

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

272



**FROM :** Office on Aging

**SUBMITTAL DATE:**  
May 30, 2012

**SUBJECT:** Professional Services Agreements between Riverside County Office on Aging and Desert Healthcare District and Riverside County Office on Aging and Desert Regional Medical Center (Hospital Liaison Social Worker Services) and Amend Ordinance No. 440 pursuant to Resolution No. 440-8889. submitted herewith.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve and Authorize Chair to execute the Professional Services Agreement with Desert Healthcare District (\$40,000) and the Grant Agreement with Desert Regional Medical Center (\$40,000) from June 1, 2012 through May 31, 2013; not to exceed \$80,000.
- 2) Return three (3) Professional Services Agreements and four (4) Grant 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. 440-8889 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

*Edward F. Walsh*  
Edward F. Walsh, Director

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY *Samuel Wong* 6/12/12

<b>SAMUEL WONG FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 80,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

<b>SOURCE OF FUNDS:</b> 50% Desert Healthcare District; 50% Desert Regional Medical Center	<b>Positions To Be Deleted Per A-30</b>	<input checked="" type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature** BY: *Jani Sioson*  
Jani Sioson

FORM APPROVED BY COUNTY COUNSEL  
BY: *Neal R. Kipnis* DATE: *6/12/12*  
Departmental Concurrence

Approved by *Barbara A. Oltner*,  
Asst. County Executive Officer/  
Human Resources Director

Policy  Consent   
Policy  Consent

ep't Recomm.:  
er Exec. Ofc.:

**SUBJECT:** FY 2012/13 Contract Agreements between Riverside County Office on Aging and Desert Healthcare District and Riverside County Office on Aging and Desert Regional Medical Center (Hospital Liaison Social Worker Services) and Amend Ordinance No. 440 pursuant to Resolution No. 440- 8889 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 two new partnerships with Desert Healthcare District and Desert Regional Medical Center (DRMC) to provide the Desert Regional Medical Center 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 DRMC patients and their families, the Hospital Liaison Social Worker will provide consultation and a point of contact for community based care for DRMC staff. The Hospital Liaison Social Worker will implement the Coleman Care Transition Intervention 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 DRMC Patients and at the same time, reduce preventable hospital readmissions.

The professional service agreements term is June 1, 2012 through May 31, 2013.

One Social Service Worker V is a 100% 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 this position is \$79,622. 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 – FY12-13**

Adjusting revenue and appropriations:

**INCREASE ESTIMATED REVENUE:**

21450-5300100000-774500	Health Services	40,000
21450-5300100000-781850	Grants-Nongovtl Agencies	40,000
		-----
	Total:	80,000

**INCREASE APPROPRIATIONS:**

21450-5300100000-510040	Regular Salaries	43,792
21450-5300100000-518100	Budgeted Benefits	35,830
21450-5300100000-529040	Private Mileage Reimbursement	378
		-----
	Total:	80,000

**SUBJECT:** FY 2012/13 Contract Agreements between Riverside County Office on Aging and Desert Healthcare District and Riverside County Office on Aging and Desert Regional Medical Center (Hospital Liaison Social Worker Services) and Amend Ordinance No. 440 pursuant to Resolution No. 440-8889 submitted herewith.

1 RESOLUTION NO. 440-8889

2  
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in  
4 regular session assembled on \_\_\_\_\_, 2012, that pursuant to Section 4(a)(ii) of  
5 Ordinance No. 440, the Director of Senior Service Systems is authorized to make the following listed  
6 change(s), operative on the date of approval, as follows:

7 Job  
8 Code      +/-      Department ID      Class Title  
9 79878      + 1      5300100000      Social Services Worker V

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") is made and entered into as of the Twenty-First day of May, 2012 by and between Tenet HealthSystem Desert, Inc., a California corporation, doing business as **DESERT REGIONAL MEDICAL CENTER** (the "Covered Entity") and **COUNTY OF RIVERSIDE OFFICE ON AGING** (the "Business Associate") (each a "Party" and collectively the "Parties").

**WHEREAS**, Covered Entity and Business Associate have entered into an agreement under which Business Associate provides certain specified services to Covered Entity (the "Agreement"); and

**WHEREAS**, in providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information ("PHI") (as defined below); and

**WHEREAS**, the services provided by Business Associate to Covered Entity cause Business Associate to be considered a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto (collectively, "HIPAA"); and

**WHEREAS**, Covered Entity and Business Associate desire to modify the Agreement to include certain provisions required by the HIPAA Privacy Rule, Security Rule, and Breach Notification Rule.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the terms below shall have the meanings given to them in this Section.
  - (a) **Breach** shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 C.F.R. § 164.402.
  - (b) **Breach Notification Rule** shall mean the portion of HIPAA set forth in Subpart D of 45 C.F.R. Part 164.
  - (c) **Covered Entity** shall have the meaning given to that term in 45 C.F.R. § 164.501.
  - (d) **Data Aggregation** shall mean, with respect to PHI created or received by Business Associate in its capacity as the business associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the Health Care Operations (defined below) of the respective Covered Entities. The meaning of "data aggregation" in this BAA

shall be consistent with the meaning given to that term in the HIPAA Privacy Rule.

