

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

340



FROM: Office on Aging

SUBMITTAL DATE:
January 15, 2014

SUBJECT: Grant agreements between the Riverside County Office on Aging and three entities: (1) Desert Healthcare District, (2) JFK Memorial Hospital, and (3) Eisenhower Medical Center for Care Transitions Intervention services. District 4; [\$191,932 over 1 year]; [Desert Healthcare District (\$95,966); JFK Memorial Hospital (\$47,983); and Eisenhower Medical Center (\$47,983)]; and amend Ordinance No. 440 pursuant to Resolution No. 440-8960.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify, approve and authorize the Chairman to sign the attached Grant Agreement, Independent Contractor Agreement and Services Agreement for Care Transitions Intervention (CTI) evidence based care model services delivered by the Office on Aging (OoA) at JFK Memorial Hospital (JFK) and Eisenhower Medical Center (EMC);
2. Amend Ordinance No. 440 pursuant to Resolution 440-⁸⁹⁶⁰ submitted herewith;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign renewals, based on the availability of funding, and to sign amendments that do not change the substantive terms of the agreement through December 31, 2014;
4. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A for Fiscal year 2013/14; and

(Continued on page 2)

FISCAL PROCEDURES APPROVED
RAUL LANGUO, CPA, AUDITOR-CONTROLLER

BY: [Signature] 1/29/14

[Signature]
Michele Haddock

Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 95,966	\$ 95,966	\$ 191,932	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Local - Desert Healthcare District (50%); Eisenhower Medical Center (25%); and, JFK Memorial Hospital (25%)

Budget Adjustment: Yes
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY: [Signature]
Lani Sioson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-45

FORM APPROVED COUNTY COUNSEL
 NEAL R. KIPNIS
 DATE 1/22/14
 Departmental Concurrence
 Approved by Michael T. Stock
 Asst. County Executive Officer/
 Human Resources Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

FORM 11: Grant agreements between the Riverside County Office on Aging and three entities: (1) Desert Healthcare District, (2) JFK Memorial Hospital, and (3) Eisenhower Medical Center for Care Transitions Intervention services. District 4; [\$191,932 over 1 year]; [Desert Healthcare District (\$95,966); JFK Memorial Hospital (\$47,983); and Eisenhower Medical Center (\$47,983)]; and amend Ordinance No. 440 pursuant to Resolution No. 440-8960.

DATE: January 15, 2014

PAGE: 2 of 3

5. Return two (2) Grant Agreements; two (2) Independent Contractor Agreements; and, two (2) Services Agreements to the Office on Aging for further processing.

BACKGROUND:

Eisenhower Medical Center (EMC) and JFK Memorial Hospital (JFK) have requested that OoA provide Care Transitions Intervention (CTI) and Hospital Liaison services for a period not to exceed 1 year as a pilot program. CTI coaching will assist EMC and JFK by preventing needless hospital readmissions among referred patients in the first 30 days post-discharge.

The OoA successfully completed a pilot CTI & Hospital Liaison program at Desert Regional Medical Center in FY2011/12 and has since entered into a three year services agreement to continue providing this service. Trained CTI coaches (OoA social services workers) work with discharging patients to assess their home environment via a home visit, reconcile medications, maintain a personal health record, and coordinate post-discharge care with their primary care physician.

The success of CTI has lead EMC and JFK to request that OoA provide CTI and Hospital Liaison services for a pilot period of one year on their campuses. Both hospitals have established targets of using CTI to reduce their Medicare readmission rates by one-half over twelve months. In order to support this expansion of services, the Desert Healthcare District has offered to underwrite the cost of CTI services at both hospitals during the pilot project.

Impact on Citizens and Businesses

It is anticipated 330 people will benefit from this CTI pilot expansion project over the next 12 months.

SUPPLEMENTAL:

Additional Fiscal Information

The one year grant agreement is for \$191,932 and is 100% Local funded by Desert Healthcare District (50%); JFK Memorial Hospital (25%); and, Eisenhower Medical Center (25%) with the breakdown as follows:

FY2013/2014	\$	95,966
FY2014/2015	\$	95,966
Total	\$	191,932

Contract History and Price Reasonableness

These are new Agreements that provide adequate revenue to meet anticipated expenses.

ATTACHMENTS (if needed, in this order):

- A. **BUDGET ADJUSTMENT:** Schedule A Attached.
- B. **PERSONNEL CHANGE and ORDINANCE 440 REPORT:** Attached.

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

FORM 11: Grant agreements between the Riverside County Office on Aging and three entities: (1) Desert Healthcare District, (2) JFK Memorial Hospital, and (3) Eisenhower Medical Center for Care Transitions Intervention services. District 4; [\$191,932 over 1 year]; [Desert Healthcare District (\$95,966); JFK Memorial Hospital (\$47,983); and Eisenhower Medical Center (\$47,983)]; and amend Ordinance No. 440 pursuant to Resolution No. 440-8960.

DATE: January 15, 2014

PAGE: 3 of 3

**OFFICE ON AGING
SCHEDULE A – FY2013/14**

Increase Office on Aging Estimated Revenue:

21450-5300100000-781360	Other Misc. Revenue	Total: \$95,966
-------------------------	---------------------	-----------------

Increase Office on Aging Appropriations:

21450-5300100000-510040	Regular Salaries	61,162
21450-5300100000-518100	Budgeted Benefits	32,933
21450-5300100000-527880	Training-Other	371
21450-5300100000-529000	Miscellaneous Travel expenses	<u>1,500</u>
	Total	\$95,966

1 RESOLUTION NO. 440-8960

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on _____, 2014, that pursuant to Section 4(a)(ii) of Ordinance
5 No. 440, the Director of Office on Aging is authorized to make the following listed change(s), operative
6 on the date of approval, as follows:

7

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
79878	+ 2	5300100000	Social Services Worker V

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26



POSITION ASSIGNMENT NOTICE

(ATTACHMENT FOR CLASSIFICATION TRANSACTION REQUEST)



NEW POSITION: Fill out and attach this to the Classification Transaction Request Form (CTR) that creates a new position in a department. This is to provide the required data for Pay Group, Dept ID, Reports To, Location Code, % Net County Cost and At-Risk for Exposure_data fields. Use one line per position. This form is not to be used to move an employee from one position to another or to delete a position. See reverse side for additional information.

