use a number from 1 to 5 to let us know what you think about the Care Management Services provided. One (1) being the lowest rating and five (5) being the highest rating.

**Please circle only one number per question.** Thank you for your time.

Not all		Sometimes		Always
1	2	3	4	5

1. Do you know what community resources are available should you need help at home?

1                      2                      3                      4                      5

2. Are your needs understood and met when you communicate with health care professionals?

1                      2                      3                      4                      5

3. Do you feel included in making decisions about the care and services you receive?

1                      2                      3                      4                      5

4. Do you feel that you have choices in the care and services you receive?

1                      2                      3                      4                      5

Additional comments:

\_\_\_\_\_  
\_\_\_\_\_

## Riverside County Care Management Pilot Project Consumer Post Survey

For purposes of quality assurance, we request your feedback regarding the services that the Care Management Pilot Project provided to you and your family. Please take a few minutes to complete this questionnaire and return it to:

Riverside County Office on Aging  
6296 Rivercrest Drive, Suite K  
Riverside, CA 92507

Date completed: \_\_\_\_\_ Care Manager: \_\_\_\_\_

Person completing form (please check): \_\_\_\_\_ Client \_\_\_\_\_ Family member \_\_\_\_\_ Other \_\_\_\_\_

Client name (optional): \_\_\_\_\_

Client address (optional): \_\_\_\_\_

**Instructions:** For each question, please use a number from 1 to 5 to let us know what you think about the Care Management Services provided. One (1) being the lowest rating and five (5) being the highest rating.

**Please circle only one number per question.** Thank you for your time.

Not all		Sometimes		Always
1	2	3	4	5

1. How effective was the care manager in assisting you and/or your family with obtaining resources and services? ..... 1      2      3      4      5
  
2. How effective was the care manager in assisting and communicating your needs with other health care professionals? ..... 1      2      3      4      5
  
3. Were you included in the decision – making process about your services or care? ..... 1      2      3      4      5
  
4. Do you feel that you had choices in the care and services you receive? ..... 1      2      3      4      5

Additional comments:

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## **ATTACHMENT F**

### **HIPAA BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement ("The Agreement") is Attachment to the Professional Service Agreement (the "Underlying Agreement") between the Inland Empire Health Plan ("IEHP") and the County of Riverside through its Office on Aging ("Contractor") as of the date of Section 2 - Period of Performance of the Underlying Agreement.

#### **RECITALS**

WHEREAS, IEHP and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to IEHP, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, C.F.R., Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and/or ePHI to the Underlying Agreement; and,

WHEREAS, IEHP is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from IEHP, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms shall have the same meanings set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of IEHP Disclosed PHI and/or ePHI.
  - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by IEHP:
    - (1) On behalf of IEHP, or to provide services to IEHP for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;

- (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may:
- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
    - (a) The disclosure is required by law; or
    - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
      - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or ePHI with that of the other data for the purpose of providing IEHP with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by IEHP.
  - (4) Not disclose PHI and/or ePHI disclosed to Contractor by IEHP not authorized by the Underlying Agreement or this Agreement without patient authorization or De-identification of the PHI and/or ePHI as authorized in writing by IEHP.
  - (5) De-identify any and all PHI and/or ePHI of IEHP received by Contractor under this Agreement provided that the De-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from IEHP, nor from another business associate of IEHP, except as permitted or required by this Agreement, or as required by law, or as otherwise permitted by law.

- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of IEHP.

- A. IEHP agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by IEHP that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Agreement.
- B. IEHP agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Agreement.
- C. IEHP agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. IEHP shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. IEHP will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Agreement and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by IEHP to Contractor, Contractor agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Agreement or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Agreement.

- D. Report to IEHP any use or disclosure of PHI and/or ePHI not provided for by this Agreement of which Contractor becomes aware.
  - E. Require subcontractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contract pursuant to this Agreement.
  - F. Use appropriate administrative technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from IEHP.
  - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of IEHP, within five (5) days, to PHI in a Designated Record Set, to IEHP, or to an Individual as directed by IEHP.
  - B. To make any amendment(s) to PHI in a Designated Record Set that IEHP directs or agrees to at the request of IEHP or an Individual within sixty (60) days of the request of IEHP.
  - C. To assist IEHP in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for IEHP to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) Contractor agrees to provide to IEHP or an Individual, within sixty (60) days, information collected in accordance with this section to permit IEHP to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) Contractor shall have available for IEHP the information required by this section for the six (6) years preceding IEHP's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to IEHP, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.