- (e) **Designated Record Set** shall mean a group of Records maintained by or for the Covered Entity that: (a) consists of medical records and billing records about individuals maintained by or for the Covered Entity; (b) consists of the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) consists of Records used, in whole or part, by or for the Covered Entity to make decisions about individual patients. As used herein, the term "Record" shall mean any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity. The term "designated record set", however, shall not include (1) any information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, including but not limited to, any information subject to the attorney-client privilege, trial preparation immunity, attorney work product, peer review privilege or other privilege under applicable law, (2) any information in the possession of Business Associate that is the same as information in the possession of Covered Entity (information shall be considered the same information even if the information is held in a different format, medium or presentation or it has been standardized), or (3) any information that constitutes "psychotherapy notes" as defined in 45 C.F.R. § 164.501.
- (f) **De-Identify** shall mean to alter the PHI such that the resulting information meets the requirements described in 45 C.F.R. § 164.514(a) and (b).
- (g) **Electronic PHI** shall mean any PHI maintained in or transmitted by electronic media as defined in 45 C.F.R. § 160.103.
- (h) **Health Care Operations** shall have the meaning given to that term at 45 C.F.R. § 164.501.
- (i) **HHS** shall mean the U.S. Department of Health and Human Services.
- (j) **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- (k) **Privacy Rule** shall mean that portion of HIPAA set forth in 45 C.F.R. Part 160 and in Subparts A and E of 45 C.F.R. Part 164.
- (l) **Protected Health Information or PHI** shall mean information transmitted or maintained in any form or medium, including demographic information collected from an individual, that
  - (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and



- (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (a) 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.

The meaning of “protected health information” or “PHI” in this BAA shall be consistent with the meaning given to that term in the HIPAA Privacy Rule.

- (m) **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (n) **Security Rule** shall mean that portion of HIPAA set forth in Subpart C of 45 CFR Part 164 which sets standards for the protection of electronic PHI.
- (o) **Unsecured Protected Health Information or PHI** shall mean any “protected health information” or “PHI” that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued pursuant to Section 13402(h) (42 U.S.C. § 17932(h)) of the HITECH Act.

## 2. **Use and Disclosure of PHI.**

- (a) Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to the Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- (b) Except as otherwise limited by this BAA, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) such disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from such third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to such third party; and (b) an agreement from such third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of such breach.
- (c) Covered Entity does not authorize Business Associate to De-Identify the PHI without separate prior written approval.

- (d) Business Associate shall not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the HIPAA Privacy Rule, or as required by law. Business Associate shall use or disclose PHI, to the extent practicable, as a Limited Data Set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) (42 U.S.C. § 17935(b)) of the HITECH Act, and any implementing regulations adopted thereunder, for each use or disclosure of PHI hereunder.
- (e) Upon request, Business Associate shall make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
3. **Safeguards Against Misuse of PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA; and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.
4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate shall report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware; and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within ten (10) business days of becoming aware of the event.
5. **Reporting Breaches of Unsecured PHI.** Business Associate shall notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with 45 C.F.R. § 164.410, but in no case later than sixty (60) calendar days after discovery. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the applicable requirements of Subpart D of 45 C.F.R. Part 164 imposed on Covered Entity as a result of a Breach committed by Business Associate.
6. **Mitigation of Disclosures of PHI.** Business Associate shall take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
7. **Agreements with Agents or Subcontractors.** Business Associate shall ensure that any of its agents or subcontractors that have access to or to which Business Associate provides PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained herein and agrees to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or Covered Entity.



**8. Access to PHI by Individuals.**

- (a) Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an individual request for access to PHI under 45 C.F.R. § 164.524.
- (b) In the event any individual or personal representative requests access to the individual's PHI directly from Business Associate, Business Associate within ten (10) business days, shall forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of the Covered Entity.

**9. Amendment of PHI.**

- (a) Upon request and instruction from Covered Entity, Business Associate shall amend PHI or a Record about an individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 C.F.R. § 164.526. Any request by Covered Entity to amend such information shall be completed by Business Associate within fifteen (15) business days of Covered Entity's request.
- (b) In the event that any individual requests that Business Associate amend such individual's PHI or Record in a Designated Record Set, Business Associate within ten (10) business days, shall forward such request to Covered Entity. Any amendment of, or decision not to amend, the PHI or Record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI shall be the sole responsibility of the Covered Entity.