EXISTING POSITION: Use this form to correct the position data for Pay Group, Dept ID, Reports To, Location Code, % Net County Cost and At-Risk for Exposure assigned to an existing position. The position must have a position control number and already exist in the payroll system. Complete one line per position and submit to Central Human Resources for processing.

See Department Rep for Code Lists

R-Regular T-Temporary S-Seasonal P-Per Diem	POSITION NUMBER	JOB CODE	PAY GROUP	JOB TITLE	% NCC	DEPARTMENT ID	LOCATION CODE	REPORTS TO	At-Risk for Exposure (I, II, or III)		EFFECTIVE DATE
									BLOOD-BORNE	AIR-BORNE	
REGULAR	79878		C1	SOCIAL SERVICE WORKER V	0%	5300100000	2056	00014197			
REGULAR	79878		C1	SOCIAL SERVICE WORKER V	0%	5300100000	2056	00014197			

COMPLETED / APPROVED BY: Rachelle Román *Rachelle Román* Deputy Director, Administration 867-3800
 Completed by: Lisa Starcev NAME SIGNATURE TITLE EXTENSION
FOR DEPARTMENT: Office on Aging 1/13/2014 DATE
 PROCESSING DATE: INITIALS:



December 4, 2013

Ronald Stewart, PhD
Deputy Director
Riverside County Office on Aging
6296 River Crest Drive, Suite K
Riverside, CA 92507

Dear Ron,

It is my pleasure to inform you that the Desert Healthcare District has approved a grant of \$95,966 to Riverside County Office on Aging to support:

Care Transitions Intervention Expansion Pilot - JFK Memorial Hospital and Eisenhower Medical Center

Please review the grant agreement very carefully paying particular attention to requirements, payment schedules, deliverables and budget. This agreement between Riverside County Office on Aging and the Desert Healthcare District shall be effective when signed by authorized representatives of your organization and returned to the District.

If the attached grant agreement correctly sets forth your understandings of the terms and conditions of this grant, please have the appropriate officers *sign and initial all pages (where indicated) of the two copies*. Note that two signatures from authorized representatives of your organization are required. Return *both* copies of the agreement to the District. Our Chief Executive Officer will sign both whereupon one fully executed copy will be returned to you.

On behalf of the Desert Healthcare District Board and staff, let me express how delighted we are to offer this support to Riverside County Office on Aging. We extend every good wish for the success of this grant.

Sincerely,

A handwritten signature in black ink that reads "Donna Craig". The signature is written in a cursive, flowing style.

Donna Craig
Chief Grants Officer

: Attachment

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: Care Transitions Intervention Expansion Pilot - JFK Memorial Hospital and Eisenhower Medical Center

Amount: \$95,966

2. Term of Agreement

The term of this agreement is from January 1, 2014 through December 31, 2014, 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 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.

DISTRICT _____ RECIPIENT _____

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

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 12/1/14

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.

EXHIBIT B

PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES

<u>Project Title</u>	<u>Start/End</u>
Hospital Liaison - Care Transition Intervention	01/01/2014 12/31/2014

PAYMENTS:

(2) Payments: \$43,184.70
 10% Retention: \$9,596.60

Total request amount: \$95,966.00

Scheduled Date	Grant Requirements for Payment	Payment
01/01/2014	1. Signed Agreement submitted and accepted. 2. Copy of secured contracts with Eisenhower Medical Center and JFK Memorial Hospital. 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 \$43,184.70 for time period 01/01/2014 - 06/30/2014
07/01/2014	1 st six-month (01/01/2014 - 06/30/2014) progress and budget reports submitted & accepted.	Advance of \$43,184.70 for time period 07/01/2014 - 12/31/2014
01/01/2015	2 nd six-month (07/01/2014 - 12/31/2014) progress and budget reports submitted & accepted.	\$0
01/31/2015	Final report (01/01/2014 - 12/31/2014) and final budget submitted and accepted.	\$9,596.60 (10% retention)

TOTAL GRANT AMOUNT: \$95,966.00

DELIVERABLES:

The Office on Aging and Eisenhower Medical Center have established a working goal of halving their Medicare readmission rates from 12% to 6% for CTI appropriate patients that are referred, enroll and complete the CTI program during this pilot program.

The Office on Aging and JFK Memorial have established a working goal of reducing their Medicare readmission rates from 13% to 7% among CTI appropriate patients that are referred, enroll and complete the CTI program during this pilot program.

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.

