

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

139



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
July 6, 2015

**SUBJECT:** Ratify, approve and authorize Subcontract Agreement between Riverside County Office on Aging (OoA) and Partners in Care Foundation, a California nonprofit public benefit Corporation for Chronic Self-Management Program throughout Riverside County for two (2) years, July 1, 2015 – June 30, 2017; and amend Ordinance No. 440 pursuant to Resolution No. 440 - 9009 [Districts – ALL] [Total Cost: \$80,000 for 2 years] [Source of Funds: 100% Local – Partners in Care Foundation].

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

1. Ratify, approve and authorize Subcontract Agreement between Riverside County Office on Aging (OoA) and Partners in Care Foundation, a California nonprofit public benefit Corporation for Chronic Self-Management Program throughout Riverside County for two (2) years, July 1, 2015 – June 30, 2017;
2. Amend Ordinance No. 440 pursuant to Resolution 440-9009 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 June 30, 2017; and
4. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A for Fiscal Year 2015/2016.

(Continued on Page 2)

**FISCAL PROCEDURES APPROVED**  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Susana Garcia-Bocanegra 7/29/15  
Susana Garcia-Bocanegra

Michele Haddock  
Michele Haddock  
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 40,000	\$ 40,000	\$ 80,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% Local - Partners in Care Foundation  
**Budget Adjustment:** Yes  
 For Fiscal Year: 2015-2016 to 2016-2017

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

APPROVE

BY: Lani Sioson  
Lani Sioson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

PURCHASING & FLEET SERVICES: Lisa Brandl, Director  
 FORM APPROVED COUNTY COUNSEL: 7/9/15  
 BY: JAMES E. BROWN, Mental Concurrent DATE  
 Approved by Michael T. Stock, Asst. County Executive Officer/  
 Human Resources Director

A-30  
 4/5 Vote  
 Positions Added  
 Change Order

Prev. Agn. Ref.: | District: ALL | Agenda Number:

**3-40**

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

**FORM 11:** Ratify, approve and authorize Subcontract Agreement between Riverside County Office on Aging (OoA) and Partners in Care Foundation, a California nonprofit public benefit Corporation for Chronic Self-Management Program throughout Riverside County for two (2) years, July 1, 2015 – June 30, 2017; and amend Ordinance No. 440 pursuant to Resolution No. 440 - 9009. [Districts – ALL] [Total Cost: \$80,000 for 2 years] [Source of Funds: 100% Local – Partners in Care Foundation].

**DATE: July 6, 2015**

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**BACKGROUND:**

**Summary**

In 2012, Office on Aging began providing Care Transition Intervention (CTI) evidence based care model services at the Desert Regional Medical Center (DRMC). This one year pilot project was very successful and this program was extended and approved by the Board of Supervisors for an additional three years. (Agenda Item 3-37 dated December 3, 2013).

Based on our successes with CTI, on May 6<sup>th</sup>, 2015, our Agency was approached by Partners in Care Foundation to participate and collaborate with the California Department on Aging (CDA) in an evidence based Chronic Disease Self-Management Program (CDSMP). CDSMP comprises of weekly workshops for six weeks, for two and a half hours, in community settings such as senior centers, churches, libraries and hospitals. People with different chronic health problems attend together. Workshops are facilitated by two trained leaders, one or both of whom are non-health professionals with chronic diseases themselves. Subjects covered include:

- Techniques to deal with problems such as frustration, fatigue, pain and isolation;
- Appropriate exercise for maintaining and improving strength, flexibility, and endurance;
- Appropriate use of medications;
- Communicating effectively with family, friends and health professionals;
- Nutrition;
- Decision making; and
- How to evaluate new treatments

**Impact on Citizens and Businesses**

Enrollees who participated in the program, as opposed to those who did not, demonstrated significant improvements in exercise, cognitive symptom management, communication with physicians, self-reported general health, health distress, fatigue, disability, and social/role activities limitations. In addition, enrollees reported fewer days in the hospital, with a trend towards fewer outpatient visits and hospitalizations. Results yielded a cost savings ratio of approximately 1:4 and many persisted for as long as three years.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Office on Aging Program Specialist I will serve as the facilitator and coordinator of the Chronic Disease Self-Management Program. The 2 year subcontract agreement is for \$80,000 and is funded 100% by Partners in Care Foundation, with the breakdown as follows:

FY2015/2016	\$	40,000
FY2016/2017	\$	40,000
Total:	\$	80,000

Current fiscal year funds of \$40,000 will be increased by the Schedule A attached. Additional funds of \$40,000 will be included in the County budget process in the consecutive fiscal year.

There is no impact to County General Funds and we are requesting no additional matching requirements.

**ATTACHMENTS:**

**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:** Ratify, approve and authorize Subcontract Agreement between Riverside County Office on Aging (OoA) and Partners in Care Foundation, a California nonprofit public benefit Corporation for Chronic Self-Management Program throughout Riverside County for two (2) years, July 1, 2015 – June 30, 2017; and amend Ordinance No. 440 pursuant to Resolution No. 440 - 9009 . [Districts – ALL] [Total Cost: \$80,000 for 2 years] [Source of Funds: 100% Local – Partners in Care Foundation].