**10. Accounting of Disclosures.**

- (a) Business Associate shall document any disclosures of PHI made by it to account for such disclosures as required by 45 C.F.R. § 164.528(a). Business Associate also shall make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

- (b) Business Associate hereby agrees to implement an appropriate recordkeeping system to enable it to comply with the requirements of this Section. Business Associate agrees to retain such records for a minimum of six (6) years.
- (c) Business Associate acknowledges that the excepted disclosures at 45 C.F.R. § 164.528(a)(1)(i), not requiring an accounting of disclosures of PHI for purposes of carrying out Treatment, Payment, and Health Care Operations, are inapplicable and that these disclosures must be accounted for during the three (3) years prior to the date on which the accounting is requested by the individual, to the extent required under Section 13405(c) (42 U.S.C. § 17935(c)) of the HITECH Act.
- (d) Business Associate shall furnish to Covered Entity information collected in accordance with this Section, within ten (10) days after written request by the Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 C.F.R. § 164.528, or in the event that Covered Entity elects to provide an individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the individual, if and to the extent that such accounting is required under the HITECH Act or under regulations adopted thereunder.
- (e) In the event an individual delivers the initial request for an accounting directly to Business Associate, Business Associate shall within ten (10) days forward such request to Covered Entity.

11. **Availability of Books and Records.** Business Associate shall make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

12. **Term and Termination.**

- (a) This BAA shall become effective on the date first written above, and shall continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
- (b) Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if the Covered Entity makes a determination that the Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within thirty (30) days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.
- (c) Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate shall be returned to Covered Entity or destroyed by Business Associate. Business Associate shall not retain any copies of such information. This provision shall apply to PHI in the possession of

Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate shall furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. This Section 12(c) shall survive any termination of this BAA.

**13. Effect of BAA.**

- (a) This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA shall govern.
- (b) Except as expressly stated herein or as provided by law, this BAA shall not create any rights in favor of any third party.

**14. Regulatory References.** A reference in this BAA to a section in HIPAA means the section as in effect or as amended.

**15. Notices.** All notices, requests and demands or other communications to be given hereunder to a Party shall be made via first class mail, registered or certified or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

If to Covered Entity, to:

**TENET HEALTHSYSTEM DESERT, INC.  
D/B/A DESERT REGIONAL MEDICAL CENTER  
1150 N. INDIAN CANYON DRIVE  
PALM SPRINGS, CA 92262**

Attention: Chief Executive Officer  
Facsimile number: (760) 323-6890

If to Business Associate, to:

**RIVERSIDE COUNTY OFFICE ON AGING  
6296 River Crest Drive, Suite K  
Riverside, CA 92507**


Attention: Ed Walsh, Director

16. **Amendments; Waiver.** This BAA may not be modified, nor shall any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
17. **HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes significant changes to the HIPAA Privacy Rule and the HIPAA Security Rule. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Regulations and many of these changes will be clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder. Also, the Parties agree to negotiate in good faith to modify this Agreement as reasonably necessary to comply with the HITECH Act and its implementing regulations as they become effective; provided, however, that if the Parties are unable to reach agreement on such a modification, either Party shall have the right to terminate this BAA upon thirty (30) days prior written notice to the other Party.

In Witness Whereof, this BAA is executed by the Parties as of the date first written above.

**COVERED ENTITY:**


TENET HEALTHSYSTEM DESERT, INC.  
d/b/a DESERT REGIONAL MEDICAL CENTER

By:   
Name: Karolee M. Sowle, FACHE  
Title: President and Chief Executive Officer

Date: 5-22-12  
Address: 1150 N. Indian Canyon Drive  
Palm Springs, CA 92262  
(760) 323-6511

**BUSINESS ASSOCIATE:**

COUNTY OF RIVERSIDE  
OFFICE ON AGING

By:   
Name: Ed Walsh, MSW  
Title: Director

Date: 6/6/12  
Address: 6296 River Crest Drive, Suite K  
Riverside, CA 92507  
(951) 867-3854

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

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

**FOR**

**HOSPITAL LIAISON SOCIAL WORKER SERVICES**

**BETWEEN**

**TENET HEALTHSYSTEM DESERT, INC., dba DESERT REGIONAL  
MEDICAL CENTER**

**AND**

**COUNTY OF RIVERSIDE**

**THROUGH ITS OFFICE ON AGING**



**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is made and entered into as of the later of April 24, 2012, or the execution of the Agreement by both parties (“Effective Date”) by and between Tenet HealthSystem Desert, Inc., a California corporation, dba **DESERT REGIONAL MEDICAL CENTER** (“Hospital”), and the **COUNTY OF RIVERSIDE THROUGH ITS OFFICE ON AGING** (“Contractor”), with references to the following facts:

**RECITALS**

WHEREAS, Hospital is in need of the professional services offered by Contractor; 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 CEO of the Hospital;

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 Hospital, 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 Hospital 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 Hospital shall immediately notify Contractor in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on Hospital’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. Notwithstanding the Effective Date, this Agreement shall be commence as of the date of hire of the Hospital Liaison by the Riverside County Office on Aging (“Commencement Date”),e and shall continue in effect for **one (1)** year, from the Commencement Date 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 Hospital as follows:

- A. Compensation for services rendered shall be paid by the Hospital upon the Chief Financial 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 **Forty Thousand and 00/100 Dollars (\$40,000)**.