PROGRAM OPERATIONS		Total Program Budget	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Labor Costs	Detail on sheet 2	188190.5	95966	95966
Equipment (itemize)				
1		0		
2		0		
3		0		
4		0		
Supplies (itemize)				
1	Office Supplies			
2		0		
3		0		
4		0		
Printing/Duplication		0		
Mailing/Postage/Delivery				
Travel		3000		
Education/Training		741.5		
Facilities (Detail)				
	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		
Other Program Costs not described above (itemize)				
1		0		
2		0		
3		0		
4		0		
Total Program Budget		191932	95966	95966

Line Item Budget - Sheet 1 Operational Costs

<p>Budget Narrative</p>	<p>Fully describe items above in this cell (B38)</p>
-------------------------	--

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

Staff Salaries			% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant	
Employee Position/Title		Annual Salary				
1	Social Services Worker III-V	65695	100	65695	32847.5	
2	Social Services Worker III-V	65695	100	65695	32847.5	
3	Social Services Supervisor	70720	10	7072	3536	
4	Fringe/Overhead for 2FTE SSW	45987			22993.5	
5						
6						
7						
8						
<i>Enter this amount in Section 1, Employee Salaries</i>					Total >	92224.5
Budget Narrative	Social Services Worker III-V - new positions to be hired. Assumes top step SSW V with bi-lingual differential. Social Services Supervisor is an MSW (certified as a trainer by Dr. Eric Coleman) that provides oversight and supervision to CTI staff. Combined fringe benefit rate & direct overhead expense rate for OoA is 43% of salary and this budget requests 35% rate from DHCD (per conversation with D. Craig).					
Consultants/Contractors			Hours/ Week		Amount of Salary Paid by DHCD Grant	
Consultant/Contractor Name		Hourly Rate		Monthly Fee		
1	N/A					
2						
3						
4						
5						
6						
7						
8						
<i>Enter this amount in Section 1, Professional Services/Consultants</i>					Total >	0
Budget Narrative	Fully describe costs listed above in this cell (B24).					

Line Item Budget - Other Program Funds

Funding for this program received from other sources		Amount
Fees		
Donations		
Grants (List Organizations)		
1		
2		
3		
4		
Fundraising (describe nature of fundraiser)		
Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)		
1	Services Agreement Eisenhower Medical Center	47983
2	Services Agreement Tenet HealthSystems, Inc.	47983
3		
4		
Total funding in addition to DHCD request		95966
Budget Narrative	<p>Letters of support will be submitted to DHCD from both EMC and JFK detailing their intent to enter into service agreements with OoA to fund 50% of these positions.</p>	

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into as of the later of January 10, 2014, or the execution of the Agreement by both parties (the “Effective Date”) between JFK Memorial Hospital, Inc., a California Corporation, doing business as John F. Kennedy Memorial Hospital (“Hospital”) and County of Riverside Through Its Office On Aging (“Contractor”).

RECITALS:

- A. Hospital is in need of Care Transitions Intervention Coach (the “Services”), and is in need of an experienced individual to provide the service.
- B. Contractor employs or otherwise contracts with individuals duly qualified and experienced in furnishing the Services (collectively “Contractor Staff”).
- C. Contractor and Hospital agree that it is in the best interest of Hospital’s ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to provide the Services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Contractor agree as follows:

- 1. **CONTRACTOR’S OBLIGATIONS.**
 - a. **Services.** While this Agreement is in effect, Contractor shall provide Services at Hospital as set forth in Exhibit A attached hereto and made a part hereof.
 - b. **Performance.** Contractor and its Contractor Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including The Joint Commission (“Joint Commission”), having authority to set standards for health care facilities. At all times while this Agreement is in effect, the CEO shall have the right to request removal of any such Contractor Staff if in the CEO’s best judgment such removal is in the best interests of Hospital. Contractor hereby agrees to immediately remove any such Contractor Staff upon receipt of the CEO’s request.
 - c. **Records and Reports.** Contractor shall contemporaneously record and maintain all information pertaining to Contractor’s performance of duties under this Agreement. Contractor’s records of billings and receipts relating to Services performed hereunder shall be available to Hospital upon request. Contractor agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.

d. **Representations and Warranties.** Contractor represents and warrants to Hospital as follows: (i) neither Contractor nor any Contractor Staff is bound by any agreement or arrangement which would preclude Contractor or any Contractor Staff from entering into, or from fully performing the Services required under this Agreement; (ii) no Contractor Staff's license or certification in the State or in any other jurisdiction has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) neither Contractor nor any of Contractor Staff has ever been charged with or convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

e. **Background Verifications.** Contractor shall provide Hospital with a description of its background investigation processes, shall attest to Hospital that Contractor has completed a background check for each Contractor Staff providing Services at Hospital in the form attached hereto as Exhibit B, and disclose to Hospital any positive findings for any Contractor Staff providing Services to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that Contractor Staff is not listed as sexual offender and, if requested by Hospital, in any child abuse registry. Hospital shall have the right to require the withdrawal of any Contractor Staff in the event that Contractor Staff fails to meet the standards established by Hospital for acceptable background.

f. **Licenses.** Contractor and Contractor's Staff shall maintain any professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

2. **CONTRACTOR'S COMPENSATION.** For the Services rendered pursuant to this Agreement, Hospital shall pay Contractor, as its sole compensation hereunder, as set forth in Exhibit C, attached hereto and incorporate herein by the reference, payable within 15 business days of receipt of written documentation of the performance of the Services. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted such documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification." Contractor shall have the sole responsibility to compensate Contractor Staff. Contractor reserves the right, in its sole discretion, to determine the compensation payable to Contractor Staff. Contractor hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs and/or liability suffered or incurred by Hospital in connection with any claims for compensation by Contractor Staff for Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

3. **TERM.** The term of this Agreement ("Term") shall be one (1) year(s) commencing on the Effective Date. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

4. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least thirty (30) days' prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Contractor upon the occurrence of any of the following: (i) breach by Contractor or any Contractor Staff of any of the confidentiality provisions hereof; (ii) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital's assets; or (iii) Contractor or any of Contractor Staff's conviction of a criminal offense related to health care or Contractor or any Contractor Staff's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

d. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

e. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **CONTRACTOR'S STATUS.** In performing the Services, Contractor and Contractor Staff are acting as independent contractors, and neither Contractor nor Contractor Staff shall be considered an employee of Hospital. Hospital shall not exercise any control or direction over the manner or method by which Contractor provides the Services. However, Contractor shall require all Contractor Staff to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. **INSURANCE.**

Contractor shall secure and maintain at all times during the Term, at Contractor's sole expense, general liability insurance covering Contractor, and Contractor's Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

\$1,000,000 per occurrence; \$3,000,000 general aggregate
and
\$1,000,000 per occurrence Personal/Advertising Injury
\$3,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an additional insured and shall not be cancelable except upon 30 days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Contractor shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

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.