**DATE: July 6, 2015**

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Office on Aging  
Schedule A  
FY 2015/16

Increase Office on Aging Estimated Revenue:

21450-5300100000-781360	Other Misc. Revenue	\$	40,000
		Total:	\$ 40,000

Increase Office on Aging Appropriations:

21450-5300100000-510040	Regular Salaries	\$	30,834
21450-5300100000-518100	Budgeted Benefits		6,000
21450-5300100000-520320	Telephone Service		350
21450-5300100000-523700	Office Supplies		410
21450-5300100000-523840	Computer Eq. Software		380
21450-5300100000-525300	ESD Processing - Financials		276
21450-5300100000-525310	ESD Processing - HRMS		250
21450-5300100000-526700	Rent-Lease Bldgs.		750
21450-5300100000-529040	Private Mileage Reimbursement		750
		Total:	\$ 40,000

1 RESOLUTION NO. 440-9009

2  
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in  
4 regular session assembled on \_\_\_\_\_, 2015, that pursuant to Section 4(a)(ii) of Ordinance No.  
5 440, the Director of Office on Aging is authorized to make the following listed change(s), operative on  
6 the date of approval, as follows:

7 

<u>Job</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
8 <u>Code</u>			
74090	+ 1	5300100000	Office on Aging Program Specialist I

**HOME AND COMMUNITY-BASED SERVICES  
SUBCONTRACT AGREEMENT**

This Evidence-based Self-Management Program Subcontract Agreement (“**Agreement**”) is made and entered into on July 1, 2015, by and between Partners In Care Foundation, a California nonprofit public benefit corporation (“**Partners**”), and Riverside County Office on Aging, a government agency (“**Network Subcontractor**”).

**RECITALS**

A. Partners is a transforming presence, an innovator and advocate shaping the future of health care with a focus on home and community based care. Partners addresses social and environmental determinants of health to broaden the impact of medicine. Partners is coordinating and organizing a network of evidence-based self-management program (“**EBSMP**”) providers that will offer an array of EBSMPs to hospitals, large medical groups, self-insured employers and health plans (the “**EBSMP Network**”).

B. Partners has entered into one or more agreements with certain health care entities (each referred to herein as “**Primary Contract Party**” or, collectively, the “**Primary Contract Parties**”), under which it has agreed to provide EBSMP to each Primary Contract Party’s population (the “**Populations**”). Such agreements (each referred to herein as “**Primary Contract**” or, collectively, as the “**Primary Contracts**”) are set forth in Schedule A. The Populations to be served are located in the areas listed in Schedule B (the “**Service Areas**”).

C. Network Subcontractor has necessary qualifications and experience and personnel to provide EBSMP. Network Subcontractor is an Aging and Disability Resource Center with a mission to provide leadership in developing a system of care services for older persons and adults with disabilities, which has experience in providing EBSMP and is qualified to provide subcontracted services to Partners under the Primary Contracts.

D. Partners desires to subcontract with Network Subcontractor to provide EBSMP in support of Partners’ performance of the Primary Contracts, and Network Subcontractor desires to accept such subcontract arrangement. The purpose of the subcontract arrangement is to ensure that Partners fulfills its obligations of providing EBSMP to the Populations in the Service Areas listed on Schedule B.

**AGREEMENT**

In consideration of the mutual covenants contained herein, and other good and valuable consideration, Partners and Network Subcontractor agree as follows:

1. **Network Subcontractor’s Services.** Network Subcontractor will provide the services described in Schedule C (“**Services**”) on behalf of and as directed by Partners to the Populations who reside in the Service Areas.

## 2. Network Subcontractor's Representations, Warranties, and Covenants.

**2.1 Representations and Warranties.** Network Subcontractor represents and warrants that:

**(a) Qualifications.** Network Subcontractor, and all persons it employs, contracts, or engages to perform Services, has all qualifications, accreditations, certifications, and licenses required by federal, state, or local law or third party payer policy or rule (collectively, "Qualifications") to fully perform the Services on behalf of Partners, and Network Subcontractor will notify Partners immediately upon notice of a threatened loss of any Qualification as well as immediately upon notice of an actual loss or limitation of any Qualification.

**(b) No Violations.** Neither Network Subcontractor nor any of its officers, managers, directors, employees, or contractors has ever been (1) convicted of a criminal offense related to health care or related to the provision of services paid for by a federal or state health care program (for example, Medicare and Medi-Cal); (2) assessed civil money penalties for an offense related to health care or related to the provision of services paid for by a federal or state health care program; (3) excluded from participation in any federal or state health care program or from any other federal government executive branch procurement or non-procurement program or activity; or (4) excluded by any federal agency from receiving federal contracts. Network Subcontractor shall immediately notify Partners if any above person or entity associated with the Network Subcontractor becomes the subject of an investigation that could threaten Network Subcontractor's ability to continue to accurately represent and warrant the statements in this Section 2.1(b). Network Subcontractor shall immediately notify Partners if and when it can no longer represent and warrant the statements in this Section 2.1(b). Such notice to Partners shall be in writing and shall state the reason(s) why such representations and warranties can no longer be made by Network Subcontractor.

**2.2 Covenants.** Network Subcontractor covenants that:

**(a) Excluded Persons.** Network Subcontractor will not assign any individual or entity to this subcontracted work who is or would be excluded from participation in any federal or state health care program or excluded by any federal agency from receiving federal contracts. If Network Subcontractor, or any of its officers, directors, managers, employees, or contractors, becomes the subject of any of the actions described in this paragraph, Network Subcontractor will give immediate written notice thereof to Partners.

**(b) Confidential Information.** Network Subcontractor acknowledges that, in the course of performing its duties hereunder, Partners will disclose to Network Subcontractor Confidential Information (as defined below) having a special and unique nature and value relating to Partners. As a material inducement to Partners to enter into this Agreement, Network Subcontractor agrees that, unless Partners provides prior written consent, Network Subcontractor will not, at any time during or following the term of this Agreement, directly or indirectly, use, misappropriate, disclose, publish, or divulge, except in connection with the provision of the Services, any Confidential Information which has been obtained by or disclosed to Network Subcontractor through or in the course of its relationship with Partners. As an

exception to the foregoing, Network Subcontractor may disclose Confidential Information as required to comply with the binding order of a governmental entity that has jurisdiction over it, provided that Network Subcontractor (a) gives Partners reasonable written notice to allow Partners to seek a protective order or other appropriate remedy, (b) discloses only such information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

(1) For purposes of this Agreement, “**Confidential Information**” will include, without limitation, any agreement to which Partners is a party (including this Agreement), policies, trade secrets, intellectual property, methods, protocols, manuals, confidential reports, and other matters relating to the operation of the business of Partners. Confidential Information of either party shall exclude information that:

(A) was already in the possession of receiving party prior to its receipt from the disclosing party (provided that the receiving party is able to provide the disclosing party with reasonable documentary proof thereof);

(B) is or becomes part of the public domain by reason of acts not attributable to the receiving party;

(C) is or becomes available to receiving party from a source other than the disclosing party which source, to the best of receiving party’s knowledge, has rightfully obtained such information and has no obligation of non-disclosure or confidentiality to the disclosure party with respect thereto;

(D) is made available by the disclosing party to a third party unaffiliated with the disclosing party on an unrestricted basis;

(E) is independently developed by the receiving party completely without reference to any Confidential Information of the disclosing party, as evidenced by the receiving party’s written records; or

(F) has been or must be publicly disclosed by reason of legal accounting or regulatory requirements beyond the reasonable control, and despite the reasonable efforts of the receiving party.