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 Hospital including Worker’s Compensation Benefits.

5. **INDEMNIFICATION**

Contractor shall indemnify, and hold harmless Hospital, 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, Hospital, 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 D shall be in conflict. In the event of any conflict, the Indemnification provisions in Attachment D 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 Hospital 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 Hospital, its employees, servants and agents while in the course of their employment with Hospital, are named as additional insured. Contractor shall provide Hospital with written notification thirty (30) days prior to any cancellation, reduction, lapse, or other material change in the amount or scope of any coverage 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 Hospital.
- D. In instances where Contractor is a self-insured public entity, the foregoing insurance provisions may be waived by Hospital. Contractor agrees to provide Hospital with proof of such self-insurance coverage upon request by Hospital. 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 Hospital 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 Hospital, Contractor agrees to furnish to Hospital 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 Hospital all documents related to services rendered under this Agreement.
- C. Should Hospital 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 Hospital 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 Hospital, as approved and authorized by the Governing Board of Hospital. 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 Hospital may authorize any alteration or revision of this Agreement on behalf of Hospital. The parties expressly recognize that Hospital personnel, including the Chief Executive Officer of Hospital 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 Hospital 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. Hospital 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)**

Hospital 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 D.

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 there under.

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:

**HOSPITAL**

Karolee M. Sowle, FACHE  
Chief Executive Officer  
Hospital  
1150 N. Indian Canyon Dr.  
Palm Springs, CA 92263  
(760) 323-6774

**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 Hospital, and shall be transmitted to Hospital 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 Hospital 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. **COMPLIANCE OBLIGATIONS.**

Contractor represents that he/she read, understands, and shall abide by Tenet's Standards of Conduct. Contractor shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/pages/ethicscompliance.aspx>. Provider shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request. Contractor and any employees, if applicable, shall complete any training required under Tenet's Compliance Program.

23. **EXCLUSION LISTS SCREENING.**

Contractor shall screen all of his/her current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") if any, against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov><<http://www.oig.hhs.gov/>>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov><<http://www.epls.gov/>>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, Contractor shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.



24. **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 Hospital on request. Hospital 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 Hospital.

25. **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 Hospital's direct damages, whether based on principles of contract, tort or otherwise, shall not exceed, in the aggregate, the total amount paid by Hospital to Contractor under this Agreement.

26. **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.

27. **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.

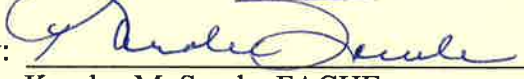
***SIGNATURE PAGE FOLLOWS***

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

**Contractor:**

**Tenet HealthSystem Desert, Inc.  
dba DESERT REGIONAL MEDICAL CENTER**

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

By:   
Karolee M. Sowle, FACHE  
President/Chief Executive Officer

Date: 6/6/12


Date: 5-22-12

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

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

Approved as to Form and Content:

PAMELA J. WALLS  
County Counsel

By:   
Deputy County Counsel

Date: 6/12/12

## ATTACHMENT A

### SCOPE OF SERVICES

COUNTY OF RIVERSIDE  
THROUGH ITS OFFICE ON AGING  
HOSPITAL LIAISON SOCIAL WORKER SERVICES

#### SERVICE SCOPE

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

1. Twenty-one (21) years of age or over.
2. Participants in the Medicare program either as a fee-for service member or enrolled in a Medicare HMO.

The services to be accomplished are as follows:

1. Contractor shall provide a 1.0 FTE Masters level social worker (MSW) that will serve as the Hospital Liaison Social Worker.
2. Hospital shall provide the Hospital Liaison Social Worker general orientation, access and training on its medical management system.
3. Hospital staff shall review and prescreen the daily inpatient census and refer patients to the Hospital Liaison Social Worker for services.
4. Hospital shall provide a workspace including computer, printer, and telephone access for Hospital Liaison Social Worker to use while providing Services.
5. The Hospital Liaison Social Worker shall provide the following services:
  - a. Meet with Hospital patients and their families and conduct an initial screening assessment; and
  - b. Based on the completed assessment and the Hospital patient and/or family's willingness to participate in services, perform the following interventions:
    - i. Serve as the Hospital 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 Hospital staff concerning the network of home and community-based services;
    - iii. Liaise with Hospital staff regarding post-discharge services that may be provided through Hospital 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 Hospital patients admitted to the Hospital and assess for continuity of care issues and serve as the Hospital-based touch point, provide feedback to Hospital, 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 Hospital'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 Hospital staff; and
  - x. Maintain patient referral log that includes all patients that were referred to the Hospital Liaison and the corresponding referral disposition.
6. Hospital Liaison Social Worker shall notify Hospital staff, through Hospital's medical management system when:
- a. A Patient, enrolled in the CTI Program, completes or drops out of the program; and
  - b. A Patient, not enrolled in the CTI Program, is discharged from the Hospital.
7. Contractor shall provide Hospital 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

Contractor will provide Hospital Liaison Social Worker services for Hospital at an annual cost of **Forty Thousand dollars (\$40,000)**. This cost represents the Hospital underwriting Fifty Percent (50%) of the salary and benefits of Masters level social worker and administration support (office space, phone, etc). The other Fifty Percent (50%) of costs are to be underwritten by a grant, already approved by and from the Desert Healthcare District.