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 for this Agreement.

7. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Contractor agrees that at least for four (4) years after the furnishing of such Services, Contractor shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services.

8. **NOTICES.** All correspondence 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:

If to Contractor: County of Riverside – Office on Aging
6296 River Crest Drive, Suite K
Riverside, CA 92507
Attn: Michele Wilham, Director
(951) 867-3800

If to Hospital: JFK Memorial Hospital
47-111 Monroe Street
Indio, CA 92201
Attn: Gary L. Honts, CEO
(760) 775-8019

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

9. **CONFIDENTIALITY.** Contractor and Contractor Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that Contractor or Contractor Staff may be provided during the term of this Agreement to any other person (with the exception of Contractor's or any Contractor Staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital. With respect to any patient or medical record information regarding Hospital patients, Contractor and Contractor Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

10. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules.

Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

11. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

12. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

13. **NON-DISCRIMINATION.** Contractor agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

14. **COMPLIANCE OBLIGATIONS.** Contractor represents that it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement 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>. Contractor 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.

15. **EXCLUSION LISTS SCREENING.** Contractor shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") 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>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.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.

16. **SURVIVAL.** The provisions of Sections 5, 7, 8, 9, and 10 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

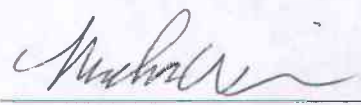
17. **CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT.** Contractor certifies that the individual signing below has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

**JFK MEMORIAL HOSPITAL, INC.,
d/b/a JOHN F. KENNEDY MEMORIAL HOSPITAL:**

By: 
Gary L. Honts
Chief Executive Officer

Date: 1-8-14
Address: 47-111 Monroe Street
Indio, CA 92201

CONTRACTOR:

By: 
Michele Wilham, Director
County of Riverside Office on Aging

Date: _____


By: _____

Jeff Stone
Chairperson, Board of Supervisors
County of Riverside

Date: _____

Approved as to Form and Content:

PAMELA J. WALLS
County Counsel

By:  _____

Deputy County Counsel

Name: Neal Kipner

Date: 1-27-14

EXHIBIT A

SCOPE OF SERVICES

COUNTY OF RIVERSIDE THROUGH ITS OFFICE ON AGING CARE TRANSITIONS INTERVENTION COACH

SERVICE SCOPE

This Agreement entitles Hospital to contract for Care Transitions Intervention Coach services for Hospital patients who are identified to be at high risk for readmission and meet the following criteria:

- Eighteen (18) years of age or over;
- Participates in the Medicare program either as a fee-for-service member or enrolled in a Medicare HMO;
- Resident of Riverside County;
- At least one of these chronic conditions (Congestive Heart Failure, Acute Myocardial Infarction and/or Pneumonia);
- Has potential for, or history of, readmissions;
- Is discharging home (not to Hospice) or other long-term care placement;
- Patient or caregiver speaks either English or Spanish; and
- No history of poorly managed Mental Health and/or Substance Abuse issues.

The services to be accomplished are as follows:

1. Contractor shall provide a 1.0 FTE Social Services Worker III-V that will serve as the Care Transitions Intervention Coach.
2. Hospital shall provide the Care Transitions Intervention Coach 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 Care Transitions Intervention Coach for services.
4. Hospital shall provide a workspace including computer, printer, and telephone access for Care Transitions Intervention Coach to use while providing Services.
5. The Care Transitions Intervention Coach shall provide the following services:
 - a. An initial, bed-side Hospital visit with the patient (and their caregiver as appropriate) and conduct an initial screening assessment; and

- b. Based on the completed assessment and the Hospital patient and/or caregiver's willingness to participate in services, perform the following interventions:
- (i) Serve as the Hospital patient/caregiver'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) Act as a Liaison 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) Enroll the patient in the Care Transitions Intervention Program;
 - (vi) 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;
 - (vii) Place referral notice in Hospital chart to indicate referrals/interventions and forward referral notice to specific Hospital staff; and
 - (viii) Maintain perfect referral log that includes all patients that were referred on to the Riverside County Office on Aging by the Care Transitions Intervention Coach and the corresponding referral disposition.
- c. Care Transitions Intervention Coach shall notify, as needed and at a minimum quarterly, Hospital staff, through the manager of Social Services or designee when a patient, enrolled in the CTI Program, completes or drops out of the program.

EXHIBIT B

BACKGROUND SCREENING ATTESTATION

BACKGROUND CHECKS. Contractor has conducted a retrospective background check on all Contractor Staff assigned to provide Service at Hospital. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS OIG/GSA
5. Other: _____

CONTRACTOR STAFF:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Contractor acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

RIVERSIDE COUNTY OFFICE ON AGING:

By: _____
Michele Wilham, Director

Date: _____

~~EXHIBIT~~
ATTACHMENT C

MK

SCHEDULE OF FEES

**COUNTY OF RIVERSIDE
THROUGH ITS OFFICE ON AGING
CARE TRANSITIONS INTERVENTION COACH**

Contractor will provide Care Transitions Intervention Coach Services for Hospital at an annual cost not to exceed Forty-Seven Thousand, Nine Hundred Eighty-Three and 00/100 Dollars (\$47,983) per year. This cost represents the salary and benefits of a County of Riverside Social Services Worker III-V and administration support (supervision, office space, phone, etc.).