(2) If this Agreement is terminated, Network Subcontractor shall promptly return to Partners all hard copies or originals of Confidential Information and all extracts or other reproductions in whole or in part thereof, and to take reasonable steps to secure or otherwise delete all electronic copies and email messages; provided, however, that in the sole discretion of Partners and upon the express written instruction of Partners, Network Subcontractor shall destroy all hard copies or originals of all Confidential Information in their possession and to take all steps necessary to secure or otherwise delete all electronic copies and email messages. Notwithstanding the securing, return or destruction of the Confidential Information, Network Subcontractor will continue to be bound by Network Subcontractor’s confidentiality obligations under this Agreement. Partners is entitled to seek equitable relief, including injunction and specific performance, in the event of a breach of the confidentiality obligations under this Agreement, in addition to all other remedies available at law or in equity.

(c) **Maintenance of Qualifications.** Network Subcontractor will maintain all Qualifications for the duration of this Agreement. Network Subcontractor will give Partners written notice immediately upon the loss, suspension, or any other adverse action regarding any Qualification.

(d) **Compliance.** All Services will be provided in accordance with (1) all applicable laws and regulations, including all privacy laws and fraud and abuse laws; (2) Partners' protocols, policies, and procedures and all Primary Contract requirements and provisions; (3) operational specifications provided by Partners or under the Primary Contracts; and (4) any standards or procedures imposed by any accreditation organization by which Partners or Network Subcontractor is accredited. Partners will provide a copy of Partners' applicable clinical protocols, policies, and procedures to Network Subcontractor and may modify any protocol, policy, or procedure by providing ten (10) days' advance written notice to Network Subcontractor. Partners will provide a copy of applicable protocols and requirements under the Primary Contracts, and will provide prompt notice to Network Subcontractor of any amendments to the Primary Contracts.

(e) **Quality Improvement.** Network Subcontractor will cooperate with Partners in the conduct of quality improvement activities.

(f) **Primary Contract Compliance.** Network Subcontractor will cooperate with Partners in Partners' efforts to comply with the Primary Contracts. Network Contractor shall comply with the Primary Contract terms applicable to the Services.

(g) **Information Requests.** Network Subcontractor will produce any document or information in its possession that Partners reasonably requires in order to comply with a request from any third party payer, state or federal agency, or accreditation organization.

(h) **Maintenance of Documents.** Network Subcontractor will maintain all documents and records necessary for it to provide the Services.

(i) **Protected Health Information.** Network Subcontractor shall maintain and provide Partners with proof of HIPAA training and monitoring for all staff with access to Protected Health Information.

(j) **No Discrimination.** Network Subcontractor shall not discriminate against any patient because of race, ethnicity, national origin, citizenship, pre-existing medical condition, age, sex, marital status, religion, sexual orientation, physical or mental handicap, insurance status, economic status, or ability to pay.

(k) **Background Checks.** Network Subcontractor will obtain background check and drug screening for staff engaged in Primary Contract activities that have patient/member contact, as may be required by the Primary Contracts.

Drug and Background Screen Requirements Background checks meeting the following requirements:

- For Non-Exempt Partners in Care Staff:
  - Criminal Trace



- Social Security Trace
- Employment Verification from 2 previous employers
- For Exempt/Professional Partners in Care Staff:
  - Criminal Trace
  - Social Security Trace
  - Education Verification
  - Employment Verification of the most recent previous employer

\*Volunteers are exempt but list of names needs to be kept updated.

Must maintain and enforce a drug free workplace policy, subject to approval by Blue Shield.

**(l) Training.** If requested by Partners or required by the Primary Contracts, Network Subcontractor agrees to become licensed and trained, at their own expense, in any evidence-based programs and practices, including self-management/patient activation programs that they wish to provide through this Agreement.

**(m) Insurance Requirements.** Network Subcontractor shall comply with any insurance requirements set forth in the Primary Contracts or as may be required in Section 7.1 of this Agreement.

**(n) Schedule of Staff.** Network Subcontractor staff providing Services shall have suitable training and skills to perform the Services. Network Subcontractor shall provide upon Partner's request a list of all Network Subcontractor personnel dedicated to providing Services under this Agreement and their respective job titles. Partners may in its discretion from time to time require Network Subcontractor to remove any member of the Network Subcontractor staff from working under this Agreement, with or without cause, and Network Subcontractor shall complete such removal within twenty four (24) hours and replace such individual as soon as practicable at no cost to Partners. Network Subcontractor shall ensure that each member of the Network Subcontractor staff who performs work under this Agreement is informed of Network Subcontractor's confidentiality obligations under this Agreement and agrees in writing to comply with such obligations. Network Subcontractor shall comply with all background check and drug screening requirements under the Primary Contracts.

**(o) EBSMP Network Committees.** Network Subcontractor shall participate in good faith in the EBSMP Network Compliance Committee and Quality Assurance Committee, upon establishment of such committees. Upon adoption of policies and procedures by such committees, Network Subcontractor shall comply with all policies and procedures adopted by such committees.