1. Contractor shall submit a quarterly invoice, billed to "Hospital (601)", via electronic mail to: accountspayable@TenetHealthSystem.com
2. Hospital will pay Contractor within 30-days of receiving the invoice.

**ATTACHMENT C**

**OWNERSHIP INFORMATION**

HOSPITAL LIAISON SOCIAL WORKER SERVICES

**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):** ewalsh@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

\_\_\_\_\_  
Date



ATTACHMENT D

CARE TRANSITIONS MEASURE 3 (CTM-3)

Care Transition Measure-3 (CTM-3)

---

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DESERT HEALTHCARE DISTRICT GRANT AGREEMENT**

This agreement is entered into by the Desert Healthcare District (“DISTRICT”), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and Riverside County Office on Aging (“RECIPIENT”) and is effective upon execution by both parties.

1. **Grant**

Purpose and Use of Grant: Office on Aging Hospital Liaison - Care Transition Intervention – matching funds for a social work position to serve as Hospital Liaison/Care Transitions Coach in Desert Regional Medical Center

Amount: \$40,000

2. **Term of Agreement**

The term of this agreement is from June 1, 2012 through May 31, 2013, subject, however, to earlier termination as provided in this agreement.

3. **Legal Responsibility/Liability**

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated solely for the purpose for which the grant was intended. RECIPIENT agrees to be knowledgeable of the requirements of this agreement and to be responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or liable for RECIPIENT's performance or failure to perform under the terms of the grant or this agreement.

RECIPIENT agrees that DISTRICT may review, audit, and/or inspect DISTRICT-funded program operated by RECIPIENT under this agreement for compliance with the terms of this agreement.

4. **Reduction/Reimbursement of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the District determines in its sole discretion that RECIPIENT is not using the grant for the intended purposes or meeting the objectives of the grant. RECIPIENT hereby expressly

DISTRICT \_\_\_\_\_ RECIPIENT \_\_\_\_\_

waives any and all claims against DISTRICT for damages that may arise from the termination, suspension, or reduction of the grant funds provided by DISTRICT.

RECIPIENT further agrees to reimburse any funds received from DISTRICT, where the DISTRICT determines that grant funds have not been utilized by RECIPIENT for their intended purpose.

5. **Other Funding Sources**

If requested by DISTRICT, RECIPIENT shall make information available regarding other funding sources or collaborating agencies for the programs or services provided by RECIPIENT.

6. **Attribution Policy**

RECIPIENT agrees to comply with the DISTRICT'S attribution policy, which is attached to this agreement as Exhibit "A."

7. **Payment Schedule**

Unless RECIPIENT and DISTRICT agree upon alternative arrangements, grant funds shall be allocated and paid according to the schedule and requirements described on Exhibit "B." In the event RECIPIENT fails to provide report(s) and/or appropriate supporting documentation in a timely manner, RECIPIENT may be subject to a delay or discontinuance of funding, at DISTRICT'S sole discretion.

8. **Program Budget**

RECIPIENT shall also submit, prior to the DISTRICT entering into this agreement, a program budget, which shall be subject to review and approval of DISTRICT. A copy of RECIPIENT'S program budget shall be attached to this agreement as Exhibit "C."

9. **Scope of Services/Recipient Activities**

Prior to the DISTRICT entering into this agreement, RECIPIENT shall include in its application, subject to review and approval by the DISTRICT, details of the RECIPIENT'S scope of service(s), activities or program(s) proposed for funding.

10. **Evaluation/Outcomes Reporting**

Prior to the District entering into this agreement, RECIPIENT shall include in its application, subject to review and approval of the DISTRICT, details of its plan for evaluation and reporting.

DISTRICT \_\_\_\_\_ RECIPIENT \_\_\_\_\_

RECIPIENT shall cooperate in efforts undertaken by DISTRICT to evaluate RECIPIENT'S effectiveness and use of the grant funds. RECIPIENT shall participate in and comply with all on-site evaluation and grant monitoring procedures including interviews with RECIPIENT'S staff by DISTRICT. RECIPIENT, at the request of the DISTRICT, shall also provide progress reports to DISTRICT according to the schedule contained on Exhibit "B" in a format to be provided by DISTRICT.

11. Use of Subcontractors

RECIPIENT may not subcontract any portion of the duties and obligations required by this agreement without the written consent of the DISTRICT. A copy of the proposed subcontract between RECIPIENT and the subcontractor shall be provided to DISTRICT for review. In the event DISTRICT consents to subcontract, the subcontractor shall be required to execute an agreement assuming all rights and obligations of this agreement, including the DISTRICT'S right to inspect the subcontractor's books and records and the right to monitor and evaluate the effectiveness of the use of the grant funds. Notwithstanding the forgoing, RECIPIENT shall remain primarily responsible for compliance with all terms and conditions of this agreement.