1. Contractor shall submit a quarterly invoice, billed to:
JFK Memorial Hospital
47-111 Monroe Street
Indio, CA 92201
Attn: Accounts Payable
2. Hospital will pay Contractor within 30-days of receiving the invoice.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into between **Eisenhower Medical Center**, a California nonprofit public benefit corporation ("Hospital") and **County of Riverside, through its Office of Aging** ("Contractor"), and is effective the latter of the dates signed (the "Effective Date").

RECITALS:

A. Hospital operates an acute care hospital (Facility") and is in need of independent contractor services the, nature of which is to provide services to patients who are at a high risk for readmission through a Care Transitions Intervention Coach ("Services").

B. Hospital desires to engage Contractor to provide Services to Hospital, and Contractor is willing to provide Services to Hospital.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Contractor agree as follows:

1. CONTRACTOR'S OBLIGATIONS.

1.1. **Services.** While this Agreement is in effect, Contractor shall provide Services at Facility as are set forth in Exhibit A attached hereto and made a part hereof.

1.2. **Applicable Standards.** Contractor agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission"), having authority to set standards for health care facilities.

1.3. **CONTRACTOR REQUIREMENTS.** Contractor shall ensure the Care Transitions Intervention Coach complies with the requirements as applicable that are set forth in Exhibit B to this Agreement, which is fully incorporated by this reference.

2. **COMPENSATION.** For the Services rendered pursuant to this Agreement, Hospital shall pay Contractor, as his/her sole compensation hereunder, a maximum reimbursable amount of **\$11,995.75 per annual quarter** for approximately five hundred and twenty (520) hours (averaging forty (40) hours per week). Contractor will send invoices to Hospital on a quarterly basis. Fees are payable within thirty (30) business days of receipt of written documentation of the performance of the Services. Hospital shall not be liable to Contractor for any expenses paid or incurred by Contractor. Contractor acknowledges that, as a non-employee, the Care Transitions Intervention Coach is not eligible to participate in any of Hospital's benefit programs (nor are the Care Transitions Intervention Coach's spouse or dependents or employees) and waives all rights to such benefits under the Employee Retirement Income Security Act, applicable state or local

law, or any Hospital policy, practice, procedure or program. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted such documentation as reasonably required by Hospital.

3. **TERM AND TERMINATION.**

3.1. **Term.** The initial term of this Agreement ("Initial Term") shall be one (1) year commencing on the Effective Date. At the end of the Initial Term and any Term Extension (as defined herein), the term of this Agreement may be extended for an additional period of one year (a "Term Extension"), but only upon mutual written agreement of the parties. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Initial Term or the last Term Extension, as applicable.

3.2. **Termination.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least thirty (30) days' prior written notice.

4. **CONTRACTOR'S STATUS.** The parties agree that the Contractor is not and shall not be construed to be an employee of Hospital. Contractor shall act at all times under this Agreement as an independent contractor and shall be solely responsible for his or her actions and inactions. Contractor shall determine and employ the manner and method by which Contractor provides the Services. However, the Contractor shall perform at all times in accordance with currently approved methods and standards of practice for Services in the community. Nothing herein is intended to require Contractor to work exclusively for Hospital or to prohibit Contractor from offering his or her services to others. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

5. **INSURANCE.** Contractor shall secure and maintain at all times during the Term, at Contractor's sole expense, workers compensation covering the Care Transitions Intervention Coach. Contractor shall provide evidence of coverage upon request of Hospital.

6. **CONFIDENTIALITY.**

6.1. **Hospital Information.** Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Hospital hereunder, Contractor may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. Contractor agrees that Contractor will not at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of Contractor's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Facility's patients, costs, or treatment methods developed by Hospital for the Facility, and which is not otherwise available to the public.

6.2. **Patient Information.** Contractor shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Facility patients, and

Contractor shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Facility regarding the confidentiality of such information. Contractor acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Facility's patients receiving treatment for alcohol or drug abuse, Contractor is bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

6.3. **HIPAA Compliance.** Contractor agrees to comply with all terms of the Business Associate Agreement set forth in Exhibit C of this Agreement, which is fully incorporated by this reference.

6.4. **Survival.** The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

7. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

8. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

9. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

11. **NOTICES.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed to the other party at their last known address.

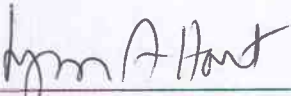
12. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

13. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

EISENHOWER MEDICAL CENTER

By: 
Name: Lynn Hart
Title: V.P., Quality & Resource Mgmt
Date: 12-17-2013

COUNTY OF RIVERSIDE

By: _____
Name: _____
Date: _____

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

EXHIBIT A

SCOPE OF SERVICES

COUNTY OF RIVERSIDE THROUGH ITS OFFICE ON AGING CARE TRANSITIONS INTERVENTION COACH

SERVICE SCOPE

This Agreement entitles Hospital to contract for Care Transitions Intervention Coach services for Hospital patients who are identified to be at high risk for readmission and meet the following criteria:

- Eighteen (18) year of age or older;
- Participants in the Medicare program either as a fee-for service member or enrolled in a Medicare HMO;
- Resident of Riverside County;
- At least one of these chronic conditions (Congestive Heart Failure; Acute Myocardial Infarction and/or Pneumonia);
- Has potential for, or history of, readmissions;
- Is discharging home (not to Hospice) or other long-term placement;
- Patient or caregiver speaks either English or Spanish; and
- No history of poorly managed Mental Health and/or Substance Abuse issues.