**(p) Noncompetition.** Except upon the express prior approval of Partners, which may be given or withheld in its reasonable discretion, Network Subcontractor shall not directly provide or engage any person or entity other than Partners to provide Services to a Primary Contract Party during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement. Specifically excluded from this provision are any existing relationships, or agreements or contracts signed before the date of this Agreement.

**3. Partners Responsibilities.** Partners will be responsible for entering into, holding and administering the Primary Contracts. Partners will provide approved educational materials, forms, and other resources, and will provide reasonable guidance to Network Subcontractor in the terms and activities required to provide Services under the Primary Contracts. Partners will provide reasonable ongoing technical assistance, support and training to Network Subcontractor in relation to provision of EBSMP. Partners will serve as central intake coordinator for the provision of Services under the Primary Contracts. Partners will coordinate the data collection and evaluation process, providing access to shared information technology systems where appropriate, as determined by Partners in its sole reasonable discretion. Partners will oversee performance and quality according to the terms of the Primary Contracts and to evaluate whether Network Subcontractor's performance meets standards, reserving the right to withdraw the invitation to participate in any individual contract or service that cannot be corrected to meet standards.

**4. Compensation and Expenses.**

**4.1** As full compensation for the Services, Partners will pay Network Subcontractor pursuant to Schedule D.

**4.2** Except as otherwise provided herein, Network Subcontractor will be responsible for all expenses incurred by Network Subcontractor in rendering the Services and in undertaking this Agreement.

**5. Subcontracting Prohibited.**

**5.1** Network Subcontractor shall directly render all Services exclusively through its employees under its control who are authorized in accordance with this Agreement. Subcontracting the provision of any portion of the Services to be provided pursuant to this Agreement is prohibited.

**6. Term and Termination.**

**6.1 Term.** This Agreement will be effective of as of July 1,- 2015 ("**Effective Date**"), and will continue for twelve (12) months, unless terminated sooner in accordance with the terms of this Agreement. This Agreement will automatically renew for additional twelve (12) month periods unless terminated in accordance with Section 6 of this Agreement.

**6.2 Termination in Connection with Primary Contract.** This Agreement shall automatically terminate upon the termination of all Primary Contracts for any cause or reason. Partners may elect to terminate this Agreement immediately if the Primary Contract Parties fail to pay material amounts that are due to Partners under the Primary Contracts.

**6.3 Termination for Breach.** In the event a party ("**Breaching Party**") breaches the terms of this Agreement, the other party ("**Non-Breaching Party**") may provide its intent to terminate this Agreement by giving written notice to the Breaching Party at least thirty (30) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval

of Breaching Party. If such breach is not cured to the reasonable satisfaction of Non-Breaching Party within the cure period, the Non-Breaching Party shall have the right to immediately terminate this Agreement on the effective date of the termination stated in the notice.

**6.4 Termination Upon Mutual Agreement.** This Agreement may be immediately terminated at any time by mutual written agreement of the parties.

**6.5 Termination Without Cause.** This Agreement may be terminated by either party with or without cause by providing the other party sixty (60) days' prior written notice.

**6.6 Obligations Upon Termination.** In the event of termination, the Network Subcontractor shall not be relieved of liability to Partners for injury or damages sustained by Partners by virtue of any breach of this Agreement by the Network Subcontractor. In the event of termination pursuant to Section 2 above, Partners may withhold any payments to the Network Subcontractor for the purpose of set off until such time as the exact amount of damages due to Partners is determined. Partners shall pay the Network Subcontractor for all Services performed satisfactorily to the effective date of termination provided that the provider is not in default of the terms of the Agreement and submits to Partners properly completed invoices, with supporting documentation covering such services within time limits required by payers to be eligible for payment but in any case no later than sixty (60) days after the effective date of termination.

## **7. Insurance and Indemnification.**

**7.1 Insurance.** Partners and Network Subcontractor will maintain professional and general liability insurance coverage issued by companies authorized to do business in the State of California. Minimum coverage and limits shall meet payer standards within contracts and will be as follows:

(a) Worker's Compensation and Employer's Liability shall not be less than \$1,000,000 for injury or death.

(b) Commercial Liability shall not be less than \$1,000,000 for each occurrence and \$2,000,000 in aggregate for bodily injury, property damage, and personal injury.

(c) Business Auto shall not be less than \$1,000,000 for bodily injury or property damage.

(d) Umbrella Liability shall not be less than \$5,000,000 per claim limit and \$5,000,000 in aggregate coverage.

(e) Professional Liability Insurance shall not be less than \$3,000,000 for each claim and \$3,000,000 in aggregate coverage.

(f) Privacy Liability and Network Security shall not be less than \$3,000,000 for each claim and \$3,000,000 in aggregate coverage.

(g) Crime per coverage of occurrence shall not be less than \$100,000.

Before commencing performance of Work, Network Subcontractor shall furnish Partners with certificates of insurance and endorsements of all required insurance for Network Subcontractor. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf. Network Subcontractor shall provide immediate notice to Partners if any of the above described policies receive notice of cancellation or nonrenewal from its insurer.

All documentation shall be submitted to: "Partners," located at 732 Mott Street #150, San Fernando, CA 91340.

Privacy Liability and Network Security Insurance, covering liability and expenses incurred as a result of acts, errors and omissions in connection with performance of the Services under this Agreement with a per claim limit of \$3,000,000 and a limit of \$3,000,000 in the aggregate; this policy can be combined with the Professional Errors and Omissions Liability Insurance. Such insurance shall, at a minimum, cover: (i) data security breaches (including, without limitation, unauthorized access, use or theft of Personally Identifiable Information or Network Confidential Information); (ii) violation of Laws relating to the care, custody, control or use of Personally Identifiable Information or Partners Confidential Information or the privacy or security of such information; (iii) data damage, destruction or corruption; or (iv) any act, omission or failure to act that results in a failure of network security (including unauthorized access to, unauthorized use of, a denial of service attack by a third party against, or transmission of a Virus or other type of malicious code to Partners computer systems).