12. Use of Funds

The funds received pursuant to this agreement may not be used by RECIPIENT for general operating expenses or any other programs or services provided by RECIPIENT without the written consent of DISTRICT.

Upon request, RECIPIENT shall make available for the DISTRICT and members of the public, a detailed description of the program(s) and/or service(s) funded by DISTRICT. This program description may be a separate document or may be incorporated into the overall program materials developed by the RECIPIENT.

13. Independent Contractor Status

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT in the performance of this agreement, shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed to be an officer, employee, or agent of DISTRICT.

14. Use of Funds for Lobbying or Political Purposes

RECIPIENT is prohibited from using funds provided by DISTRICT herein for any political campaign or to support attempts to influence legislation by any governmental body.

15. Compliance with Applicable Law and Regulations

RECIPIENT shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by RECIPIENT shall be in effect throughout the term of this agreement.

Where medical records, and/or client records are generated under this agreement, RECIPIENT shall safeguard the confidentiality of the records in accordance with all state and federal laws, including the provisions of the Health Insurance Accountability and Portability Act of 1996 (HIPAA), and the laws and regulations promulgated subsequent thereto.

RECIPIENT shall notify DISTRICT in writing within 5 (five) days if any required licenses or permits are canceled, suspended, or otherwise terminated, or if RECIPIENT becomes a party to any litigation or investigation by a regulatory agency that may interfere with the ability of RECIPIENT to perform its duties under this agreement.

16. Changes or Modifications to the Use of DISTRICT Grant Funds

RECIPIENT shall submit to DISTRICT, in writing, any requests for proposed changes in the use of DISTRICT grant funds. DISTRICT must receive such requests at least thirty (30) days prior to the date the proposed changes are to be implemented and the proposed changes shall be subject to DISTRICT Board approval.

Notwithstanding the foregoing, requests for transfers between budget categories or line items less than ten percent (10%) of the total grant amount that do not change the total grant amount or generate additional line items may be directed to the DISTRICT's Program Department for consideration.

17. Conflict of Interest/Self Dealing

RECIPIENT and RECIPIENT'S officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of programs or services required under this agreement.

18. Indemnity and Hold Harmless

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, volunteers, and servants from any and all claims and losses accruing or resulting to any and all employees, contractors, subcontractors, laborers, volunteers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or

DISTRICT \_\_\_\_\_ RECIPIENT \_\_\_\_\_



supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by RECIPIENT in the performance or execution of this agreement, or in the expenditure of grant funds provided by DISTRICT.

19. Fiscal/Accounting Principles

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used. The accounting system must conform to generally accepted accounting principles and upon request, DISTRICT shall have the right to review, inspect and copy all books and records related to the accounting system.

20. Documentation of Revenues and Expenses

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all RECIPIENT financial records including records related to the use or disbursement of the grant funds, upon request by DISTRICT. DISTRICT shall also have the right to audit, if necessary, RECIPIENT'S use of grant funds and any and all programs or services that were provided through the use of the DISTRICT funds. In the event of an audit or financial review, RECIPIENT agrees to provide DISTRICT access to all of RECIPIENT'S books and records.

21. Records Retention

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT'S main local office for at least five (5) years following the year in which grant funds were first provided by DISTRICT.

22. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California.

23. Assignment or Transfer

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

24. Entire Agreement, Amendment

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

25. Notices

Any notice required or permitted pursuant to this agreement may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

26. Signatories

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatories of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT'S governing board, and both persons have the authority to execute this agreement on behalf of RECIPIENT.

**RECIPIENT:**  
Riverside County Office on Aging  
6296 River Crest Drive, Suite K  
Riverside, CA 92507

**Name:** President/Chair of RECIPIENT  
Governing Body

**Name:** Executive Director

\_\_\_\_\_  
PLEASE PRINT

\_\_\_\_\_  
PLEASE PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

FORM APPROVED COUNTY COUNSEL

BY:

  
NEAL R. KIPNIS

DATE

DISTRICT \_\_\_\_\_ RECIPIENT \_\_\_\_\_

**Authorized Signatory for Desert Healthcare District:**

Name: Kathy Greco

Title: Chief Executive Officer

---

SIGNATURE

---

DATE

Desert Healthcare District  
1140 N. Indian Canyon Dr.  
Palm Springs, CA 92262

EXHIBIT A

DESERT HEALTHCARE DISTRICT ATTRIBUTION POLICY

1. **Attribution Wording**

Attribution for District-funded programs shall be as follows:

“Made possible by funding from Desert Healthcare District” / “Echo posible por medio de fondos de Desert Healthcare District” or “Funded by Desert Healthcare District” / “Fondado por Desert Healthcare District”

2. **Educational Materials**

Educational materials are items such as brochures, workbooks, posters, videos, curricula, or games. Materials (in print or electronic formats) produced and distributed for Desert Healthcare District-funded programs shall include the approved wording.