The services to be accomplished are as follows:

1. Contractor shall provide a 1.0 FTE Social Services Worker III-V that will serve as the Care Transitions Intervention Coach.
2. Hospital shall provide the Care Transitions Intervention Coach general orientation, access and training on its medial management system.
3. Hospital staff shall review and prescreen the daily inpatient census and refer patients to the Care Transitions Intervention Coach for services.
4. Hospital shall provide a workspace including computer, printer and telephone access for Care Transitions Intervention Coach to use while providing Services.
5. The Care Transitions Intervention Coach shall provide the following services:
 - a. An initial, bed-side Hospital visit with the patient (and their care giver as appropriate) and conduct an initial screening assessment;
 - b. Based on the completed assessment and the Hospital patient and/or care giver's willingness to participate in services, perform the following interventions:

- i. Serve as the Hospital patient/care giver'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. Act as a Liaison 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 to suggest other community services and supports that may be appropriate for the patient at discharge;
 - v. Enroll the patient in the Care Transitions Intervention program;
 - vi. 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;
 - vii. Place referral notice in Hospital chart to indicate referrals/interventions and forward referral notice to specific Hospital staff; and
 - viii. Maintain patient referral log that includes all patients that were referred on to the Riverside County Office on Aging by the Care Transitions Intervention Coach and the corresponding referral disposition.
- c. Care Transitions Intervention Coach shall notify, as needed and at a minimum quarterly, Hospital staff, through the manager of Social Services or designee when a patient, enrolled in the Care Transitions Intervention program completes or drops out of the program.

EXHIBIT B

HOSPITAL STANDARDS

The "individuals" referred to herein will be applicable to individuals who are the subject of the Agreement, whether they are students, contractors or agency placements. The boxes marked on this Exhibit shall include those standards that are applicable to the Agreement, and the responsibility for the cost of meeting the standards.

- 1. Physical Exam.** If requested by Hospital, a written statement by a person lawfully authorized to perform the examination stating the individual is physically capable of performing the essential functions of the job. This health exam must be performed within one (1) year prior to an assignment at Hospital.
- 2. Tuberculosis Screening.** If requested by Hospital, the individual will have a PPD skin test that is read and documented as "negative" within one (1) year of assignment to Hospital. The individual will provide documentation that the individual has had a 2-step PPD skin test. If the individual has a documented "positive" PPD skin test, the individual must have a clear chest x-ray (defined as negative for active tuberculosis) within four (4) years of assignment to Hospital.
- 3. Immunizations.** If requested by Hospital, the individual must be able to demonstrate immunity to measles, mumps, rubella and varicella, through either a positive serology lab result showing past disease and immunity or an immunization record signed by a qualified health provider. Hospital shall not be responsible for providing any immunization or vaccination of the individual.
- 4. Hepatitis B.** If requested by Hospital, Hospital shall offer the Hepatitis B vaccination series to the individual and obtain a signed consent/refusal form.
- 5. Drug Screen.** If requested by Hospital, evidence of Ten-Panel drug screen within the last year must be performed before taking assignment at Hospital. The individual may begin their assignment before drug screen test results are known, however, test results that indicate the presence of drugs and/or alcohol will disqualify the individual for assignment with Hospital. In this instance, the assignment will be immediately discontinued, and no expense will be incurred by Hospital.
- 6. Respiratory mask fitting.** If requested by Hospital, the individual must complete the respiratory mask fitting for the Tecno-PFR95.
- 7. Background Screening.** If requested by Hospital, Hospital shall complete a criminal background screening. The screening shall meet the requirements of the Department of Justice and reveal any misdemeanor or felony convictions. Exceptions include minor traffic violations, a misdemeanor conviction for marijuana-related offense that is more than 2 years old or any felony or misdemeanor conviction that has been sealed, expunged, judicially dismissed or otherwise legally eradicated.

8. Dress Code. The individual shall dress in accordance with dress and personal appearance as required by Hospital. Marking this box indicates understanding and agreement of the parties.

9. Licensure. The individual, as applicable, shall provide evidence of current licensure, certification or registration as well as any other professional certifications required for practice, if requested by Hospital.

10. Orientation. The individual shall participate in an initial orientation provided by Hospital as applicable to provided services including an in-service in fire safety and infection control.

11. Experience. If requested by Hospital, proof of one year of prior similar work experience.

12. Documentation. Proof of compliance with applicable immigration laws and maintenance of I-9 documentation, if requested by Hospital.

13. References. Minimum of two references familiar with skills and abilities, if requested by Hospital.

14. Communication. Must be able to speak, write and read the English language sufficiently to perform the functions of the designated position.

15. Costs of Screening. If any cost is associated with complying with any of the standards marked, the cost will be assumed by:

Individual

Hospital

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") is made and entered into as of the Effective Date by and between **Eisenhower Medical Center** ("EMC") and **County of Riverside, through its Office of Aging** (the "Business Associate") (each a "Party" and collectively the "Parties").

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

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

WHEREAS, the services provided by Business Associate to EMC 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");

WHEREAS, Business Associate is subject to the Privacy Rule and the Security Rule (as defined below) and must comply with those requirements as they apply to EMC in Business Associate's performance under the Agreement; and

WHEREAS, EMC and Business Associate desire to modify the Agreement to include certain provisions required by the HIPAA Privacy Rule, Security Rule, HITECH Act and Breach Notification Rule (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by EMC 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 be defined herein as defined in 45 CFR §164.402. In general, "breach" means the acquisition, access, use, or disclosure of protected health information (PHI) in a manner not permitted under HIPAA, HITECH, or the HIPAA Regulations which compromises the security or privacy of the PHI.
 - b. **Business Associate** shall be defined as provided in 45 CFR §160.103. Generally, a Business Associate means a person who, on behalf of a Covered Entity, creates, receives, maintains, or transmits PHI or provides

legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for a Covered Entity. A Covered Entity may be a business associate of another Covered Entity. A Business Associate includes, among other things, a person that offers a personal health record to one or more individuals on behalf of a Covered Entity and/or a subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate.