## **7.2 Indemnification.**

(a) Network Subcontractor will indemnify and hold harmless Partners from and against all damages, claims, liabilities, and losses (including reasonable attorney's fees and related costs) resulting from Network Subcontractor's negligence or willful misconduct committed in connection with the performance of Network Subcontractor's duties hereunder, except to the extent such damages are attributable to the gross negligence or willful misconduct of Partners or its agents, representatives, officers or employees.

(b) Partners will indemnify and hold harmless Network Subcontractor from and against all damages, claims, liabilities, and losses (including reasonable attorney's fees and related costs) resulting from Partners' negligence or willful misconduct committed in connection with the performance of Partners' duties hereunder, except to the extent such damages are attributable to the gross negligence or willful misconduct of Network Subcontractor.

**8. Business Associate Agreement.** In providing Services hereunder, Network Subcontractor will be acting as a subcontractor business associate of Partners, as that term is used in the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Privacy of Individually Identifiable Health Information (collectively the "HIPAA Standards"), 45 CFR parts 160 and 164. The parties agree to execute the Business Associate Agreement attached to this Agreement in compliance with the HIPAA Standards as set forth in Schedule E.

## 9. License

**9.1 License Grant.** Subject to the terms of this Agreement, Partners may, at its written election, which may be granted or withheld in its sole discretion, grant to Network Subcontractor a non-exclusive, personal, indivisible, revocable, nontransferable and non-sublicensable right and license to use certain trademarks and tradenames that belong to Partners, relating to the EBSMP Network (the “**Licensed Marks**”) in connection with the Services during the term of this Agreement. Pursuant to the license herein granted, Network Subcontractor shall have the right to use and distribute educational materials incorporating the Licensed Marks, but only in connection with the Services. Network Subcontractor may not use the Licensed Marks in connection with any of its other activities. Network Subcontractor shall have the right to engage third party contractors to facilitate and assist with Network Subcontractor’s preparation of educational materials relating to the Network Subcontractor’s use of the Licensed Marks in connection with the Services, provided all such materials shall be subject to the approval of Partners prior to use.

### 9.2 Restrictions on Use of Licensed Marks

(a) Network Subcontractor shall reproduce and include trademark and/or service mark symbols and legends, or other proprietary markings as required by Partners whenever Licensed Marks are used for any purpose. Network Subcontractor shall not use any other trademark, service mark, trade name or logotype on signage, advertising, marketing or promotional materials, or in any other use, Licensed Marks without the prior express written approval of Partners.

(b) Network Subcontractor shall not have the right to transfer or assign any of its rights or obligations relating to the Licensed Marks.

(c) Network Subcontractor acknowledges and agrees that Partners is, and shall at all times remain, the exclusive owner of the Licensed Marks, and Network Subcontractor agrees that it will do nothing inconsistent with such ownership, and that all use of the Licensed Marks by Network Subcontractor shall inure to the benefit of Partners. Network Subcontractor agrees that it shall not, without the express prior written consent of Partners, apply for registration, seek to obtain ownership, or contest or challenge Partners’ exclusive ownership of the Licensed Marks or any similar, related or derivative right, in any state or nation. The provisions of this Section 9.2 shall survive the expiration or termination of this Agreement, irrespective of the reasons therefor.

(d) Network Subcontractor acknowledges and agrees that the quality of the services provided by Network Subcontractor under the Licensed Marks shall be consistent with the quality of services rendered by Partners, shall conform to applicable industry standards for the applicable services, and shall be subject to periodic inspections by Partners, upon reasonable notice to Network Subcontractor, of such materials upon which a Licensed Mark appears. During the term of this Agreement and at Partners’ request, Network Subcontractor shall furnish to Partners, at Network Subcontractor’s expense, samples of proposed materials bearing the Licensed Marks prior to using or distributing such materials. All such materials shall be subject to the prior written approval of Partners.

(e) Partners retains all rights to the Licensed Marks except as expressly granted herein.

## **10. Miscellaneous.**

**10.1 Relationship of Parties.** The relationship between Network Subcontractor and Partners established by this Agreement is solely that of independent contractors. Neither party will be considered the legal representative or agent of the other, nor authorized or empowered to assume any obligation of any kind, implied or expressed, on behalf of the other party, except with the express prior written consent of the other party. Network Subcontractor shall be solely responsible for all taxes, if any, it incurs as a result of any payments it receives under this Agreement. No person acting on behalf of Network Subcontractor shall have any claims against Partners or Primary Contract Parties for compensation, overtime, vacation pay, sick-leave, retirement benefits, or employee benefits of any kind, and Network Subcontractor shall indemnify Partners and Primary Contract Parties and hold harmless each with respect thereto.

**10.2 Assignment; Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement will not be assignable by either party without the other party's written consent.

**10.3 No Waiver.** Neither the waiver by either party of any breach of or default under any of the provisions of this Agreement nor the failure of either party to enforce any of the provisions of this Agreement or to exercise any right hereunder will, hereafter, be construed as a waiver of any subsequent breach or default or a waiver of any rights or provision hereunder.

**10.4 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of California. No provision of this Agreement will be applied to or construed in a manner inconsistent with applicable state and federal laws and regulations.

**10.5 No Third-Party Beneficiaries.** No person or entity other than the parties hereto will be entitled to bring any action to enforce any provision of this Agreement against a party hereto.

**10.6 Severability.** No provision of this Agreement which is in violation of any state or federal law or regulation will be effective; provided, however, if one or more provisions of the Agreement are hereinafter determined to be invalid and unenforceable, this will not operate to the detriment or invalidate the remainder of the Agreement unless the unenforceability or invalidity has the effect of substantially changing the terms and conditions of this Agreement or operates in such a manner as to invalidate or defeat the primary purposes or objectives of this Agreement.

**10.7 Entire Agreement; Amendment; Schedules.** This Agreement is the entire agreement between the parties as to its subject matter, and all prior written or oral agreements, promises, or representations are incorporated herein. This Agreement may be amended only by a writing executed by the parties. Notwithstanding the foregoing, the parties may revise or update Schedules A, B, C, and D from time to time, including without limitation

the addition of schedules to reflect any additional Primary Contracts, upon mutual agreement of the parties. By way of example, new Service Areas may be incorporated in Schedule B-1, B-2, B-3, and so forth, as necessary, to accurately reflect the Service Areas to be served pursuant to the Primary Contracts.