- E. Within thirty (30) days of receiving a written request from IEHP, make available any and all information necessary for IEHP to make an accounting of disclosures of IEHP PHI by Contractor.
  - F. Within thirty (30) days of receiving a written request from IEHP, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that IEHP would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contract needs to create or have access to IEHP ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, IEHP ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of IEHP.
  - B. Ensure the any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards.
  - C. Report to IEHP any security incident of which Contractor becomes aware that concerns IEHP ePHI.
7. Term and Termination.
- A. Term – this Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement.
  - B. Termination for Breach – IEHP may terminate the Underlying Agreement, effective immediately, without cause, if IEHP, in its sole discretion, determines that Contractor has breached a material provision of this Agreement. Alternatively, IEHP may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of IEHP in a timely manner, IEHP reserves the right to immediately terminate the Underlying Agreement.
  - C. Effect of Termination – Upon termination of the Underlying Agreement, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from IEHP, or created or received by Contractor on behalf of IEHP, and, in the event of destruction, Contractor shall certify such destruction, in writing, to IEHP. This provision shall apply to all PHI and/or ePHI which is in possession of

subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.

D. Destruction not Feasible – In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to IEHP of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

With respect to the subject matter in this HIPAA Business Associate Agreement, the following shall be applicable:

Contractor shall indemnify and hold harmless IEHP, its respective directors, officers, Governing Board, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs, and resulting from any reason whatsoever arising from the performance of Contractor, its officers agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards IEHP, its respective directors, officers, Governing Board, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of IEHP, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of IEHP; provided, however that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to IEHP as set forth herein. Contractor's obligation to defend, indemnify and hold harmless IEHP shall be subject to IEHP having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be and information and reasonable assistance, at Contractor's expense, for the defense of settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to IEHP the appropriate form of dismissal relieving IEHP from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless IEHP herein from third party claims arising from the issues of this Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contract from indemnifying IEHP to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement, this indemnification shall only apply to the subject issues included within this Agreement.

9. General Provisions.

- A. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for IEHP to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- B. Survival – The respective rights and obligations of this Agreement shall survive the termination or expiration of this Agreement.
- C. Regulatory References – A reference in this Agreement to a section in the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- D. Conflicts – Any ambiguity in this Agreement and the Underlying Agreement shall be resolved to permit IEHP to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Attachment – This Attachment shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

## **ATTACHMENT G**

### **INLAND EMPIRE HEALTH PLAN BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (the "Addendum"), effective February 17, 2010 ("Addendum Effective Date"), is entered into by and between the Inland Empire Health Plan, ("IEHP" or "Covered Entity"), and the County of Riverside through its Office on Aging ("Business Associate") (collectively, the "Parties"), with reference to the following facts:

#### **RECITALS**

WHEREAS, the American Recovery and Reinvestment Act ("ARRA") was signed into law in February 2009, which included Title XIII, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), imposing new requirements on Business Associates of Covered Entities under the HIPAA Privacy Rule and the implementing regulations adopted thereunder, as may be amended from time to time;

WHEREAS, this Addendum hereby amends and/or supplements any and all business associate contract language that the Parties entered into pursuant to the requirements of HIPAA, whether such business associate contract language is contained in one or more appendices, exhibits, addenda, provisions, sections, agreement(s) or stand-alone documents by and between IEHP and Business Associate (collectively, the "Underlying Agreement");

WHEREAS, if the current Underlying Agreement or business arrangement between the Parties does not include business associate contract language, this Addendum shall hereby establish the business associate contract language for the Parties' contractual relationship;

WHEREAS, except as specifically amended by this Addendum, the Underlying Agreement shall remain in full force and effect as written, and any reference to the Underlying Agreement shall mean the Underlying Agreement as amended by this Addendum on and following the Addendum Effective Date;

WHEREAS, the Parties agree that this Addendum is necessary to address the requirements of HIPAA, HITECH, Privacy Rule and Security Rule as they apply to contractor as a Business Associate of IEHP;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

#### **1. DEFINITIONS**

- a. Unless otherwise provided in this Addendum, all capitalized terms not otherwise defined in this Addendum or the Underlying Agreement shall have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule, and/or HITECH, as may be amended from time to time. To the extent a term is defined in

both the Underlying Agreement and in this Addendum, HIPAA or HITECH, the definition in this Addendum, HIPAA or HITECH shall govern.