- c. **Covered Entity and EMC** shall have the same meaning as the term "Covered Entity" at 45 CFR §160.103 and in reference to the Party to this BAA.
- d. **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).
- e. **Designated Record Set** shall mean a group of Records maintained by or for the EMC that: (a) consists of medical records and billing records about individuals maintained by or for EMC; (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 EMC 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 EMC. 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 EMC (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. **Electronic PHI** shall mean any PHI maintained in or transmitted by electronic media as defined in 45 C.F.R. § 160.103.
- g. **Health Care Operations** shall have the meaning given to that term at 45 C.F.R. § 164.501.
- h. **HHS** shall mean the U.S. Department of Health and Human Services.
- i. **HIPAA** shall be defined herein as the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. No. 104-191.

- j. **HIPAA Regulations** shall be defined herein as the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including but not limited to, 45 CFR Part 160 and 45 CFR Part 164, as are currently in effect or as later amended.
- k. **HITECH** shall be defined herein as the Health Information Technology for Economic and Clinical Health (HITECH) Act, Pub. L. 111-5.
- l. **Individual** shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- m. **Privacy Rule** shall be defined herein as the standards of privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- n. **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.

- o. **Security Incident** shall be defined as an event or series of events that, after a thorough investigation, may constitute a Breach of Unsecured PHI or lead to a Breach of Unsecured PHI.
- p. **Security Rule** shall be defined herein as the standards of security requirements of the HIPAA Regulations at 45 CFR §§302 through §164.31.
- q. **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 §13402(h) (42 U.S.C. § 17932(h)) of the HITECH Act.

Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in HIPAA, HIPAA Regulations and HITECH.

2. Use and Disclosure

a. Business Associate agrees to:

- i.** Except as otherwise limited in this BAA, only use or disclose PHI to perform functions, activities, or services for, or on behalf of, EMC as specified in the Agreement, which may be amended in writing and signed by the parties, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations, HITECH or the policies and procedures of EMC if done by EMC. If Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making such disclosure, (i) reasonable written assurance from the third party that such PHI will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes of which it was disclosed to such third party, and (ii) written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI to the extent it has obtained knowledge of such breach;
- ii.** 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 §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. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of the guidance issued by the Secretary with respect to what constitutes "minimum necessary";
- iii.** Not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not disclose PHI to a health plan for payment or Health Care Operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates;
- iv.** Use appropriate safeguards, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI, in accordance with 45 CFR §§ 164. 308, 164.310, and 164.312;

- v. Comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 CFR § 164.316;
- vi. Comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. 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; and
- vii. Report to EMC any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR §164.410, and any Security Incident of which it becomes aware.
 - 1. Business Associate shall make this report to EMC within two (2) business days after it becomes aware of the Security Incident and/or Breach, and Business Associate shall be deemed to have knowledge of a Security Incident and/or a Breach if the relevant facts are known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Security Incident/Breach, who is an employee, officer, or other agent of the Business Associate.
 - 2. Business Associate shall provide to EMC, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Security Incident and/or Breach. In addition, Business Associate shall provide EMC with any other available information that EMC is required to include in notification to the individual under 45 CFR §164.404(c) or as soon thereafter as information becomes available.
- viii. Within ten (10) days of a written request by EMC, Business Associate and its agents or subcontractors shall allow EMC to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and EMC shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) EMC shall protect the confidentiality of all confidential and proprietary information of the Business Associate to which EMC has access during the course

of such inspection, and (iii) EMC shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that EMC inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does EMC's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of EMC's enforcement rights under the Agreement or BAA. Business Associate shall notify EMC within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

- b. Business Associate may use PHI to meet its legal obligations or in the management or administration of its business provided such use is not otherwise contrary to the terms of this BAA or would not violate HIPAA, HIPAA Regulations, HITECH or the policies and procedures of EMC if done by EMC.
- c. **Subcontractors and Agents.** Business Associate may disclose PHI to a subcontractor that is a business associate and may allow the subcontractor to create, receive, maintain, or transmit PHI on its behalf, if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR §164.504(e)(1)(ii) and §164.308(b), that the subcontractor will appropriately safeguard the information by imposing, at a minimum, the same restrictions, conditions, and requirements that apply through this BAA to Business Associate with respect to such information. Business Associate will ensure that any agent, including a subcontractor, which receives PHI from or through the Business Associate, has agreed, prior to receiving that PHI, to the same restrictions and conditions as are applicable, under the BAA, to the Business Associate, and has entered into a written agreement acknowledging such applicable conditions and restrictions. EMC shall have prior approval of any cloud service provider with which Business Associates contracts.
- d. EMC does not authorize Business Associate to De-Identify the PHI without separate prior written approval.

3. **Obligations and Activities of Business Associate**

- a. **Access.** Business Associate agrees to provide timely access, when requested by EMC, to PHI in a Designated Record Set (if PHI is maintained in a Designated Record Set) to EMC or an Individual for purposes of compliance with 45 CFR §164.524 and EMC's policies.