**10.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered to be an original; however, all such counterparts shall constitute but one and the same Agreement. This Agreement may be executed by facsimile or PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and PDF), will be considered as legally effective as an original signature.

**10.9 Notices.** Any notice required or permitted to be given under this Agreement will be in writing and will be hand delivered, sent by certified mail with return receipt requested, or delivered by overnight courier service providing written proof of delivery, addressed as follows:

**If to Partners:** Partners in Care Foundation, Inc.  
732 Mott Street, Suite 150  
San Fernando, CA 91340  
Attn: June Simmons, Chief Executive Officer

**If to Network Subcontractor:** Office on Aging 6296 River Crest Drive Suite  
K. Riverside California 92507  
Attn: Rachelle Roman

or to such other address as either party may designate by notice pursuant to this section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth in the introductory paragraph, to be effective as of the Effective Date.


**“PARTNERS”**


**PARTNERS IN CARE FOUNDATION,  
a California nonprofit  
public benefit corporation**

By:   
June Simmons  
Its: Chief Executive Officer

**“NETWORK SUBCONTRACTOR”**

**Riverside County Office on Aging,  
a government agency**

By:   
Michele Haddock  
Its: Director

FORM APPROVED COUNTY COUNSEL  
BY:  DATE: 1/15/15





**SCHEDULE A**

**PRIMARY CONTRACTS**

**Blue Shield of California Master Services Agreement**

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**SCHEDULE B**

**SERVICE AREAS**

**Please provide a list of zip codes and service sites in which you would like to provide the services specified in Schedule C below.**

	City	Area Code(s)	Classification	Population
<a href="#">ZIP Code 91752</a>	MIRA LOMA	951	General	30,047
<a href="#">ZIP Code 92201</a>	INDIO	760/442	General	61,827
<a href="#">ZIP Code 92202</a>	INDIO	760/442	P.O. Box	0
<a href="#">ZIP Code 92203</a>	INDIO	760/442	General	25,605
<a href="#">ZIP Code 92210</a>	INDIAN WELLS	760	General	4,677
<a href="#">ZIP Code 92211</a>	PALM DESERT	760	General	24,294
<a href="#">ZIP Code 92234</a>	CATHEDRAL CITY	760	General	51,151
<a href="#">ZIP Code 92235</a>	CATHEDRAL CITY	760	P.O. Box	0
<a href="#">ZIP Code 92236</a>	COACHELLA	760	General	41,083
<a href="#">ZIP Code 92240</a>	DESERT HOT SPRINGS	760/442	General	34,722
<a href="#">ZIP Code 92241</a>	DESERT HOT SPRINGS	760	General	8,803
<a href="#">ZIP Code 92247</a>	LA QUINTA	909	P.O. Box	0
<a href="#">ZIP Code 92248</a>	LA QUINTA	909	P.O. Box	0
<a href="#">ZIP Code 92253</a>	LA QUINTA	760	General	37,262
<a href="#">ZIP Code 92255</a>	PALM DESERT	760	P.O. Box	0
<a href="#">ZIP Code 92260</a>	PALM DESERT	760	General	31,753
<a href="#">ZIP Code 92261</a>	PALM DESERT	760	P.O. Box	0
<a href="#">ZIP Code 92262</a>	PALM SPRINGS	760/442	General	26,179
<a href="#">ZIP Code 92263</a>	PALM SPRINGS	760/442	P.O. Box	0
<a href="#">ZIP Code 92264</a>	PALM SPRINGS	760/442	General	19,383
<a href="#">ZIP Code 92270</a>	RANCHO MIRAGE	760	General	17,220
<a href="#">ZIP Code 92276</a>	THOUSAND PALMS	760	General	7,585
<a href="#">ZIP Code 92501</a>	RIVERSIDE	951/909	General	20,970
<a href="#">ZIP Code 92570</a>	PERRIS	951	General	53,697
<a href="#">ZIP Code 92571</a>	PERRIS	951	General	52,516
<a href="#">ZIP Code 92572</a>	PERRIS	951	P.O. Box	0
<a href="#">ZIP Code 92584</a>	MENIFEE	951	General	43,400
<a href="#">ZIP Code 92585</a>	SUN CITY	951	General	17,797
<a href="#">ZIP Code 92586</a>	SUN CITY	951	General	19,815

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**SCHEDULE C**

**EBSMP SERVICES**

*Please check all services you wish to provide, indicate the languages in which you have capacity, and indicate the evidence-based programs you are currently qualified to provide. See below for descriptions.*

<b>Service</b>	<b>We wish to provide (Mark with X)</b>	<b>We can provide in these languages:</b>	<b>EBSMPs in which we are currently trained.</b>
1. Chronic Disease Self-Management Program	<i>X</i>	<i>English</i>	<i>CTI</i>
2. Tomando Control de su Salud	<i>X</i>	<i>Spanish</i>	<i>CTI</i>
3. Diabetes Self-Management Program			
4. Tomando Control de su Diabetes			
5. Chronic Pain Self-Management			

Network Subcontractor agrees to provide quality delivery of Stanford Evidence-Based Self-Management Program:

- CDSMP (Healthier Living)
- Tomando Control de su Salud
- DSMP (Healthier Living Diabetes)
- Programa de Manejo Personal de la Diabetes

1. **Personnel and Training:** Network Member agrees to

- a) Ensure that Programs are conducted under the license provided by *The Board of Trustees of the Leland Stanford Junior University ("Stanford")*. The Network Subcontractor shall provide to *Partners* a copy of the *Stanford* license due upon signing of this Agreement and ongoing at times of renewal. If the Subcontractor does not have a current *Stanford* license the Program(s) must be discontinued until a current license is obtained.
- b) Ensure that Programs are only taught by persons who have successfully met all applicable pre-requisites set by *Stanford*, completed an approved leader/ instructor training and maintained their certification per individual Program guidelines. If there are no approved leaders available the Program must be discontinued until a qualified leader(s) is obtained.
- c) Provide a quarterly Active Leader Report to *Partners* listing Name and contact information for all leaders providing CDSME Programs and which Program(s) the leader is facilitating. Also report any leaders who are no longer active. This report is due upon signing of this Agreement and by the 1<sup>st</sup> of June, September, December and March until the term of the Agreement.