- b. "ARRA" shall mean the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, all references in this Addendum to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.
- c. "Breach" shall mean the acquisition, access, use or disclosure of Unsecured Protected Health Information ("PHI") in a manner not permitted under HIPAA (45 CFR Part 164, Subpart E), CA and/or Civil Code 56.36 which compromises the security or privacy of the Unsecured Protected Health Information. For the purposes of HITECH, a Breach shall not include:
  - i. Any unintentional acquisition, access or use of Unsecured PHI by a workforce member or person acting under the authority of Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
  - ii. Any inadvertent disclosure by a person who is authorized to access Unsecured PHI at the workplaces of Covered Entity or Business Associate to another person authorized to access PHI at the workplaces of Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
  - iii. A disclosure of Unsecured PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- d. "Business Associate" shall mean with respect to a Covered Entity, a person who:
  - i. On behalf of such Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity performs or assists in the performance of:
    - a. A function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or
    - b. Any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations; or
  - ii. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation or financial services to or for

such Covered Entity where the provision of the service involves the disclosure of Personally Identifiable Health Information from such Covered Entity to the person.

- e. "Covered Entity" shall mean a health plan, a healthcare clearinghouse or a healthcare provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.
- f. "Data Aggregation" shall mean, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the healthcare operations of the respective Covered Entities.
- g. "Discovered" means a Breach shall be treated as discovered by Covered Entity or Business Associate as the first day on which such Breach is known to such Covered Entity or Business Associate, respectively, (including any person, other than the individual committing the Breach, that is an employee, officer or other agent of such entity or associate, respectively) or should reasonably have been known to such Covered Entity or Business Associate (or person) to have occurred.
- h. "Electronic Protected Health Information" ("ePHI") shall mean PHI, as defined in subsection (m) of this Section, that is transmitted or maintained in electronic media.
- i. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- j. "HITECH" shall mean the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder when and as each is effective.
- k. "Personally Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual; and
  - i. Is created or received by a healthcare provider, health plan, employer or healthcare clearinghouse; and
  - ii. Relates to the past, present or future physical or mental health condition of an individual; the provision or healthcare to an individual; or the past, present or future payment for the provision of healthcare to an individual; and
    - a. That identifies the individual; or

- b. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. "Privacy Rule" shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- m. "Protected Health Information" ("PHI") shall mean Personally Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Personally Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.
- n. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.
- o. "Secured PHI" shall mean PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under Section 13402(h)(2) of HITECH.
- p. "Security Rule" shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- q. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services ("DHHS").

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- a. Permitted Uses. Business Associate shall not use, access or further disclose PHI other than as permitted or required by this Addendum or as required by law. Further, Business Associate shall not use PHI in any manner that would constitute a violation of the Privacy Rule or HITECH. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- b. Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not disclose PHI to a health plan for payment or healthcare operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the healthcare item or service to which the PHI solely relates; 42 U.S.C. Section 17935(a) and 45 C.F.R.

Section 164.522(a)(1)(i)(A). Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by HITECH, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Underlying Agreement.

- c. Appropriate Safeguards. Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316:
- i. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the entity; implement a security awareness and training program for all members of its workforce; implement policies and procedures to prevent those workforce members who do not have access from obtaining access to ePHI; implement policies and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain ePHI; and perform a periodic technical and non-technical evaluation in response to environmental or operational changes affecting the security of ePHI that establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.
  - ii. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access ePHI; implement physical safeguards for all workstations that access ePHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain ePHI into and out of a facility and the movement of these items within the facility.
  - iii. Implement technical policies and procedures for electronic information systems that maintain ePHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R. Section 164.308; implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use ePHI; implement policies and procedures to protect ePHI from improper alteration, destruction, unauthorized access or loss of integrity or availability.
  - iv. Business Associate shall extend such policies and procedures, if applicable, for the protection of physical PHI to prevent, detect, contain and correct



security violations, as well as to limit unauthorized physical access to the facility or facilities in which the PHI is housed.