- b. **Amendment.** Provided Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that EMC directs or agrees to pursuant to 45 CFR §164.526 and EMC's policies in the time and manner directed by EMC at the request of EMC or an Individual.
- c. **Performance of EMC's Obligations.** To the extent the Business Associate is to carry out one or more of EMC's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to EMC in the performance of such obligation(s).
- d. **Audit/Inspection.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, EMC available to EMC or the Secretary of HHS or his/her designee in a timely manner for purposes of the Secretary determining EMC's compliance with the Privacy Rule.
- e. **Mitigation.** Business Associate agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this BAA. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.
- f. **Prohibited Payment for PHI.** Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless EMC obtained from the Individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH § 13405(d).
- g. **Security Rule.** Business Associate agrees to comply with the requirements of the Security Rule in the same manner that such sections apply to EMC. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect Electronic PHI, as required by the Security Rule. Any Business Associate, agent or subcontractor will also implement such safeguards. Business Associate agrees to conduct a risk assessment and implement reasonable administrative, technical, and physical safeguards designed to protect both EMC's PHI and other business and proprietary information from unauthorized disclosure. Business Associate agrees to update the risk assessment and related safeguards at least annually. Upon request by EMC, Business Associate agrees to provide documentation sufficient to demonstrate its compliance with the terms of this BAA.

- h. **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 BAA 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.
- i. **Breach Pattern or Practice.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of EMC that constitutes a material breach or violation of EMC's obligations under the BAA, 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 Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of HHS.

4. Accounting of Disclosures

- a. Business Associate agrees to document disclosures of PHI and information related to such disclosures in the time and manner directed by EMC as would be required for EMC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and EMC's policies. At a minimum, Business Associate shall furnish EMC the following with respect to any 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 EMC information collected in accordance with this Section, within ten (10) days after written request by the EMC, to permit EMC to make an accounting of disclosures as required by 45 C.F.R. § 164.528, or in the event that EMC 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 EMC.

5. **Obligations of EMC**

- a. EMC shall notify Business Associate of any restriction on the use or disclosure of PHI that EMC has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- b. EMC shall notify Business Associate of any limitation(s) in its notice of privacy practices of EMC in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- c. EMC shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- d. EMC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by EMC.

6. **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. EMC may terminate immediately this BAA, the Agreement, and any other related agreements if EMC 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 EMC's reasonable satisfaction, within thirty (30) days after written notice from EMC. EMC may report the problem to the Secretary of HHS if termination is not feasible.
- c. EMC may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate shall be returned to EMC or destroyed by Business Associate, at EMC's discretion. 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 EMC 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 6(d) shall survive any termination of this BAA.

7. **Effect of BAA**

- a. This BAA is a part of and subject to the terms of the Agreement, except any provision limiting the liability of the Business Associate with regard to damages related to a breach of the Business Associate's privacy or security obligations under this BAA. 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.

8. **Regulatory Reference**: A reference in this BAA to a section in HIPAA means the section as in effect or as amended.

9. **Amendments; Waivers:** 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. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment to the Agreement or BAA may be required to provide for procedures to ensure compliance with such developments. 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.

10. **Notice**

- a. 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 EMC, to:

Eisenhower Medical Center
39000 Bob Hope Drive
Rancho Mirage, CA 92270
Attention: Deputy General Counsel Compliance and Operations
Phone number: (760) 340-1147
Facsimile number: (760) 837-8327

If to Business Associate, to:

Attention: _____
Facsimile number: _____

11. **Interpretation:** Any ambiguity in this BAA shall be resolved to permit EMC and Business Associate to comply with the rules and requirements of applicable law protecting the privacy, security and confidentiality of PHI including but not limited to HIPAA, HIPAA Regulations and HITECH.
12. **State Law:** Nothing in this BAA shall require Business Associate to use or disclose PHI without proper authorization under applicable state law for such use or disclosure.

13. **Indemnity**: Business Associate agrees to indemnify, hold harmless and defend EMC from and against any and all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, reasonable attorney's fees, defense costs, costs of breach notification and mitigation, regulatory investigations by the Office for Civil Rights or state regulatory agencies, and equitable relief), for any damage or loss incurred by EMC arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or subcontractors or agents in connection with the performance of Business Associate's duties under this BAA, including but not limited to breach notification costs and expenses, and attorneys' fees. This indemnity shall not be construed to limit EMC's rights, if any, to common law indemnity. EMC retains the final right of approval for any and all communications to its patients, employees, media regulators or any other party for whom EMC may be obligated to notify EMC shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, or to provide advice regarding breach notification, the reasonable costs and expenses of which shall be the responsibility of Business Associate. EMC shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action. These indemnities shall survive termination of this BAA.
14. **Insurance**: Business Associate agrees to purchase and maintain at all times during the term of this BAA a professional liability insurance policy and a privacy and data security insurance policy. Each policy of insurance must identify EMC as an additional named insured. The professional liability policy shall provide insurance limits of at least \$1 million per occurrence and \$3 million aggregate. The privacy and data security insurance policy shall provide insurance limits of at least \$1 million per occurrence and \$3 million aggregate. Such policy shall insure EMC against any claim or claims for damages arising under this BAA or from violating Business Associate's own obligations under the HIPAA Rules or the HITECH Act, including but not limited to, breach notification costs and expenses, attorneys' fees, claims for the imposition of administrative penalties and fines on EMC, Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents. A copy of such policy or a certificate evidencing the policy shall be provided to EMC upon written request.
15. **Attorney's Fees and Costs**: If any legal action or investigation is commenced or necessary due to Business Associate's failure to comply with the terms of this BAA, EMC shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which EMC may be entitled.

16. **Assistance in Litigation or Administrative Proceedings:** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the BAA, available to EMC in the event of litigation or administrative proceedings being commenced against EMC, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
17. **Authority:** The undersigned representative acknowledges and warrants that he/she has the authority to bind the entity Business Associate.