3. **Promotional Materials**

District attribution shall be included on promotional items such as flyers, banners and other types of signage. However, acknowledgement may be omitted when space limitation is an issue (e.g., buttons, pencils, pens, etc.)

4. **Media Materials and Activities**

Attribution to the District shall be included in any information distributed to the media for the purpose of publicizing a District-funded program. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements, and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District’s program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. **Logo Usage**

Use of the Desert Healthcare District logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at RECIPIENT’s request thereafter. Graphic standards for logos shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the Program Department of Desert Healthcare District.

6. **Photograph Consent**

RECIPIENT shall permit photographs of District-funded program to be taken by District-designated photographer at District expense, and consents to usage of such photographs on District Web site and other materials designed to inform and educate the public about District.

DISTRICT \_\_\_\_\_ RECIPIENT \_\_\_\_\_

**EXHIBIT B**

**PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES**

<u>Project Title</u>	<u>Start/End</u>
Hospital Liaison - Care Transition Intervention	06/01/2012 05/31/2013

**PAYMENTS:**

(2) Payments: \$18,000.00  
 10% Retention: \$4,000.00

**Total request amount: \$40,000.00**

Scheduled Date	Grant Requirements for Payment	Payment
06/01/2012	1. Signed Agreement submitted and accepted. 2. Copy of secured contract with Desert Regional Medical Center. 3. Documentation of secured funding for 50% of the cost of the program. 4. Documentation of approval for this project from the Riverside County Board of Supervisors.	Advance of \$18,000.00 for time period 06/01/2012 - 11/30/2012
12/01/2012	1 <sup>st</sup> six-month (06/01/2012 - 11/30/2012) progress and budget reports submitted & accepted.	Advance of \$18,000.00 for time period 12/01/2012 - 05/31/2013
06/01/2013	2 <sup>nd</sup> six-month (12/01/2012 - 05/31/2013) progress and budget reports submitted & accepted.	\$0
06/30/2013	Final report (06/01/2012 - 05/31/2013) and final budget submitted and accepted.	\$4,000.00 (10% retention)

**TOTAL GRANT AMOUNT: \$40,000.00**

**DELIVERABLES:**

The Office on Aging will expand its capacity to provide for a Hospital Liaison / Care Transitions Coach to serve the Coachella Valley at the Desert Regional Medical Center.

With the introduction of a Hospital Liaison / Transition Coach to the Coachella Valley, patients will have improved discharge / care transitions outcomes. The overall health and enhanced management of chronic disease through the CTI empowerment, self-management model will be achieved as indicated by a decreased readmission rate. (The average readmission rate for Desert Regional Medical Center is 16% for all cause Medicare admissions).

DISTRICT \_\_\_\_\_ RECIPIENT \_\_\_\_\_

**EXHIBIT C**

**PROGRAM BUDGET ATTACHED AS SUPPLEMENTAL PAGE(S)**



## EXHIBIT B

## PAYMENT SCHEDULES, REQUIREMENTS &amp; DELIVERABLES

<u>Project Title</u>	<u>Start/End</u>
Hospital Liaison - Care Transition Intervention	06/01/2012 05/31/2013

**PAYMENTS:**

(2) Payments: \$18,000.00  
10% Retention: \$4,000.00

Total request amount: \$40,000.00

Scheduled Date	Grant Requirements for Payment	Payment
06/01/2012	1. Signed Agreement submitted and accepted. 2. Copy of secured contract with Desert Regional Medical Center. 3. Documentation of secured funding for 50% of the cost of the program. 4. Documentation of approval for this project from the Riverside County Board of Supervisors.	Advance of \$18,000.00 for time period 06/01/2012 - 11/30/2012
12/01/2012	1 <sup>st</sup> six-month (06/01/2012 - 11/30/2012) progress and budget reports submitted & accepted.	Advance of \$18,000.00 for time period 12/01/2012 - 05/31/2013
06/01/2013	2 <sup>nd</sup> six-month (12/01/2012 - 05/31/2013) progress and budget reports submitted & accepted.	\$0
06/30/2013	Final report (06/01/2012 - 05/31/2013) and final budget submitted and accepted.	\$4,000.00 (10% retention)

**TOTAL GRANT AMOUNT: \$40,000.00**

**DELIVERABLES:**

The Office on Aging will expand its capacity to provide for a Hospital Liaison / Care Transitions Coach to serve the Coachella Valley at the Desert Regional Medical Center.

With the introduction of a Hospital Liaison / Transition Coach to the Coachella Valley, patients will have improved discharge / care transitions outcomes. The overall health and enhanced management of chronic disease through the CTI empowerment, self-management model will be achieved as indicated by a decreased readmission rate. (The average readmission rate for Desert Regional Medical Center is 16% for all cause Medicare admissions).