- d. Mitigation. Business Associate shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- e. Reporting of Improper Access, Use or Disclosure or Breach. Business Associate shall report to Covered Entity's Compliance Department any unauthorized use, access or disclosure of Unsecured PHI or any other security incident with respect to PHI no later than fifteen (15) business days after Discovery of the potential Breach ("Notice Date"). The Compliance Department can be reached via Facsimile: (909) 890-2973; or through the Compliance Hotline: (866) 355-9038. Upon Discovery of the potential Breach the Business Associate shall complete the following actions:
  - i. Provide Covered Entity's Compliance Department with the following information to include but not limited to (as required by 45 C.F.R §§ 164.410, 164.404):
    - a. The identification of each individual (IEHP Members) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used or disclosed;
    - b. Date(s) of Breach: MM/DD/YYYY;
    - c. Date(s) of Discovery of Breach: MM/DD/YYYY;
    - d. Approximate number of individuals (IEHP Members) affected by the Breach;
    - e. Type of Breach, i.e., theft, loss, improper disposal, unauthorized access, hacking/IT incident (for additional selections, see U.S. Department of Health & Human Services, Health Information Privacy);
    - f. Location of breached information, i.e., laptop, desktop computer, network server, email, other portable electronic device (see U.S. Department of Health & Human Services, Health Information Privacy);
    - g. Type of PHI involved in the Breach, i.e., demographic information, financial information, clinical information (see U.S. Department of Health & Human Services, Health Information Privacy);
    - h. Description of the Breach, including but not limited to, location of Breach, any additional information regarding the type of Breach, and type of media;

- i. Safeguards in place prior to Breach, i.e., firewalls, packet filtering (router-based), encrypted wireless (see U.S. Department of Health & Human Services, Health Information Privacy);
  - j. Actions taken in response to Breach, i.e., mitigation, protection against any further breaches, policies and procedures (see U.S. Department of Health & Human Services, Health Information Privacy); and
  - k. Any steps individuals should take to protect themselves from potential harm resulting from the Breach.
- ii. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of Discovery of the potential Breach to determine the following:
  - a. Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
  - b. Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the patient/client; and
  - c. Whether the incident falls under one of the Breach exceptions.
- iii. Provide completed risk assessment and investigation documentation to Covered Entity's Compliance Department with twenty-five (25) calendar days of Discovery of the potential Breach and collaborate with the Covered Entity on making a decision on whether a Breach has occurred:
  - a. If a Breach has not occurred, notification to patient/client(s) is not required;
  - b. If a Breach has occurred, notification to the patient/client(s) is required, and Business Associate must provide Covered Entity with affected patient/client names and contact information so that the Covered Entity can provide notification.
- iv. Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential Breach for the purposes of audit or should the Covered Entity reserve the right to conduct its own investigation and analysis.
- v. Should the Breach of Unsecured PHI be caused solely by the Business Associate's failure to comply with one or more of its obligations under this BAA, Privacy Rule, Security Rule and/or HITECH Provisions, Business Associate shall pay for any and all costs associated with providing all

legally required notifications to individuals, media outlets, and the Secretary.

- vi. Should the Breach of Unsecured PHI involve more than 500 residents of a single State or jurisdiction, Business Associate shall provide to IEHP, no later than the Notice Date, the information necessary for IEHP to prepare the notice to media outlets as set forth in 45 CFR § 164.406.
  - vii. Should the Breach of Unsecured PHI involve 500 or more individuals, Business Associate shall provide to IEHP, no later than the Notice Date, the information necessary for IEHP to prepare the notice to the Secretary as set forth in 45 CFR § 164.408.
  - viii. Should the Breach of Unsecured PHI involve less than 500 individuals, Business Associate shall maintain a log of such Breaches and provide such log to IEHP, for submission to the Secretary, on an annual basis and not later than forty-five (45) days after the end of each calendar year.
- f. Permitted Disclosures. If Business Associate discloses PHI to a third party, including any agent or subcontractor, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any Breach of confidentiality of the PHI, to the extent it has obtained knowledge of such Breach [42 U.S.C. § 17932; 45 CFR § 164.504(e)].
- g. Access to Protected Health Information. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, as required by 45 CFR § 164.524.
- h. Amendment of Protected Health Information. If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR §164.526, in the time and manner designated by the Covered Entity.
- i. Access to Records. Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use, access and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations.