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- d) Ensure that all staff and volunteers involved in CDSME programs whose activities involve: i) collecting participant personally identifiable information (PII); ii) requesting and securing participant consent to share their PII data; iii) collecting, storing, transmitting, performing data entry and destroying PII data; iv) reporting and mitigating any data breaches, should they occur, complete an Information Security Awareness Training, within 60 days of their start date and annually thereafter. The training is provided by *Partners*.

2. **Program Implementation:** Network Member agrees to:

- a) Carry out no less than six (6) CDSME programs a year and not less than one CDSME program every other month within your designated service area identified in this Agreement. Network Subcontractor shall provide to *Partners* a monthly list of scheduled workshops by the 15<sup>th</sup> of each month, which lists the workshops scheduled for the next 2 months. (For example if a workshop is to be provided in the month of August or September it shall be included on the July 15<sup>th</sup> report to *Partners*)
- b) Supply each enrolled managed care member (Member) with the most recent edition of *Living a Healthy Life with Chronic Conditions (Tomando Control de su Salud, Chronic Pain Self-Management Program* workbook) and the CD's (*Relaxation for Mind and Body, Moving Easy Program: Chronic Pain Self-Management, Programas Educativos para La Salud- Hagamos Ejercicio, Programas Educativos para La Salud-Relajacion muscular progresiva, Un Jardin de Flores*) for them to keep.
- c) Provide confirmation calls to enrolled Member between 1 and 3 days prior to the first two CDSME in-person workshop sessions (calls to be completed by workshop leaders). Workshop leaders shall include validation of identity, and review dates, times and location of Member's scheduled CDSME Workshop.
- d) Notify *Partners* of workshop cancelation at a minimum of 5 business days prior to the scheduled start date of the CDSME workshop.
- e) Provide a quarterly listing of primary CDSME program sites, including the name of the site and the address, street address, City and zip code. Be responsible for publicizing/marketing the Program(s); further Network Subcontractor shall be responsible for recruiting and registering participants for each Program as prescribed by that specific Program, subject to the oversight of *Partners*.
- f) Upon the request of *Partners* and when discussed by both parties, hold a CDSME workshop when ten (10) or more managed care members are available for CDSME workshop participation within your designated service area and within 30 days of the request.
- g) Strictly comply with all state and federal laws and regulations regarding confidentiality of Member medical records, including, without limitation, the Health Insurance Portability

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and Accountability Act of 1996 (“HIPAA”) and the California Confidentiality of Medical Information Act (“CMIA”). Affiliate shall execute the HIPAA Business Associate Addendum attached hereto as Exhibit B.

h) Comply with all applicable laws in fulfilling its obligations under this Agreement, including, without limitation, HIPAA and CMIA. Network Subcontractor shall ensure that its agents and Program leaders do not engage in any discriminatory, abusive or harassing behavior.

3. **Program Monitoring, Participant Information and Evaluation:** Network Subcontractor agrees to:

a) Utilize a dedicated Session 6 form (which can be identified as being completed by a managed care member) and the Network Subcontractor will ensure that all Members will be requested to complete this Session 6 form at their last CDSME workshop. Network Subcontractor will ensure that the original copy of this Session 6 and the Attendance Log are submitted to *Partners* as part of the invoicing process.

b) Provide *Partners* reasonable access to all Programs for periodic fidelity checks / site visits.

4. **Network Member Contact Person(s):**

Network Subcontractor shall designate a contact person (Contact Person) who will receive a copy of this Agreement, help ensure that the above responsibilities are upheld, and maintain communication with *Partners* administrative staff and *Partners*’ contact center. This Contact Person's name and contact information is listed below. This information shall be updated with other quarterly reports.

**Rachelle Roman, Deputy Director; 951-867-3800; rroman@co.riverside.ca.us**

<i>Name</i>	<i>Title</i>	<i>Phone</i>	<i>Email</i>
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*Partners* contact center staff will contact the Contact Person by phone and email with registration information concerning managed care members. The Contact Person will notify *Partners* by email once registration for a managed care member has been completed.

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**SCHEDULE D**

**FEE SCHEDULE for BLUE SHIELD OF CALIFORNIA PRIMARY CONTRACT**

*All services are to be invoiced monthly after completion of the 30-day follow-through period or completion of the self-management class.*

- |   |  |
|---|--|
| <b>1. Evidence-Based Self-Management Program:</b> | <b>\$250 per enrollment (not to exceed \$40,000)</b> |
|---|--|

**INVOICING AND PAYMENT TERMS**

**Notification of Completion.** Network Subcontractor shall submit to *Partners*' Account Manager documentation of completion within five (5) business days for all services completed as described above in Schedule C. *Partners* will include all services so documented on its next monthly invoice to Blue Shield of California. *Partners*' invoices are due to Blue Shield by the 15<sup>th</sup> of each month and are payable within 30 days of receipt.

**Invoices.** For each month, Network Subcontractor shall invoice *Partners* for the fees applicable to the Services completed during such month. Network Subcontractor's monthly invoices shall: (a) be provided on or before the 10th day of each month; and (b) be in a form and format agreed by the Parties.

**Timeliness of Invoices.** Network Subcontractor shall invoice all fees within one hundred twenty (120) days after the month in which the services were completed. If Network Subcontractor fails to invoice such fees within one hundred twenty (120) days, *Partners* shall be under no obligation to pay and Network Subcontractor shall waive any right it may have to invoice for and collect such fees.