DISTRICT \_\_\_\_\_ RECIPIENT \_\_\_\_\_

**EXHIBIT C**

**PROGRAM BUDGET ATTACHED AS SUPPLEMENTAL PAGE(S)**

## #Line Item Budget - Sheet 1 Operational Costs

Approved budgets are the basis for reporting all grant expenditures. Line items may not be added or changed without grant amendment. Prior authorization is required for transferring funds (<10%) between existing line items. Describe budget narrative in cell B38. You may insert rows or create additional worksheets if more space is needed to fully describe your budget.

<b>PROGRAM OPERATIONS</b>		<b>Total Program Budget</b>	<b>Funds from Other Sources <span style="color: red;">Detail on sheet 3</span></b>	<b>Amount Requested from DHCD</b>
<b>Total Labor Costs</b>	<b>Detail on sheet 2</b>	79622	39811	39811
<b>Equipment (itemize)</b>				
1		0		
2		0		
3		0		
4		0		
<b>Supplies (itemize)</b>				
1		0		
2		0		
3		0		
4		0		
<b>Printing/Duplication</b>		0		
<b>Mailing/Postage/Delivery</b>		0		
<b>Travel</b>		378	189	189
<b>Education/Training</b>		3000	3000	
<b>Facilities (Detail)</b>				
	Office/Rent/Mortgage	0		
	Meeting Room Rental	0		
	Telephone/Fax/Internet	0		
	Utilities	0		
	Insurance	0		
	Maintenance/Janitorial	0		
	Other Facility costs (itemize)			
1		0		
2		0		
3		0		
4		0		
<b>Other Program Costs not described above (itemize)</b>				
1		0		
2		0		
3		0		
4		0		
<b>Total Program Budget</b>		<b>83000</b>	<b>43000</b>	<b>40000</b>

**Line Item Budget - Sheet 1 Operational Costs**

<p><b>Budget Narrative</b></p>	<p>The only operating costs for this position is \$378 in travel for private mileage reimbursements. The DHCD grant will only pay \$189 of this budgeted expense. The Riverside County mileage reimbursement rate is .555 cents per A1mile. Therefore, the annual allowable private mileage allowed is approximately 681 miles.</p>
--------------------------------	---

**Line Item Budget  
Sheet 2 - Labor Costs**

<b>Staff Salaries</b>			<b>% of Time Allocated to Program</b>	<b>Actual Program Salary</b>	<b>Amount of Salary Paid by DHCD Grant</b>
<b>Employee Position/Title</b>		<b>Annual Salary</b>			
1	Social Services Worker V	79,622	100%	79,622	39,811
2	(Includes Salaries & Benefits)				
3					
4					
5					
6					
7					
8					
<i>Enter this amount in Section 1, Employee Salaries</i>				<b>Total &gt;</b>	39811
<b>Budget Narrative</b>	This is a full time Social Services Worker V position which will serve as a Hospital Liaison to provide hospital on-site coordination and short-term intervention, including the evidenced-based Care Transition Intervention (CTI), to assist patients to make a successful transition from the hospital back to their home. The Hospital Liaison will provide consultation, information, and service linkages for patients, families and hospital staff at Desert Regional Medical Center.				
<b>Consultants/Contractors</b>			<b>Hours/Week</b>		<b>Amount of Salary Paid by DHCD Grant</b>
<b>Consultant/Contractor Name</b>		<b>Hourly Rate</b>		<b>Monthly Fee</b>	
1					
2					
3					
4					
5					
6					
7					
8					
<i>Enter this amount in Section 1, Professional Services/Consultants</i>				<b>Total &gt;</b>	0
<b>Budget Narrative</b>	Fully describe costs listed above in this cell (B24).				

## Line Item Budget - Other Program Funds

<b>Funding for this program received from other sources</b>		<b>Amount</b>
Fees		
Donations		
Grants (List Organizations)		
	<b>1</b>	Funding to be obtained from local resources
	40,000	
	<b>2</b>	
	<b>3</b>	
	<b>4</b>	
Fundraising (describe nature of fundraiser)		
Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)		
	<b>1</b>	Care Transition Training
	3,000	
	<b>2</b>	
	<b>3</b>	
	<b>4</b>	
<b>Total funding in addition to DHCD request</b>		<b>43000</b>
<b>Budget Narrative</b>	<p>The basic Care Transition Intervention (CTI) coaches training cost is \$3,000 for registration and the more extensive Simulation Laboratory Training (SLT) for Masters Trainer is \$5,000 for registration. In addition, there are travel costs to the Univeristy of Colorado in Denver, Colorado. Office on Aging has previously paid for the SLT training for our lead Hospital Liaison who is now considered a Certified Master Trainer. The training cost of \$3,000 for this grant is considered in-kind. This is an expense that will not be incurred as Office on Aging will provide the required Care Transition Training on site for the Social Services Worker V position. Office on Aging will obtain \$40,000 from local resources to fund 50% of the Social Services Worker V position and \$378 for private mileage.</p>	