- j. Accounting for Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI. Further, Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and HITECH.
- k. Destruction of Protected Health Information. Within sixty (60) days upon termination or expiration of the Underlying Agreement and Addendum, Business Associate shall return all PHI required to be retained and return or destroy all other PHI received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. Business Associate agrees to retain no copies of such PHI; however, in the event the Business Associate determines that returning the PHI is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Addendum, to any PHI retained by Business Associate or its subcontractors, employees or agents after the termination of the Underlying Agreement and Addendum, and to limit any further use, access or disclosures to the purposes that make the return or destruction of the PHI infeasible.
- l. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. § 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material Breach or violation of the Covered Entity's obligations under this Addendum, the Business Associate must take reasonable steps to cure the Breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Addendum if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.

### **3. OBLIGATIONS OF COVERED ENTITY**

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use, access or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose PHI, to the extent that such changes may affect Business Associate's use, access or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use, access or disclosure of PHI.

- d. Covered Entity shall complete the following in the event that the Covered Entity has determined that Business Associate has a Breach:
  - i. Determine appropriate method of notification to the patient/client(s) regarding a Breach as outlined under Section 13402(e) of HITECH;
  - ii. Send notification to the patient/client(s) without unreasonable delay but in no case later than sixty (60) days of Discovery of the Breach with at least the minimal required elements as follows:
    - a. Brief description of what happened, including the date of the Breach and the date of Discovery;
    - b. Description of the types of Unsecured PHI involved in the Breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
    - c. Steps patient/client(s) should take to protect themselves from potential harm resulting from the Breach;
    - d. Brief description of what is being done to investigate the Breach, to mitigate harm to patient/client(s) and to protect against any further Breaches; and
    - e. Contact procedures for patient/client(s) to ask questions or learn additional information, which must include a toll-free telephone number, an email address, website or postal address.
  - iii. Determine if notice is required to Secretary.
  - iv. Submit Breach information to the Secretary within the required timeframe, in accordance with 45 C.F.R. § 164.408(b).
  - v. Breach Pattern or Practice by Business Associate. Pursuant to 45 C.F.R. 164.504(e), if the Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material Breach or violation of the Business Associate's obligations under this Addendum, the Covered Entity must take reasonable steps to cure the Breach or end the violation. If the steps are unsuccessful, the Covered Entity must terminate the Addendum if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.

#### **4. GENERAL PROVISIONS**

- a. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use,


access or disclosure of PHI by Business Associate or any agent or subcontractor of Business Associate that received PHI from Business Associate.

- b. Ownership. The PHI shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI.
- c. Regulatory References. A reference in this Addendum to a section in the Privacy and Security Rules and patient confidentiality regulations means the section as in effect or as amended.
- d. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules, HIPAA, and HITECH.
- e. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.
- f. Counterparts. This Addendum may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document. Facsimiles of this Addendum shall be deemed to be originals for all purposes of this Addendum.

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IN WITNESS WHEREOF, the parties hereto have executed this Business Associate Addendum as signed below.

**BUSINESS ASSOCIATE**

By: 

TIN: 95-6000930

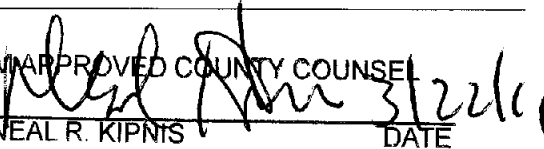
Print Name and Title:

Ed Walsh, Director

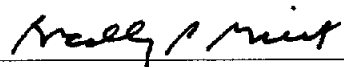
County of Riverside Office on Aging

Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY:   
NEAL R. KIPNIS DATE

**INLAND EMPIRE HEALTH PLAN**


By:   
Bradley P. Gilbert, MD  
Chief Executive Officer

Date: 2/14/11

Signature On Behalf Of The  
IEHP Governing Board  
Approved In  
Resolution 10-160  
(HIPAA Business Associate Agreement)

By: \_\_\_\_\_  
SIGNATURE ON BEHALF OF  
IEHP GOVERNING BOARD  
Chairperson APPROVED IN  
Inland Empire Health Plan RESOLUTION 09-98  
Governing Board (Contracts Under \$50,000)

Date: \_\_\_\_\_

Attest:   
Secretary  
Inland Empire Health Plan

Date: 2-11-11

Approved as to Form and Content  
PAMELA J. WALLS  
County Counsel

By:   
Deputy County Counsel  
Attorneys of Inland Empire Health Plan

Date: 2/14/11