**Payment.** Properly invoiced fees for each month shall be due and payable to Network Subcontractor within fifteen (15) days after the date *Partners* receives payment for those services from Blue Shield of California.

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**SCHEDULE E**

**SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT FOR  
BLUE SHIELD OF CALIFORNIA CONTRACT**

This SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this **July 1, 2015** (the “**Effective Date**”) by and between Riverside County Office on Aging, a government agency (“**Subcontractor**”) and PARTNERS IN CARE FOUNDATION, a California non-profit corporation (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

**RECITALS**

- E. BA is a Business Associate providing services that involve the use or disclosure of PHI on behalf of California Physicians’ Service, d/b/a **Blue Shield of California** (“**CE**” or “**Covered Entity**”), as such terms are defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”), and has entered into a business associate agreement with CE.
- F. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing (collectively, the “**Agreement**”), Subcontractor, through the provision of services to BA that involve the use of disclosure of PHI, will also be a Business Associate under HIPAA, as a subcontractor to BA.
- G. Pursuant to the business associate agreement entered into by and between BA and CE, BA is required to enter into a business associate agreement with any subcontractor that creates, receives, maintains, or transmits PHI on behalf of BA, and shall ensure that its subcontractors agree to the same or more stringent restrictions and conditions as apply to BA pursuant to its business associate agreement with CE.
- H. BA and Subcontractor intend to protect the privacy and provide for the security of PHI disclosed to Subcontractor pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws, as such laws may be amended from time to time.

**NOW, THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, BA and Subcontractor agree as follows:

**AGREEMENT**

**1. Definitions.**

- 1.1 Breach** shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

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- 1.2 **Business Associate** shall have the meaning given to such term under 42 U.S.C. § 17938 and 45 C.F.R. § 160.103.
- 1.3 **Covered Entity** shall have the meaning given to such term under 45 C.F.R. § 160.103.
- 1.4 **Data Aggregation** shall have the meaning given to such term under 45 C.F.R. § 164.501.
- 1.5 **Designated Record Set** shall have the meaning given to such term 45 C.F.R. § 164.501.
- 1.6 **Electronic Protected Health Information** or **EPHI** means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.7 **Electronic Health Record** shall have the meaning given to such term under 42 U.S.C. § 17921(5).
- 1.8 **Health Care Operations** shall have the meaning given to such term under 45 C.F.R. § 164.501.
- 1.9 **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.10 **Protected Health Information** or **PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.
- 1.11 **Protected Information** shall mean PHI provided by BA to Subcontractor or created or received by Subcontractor on BA's behalf.
- 1.12 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.13 **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.
- 1.14 **Unsecured PHI** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74



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Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services (“Secretary”).

**2. Obligations of Subcontractor.**

- 2.1 Permitted Access, Use or Disclosure.** Subcontractor shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as permitted or required by law. Except as otherwise limited in the Agreement or this BAA, Subcontractor may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of Subcontractor, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by BA. If Subcontractor discloses Protected Information to a third party, Subcontractor must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to promptly notify Subcontractor of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.
- 2.2 Prohibited Uses and Disclosures Under HITECH.** Notwithstanding any other provision in this BAA, Subcontractor shall comply with the following requirements: (i) Subcontractor shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) Subcontractor shall not disclose Protected Information 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, 42 U.S.C. § 17935(a), 45 C.F.R. § 164.522(a)(vi); (iii) Subcontractor shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of BA and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), 45 C.F.R. § 164.502(a)(5)(ii); however, this prohibition shall not affect payment by BA to Subcontractor for services provided pursuant to the Agreement.
- 2.3 Appropriate Safeguards.** Subcontractor shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. Subcontractor shall comply, where applicable, with the Security Rule with respect to EPHI, and shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI. Subcontractor shall comply with each of its obligations under the applicable requirements of 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and

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procedures and documentation requirements of the HIPAA Security Rule set forth in 45 C.F.R. § 164.316.

- 2.4 De-Identified Information.** Subcontractor shall neither use nor disclose PHI for the purpose of creating de-identified information that will be used for any purpose without consent of BA or other than as directed by BA to carry out the obligations of Subcontractor set forth in this BAA or the Agreement, or as required by law.
- 2.5 Sale of PHI.** The sale of PHI, as defined by 45 C.F.R. 164.502(a)(5)(ii)(B), is prohibited and Subcontractor is prohibited from seeking an individual's authorization to sell such individual's PHI.
- 2.6 Reporting of Improper Access, Use, or Disclosure.**
- (a) **Generally.** Subcontractor shall immediately notify BA of any Breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which Subcontractor becomes aware and/or any access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410. Subcontractor shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of Subcontractor by applicable federal and state laws and regulations. In the event of a Breach or suspected Breach, including any actual, successful Security Incident of which it becomes aware which has compromised the protections set forth in the HIPAA, Subcontractor shall forward to BA as soon as practicable, but in any event within 24 hours after such Breach or suspected Breach is discovered by Subcontractor, a written notice including the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach or suspected Breach. Subcontractor shall cooperate with BA and shall provide such assistance as BA may reasonably request so that BA may comply with any obligations it may have to investigate, remediate, mitigate, report, and or otherwise notify third parties of such Breach. Subcontractor shall be liable for all costs associated with the investigation, remediation, mitigation, and reporting of Breaches of Unsecured PHI and/or access to, use or disclosure of PHI which is not permitted by this BAA or the Agreement or required by applicable law which is caused by Subcontractor, its officers, employees, agents, and/or subcontractors.
- (b) **Unsuccessful Security Incident.** In addition to reporting any actual, successful Security Incident of which it becomes aware as required in subsection (a), above, Subcontractor shall report any attempted, unsuccessful Security Incident of which Subcontractor becomes aware within a reasonable time period, and in no case later than sixty (60) days.

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If the Security Rule is amended to remove the requirement to report unsuccessful attempts of unauthorized access, the requirement to report such unsuccessful attempts shall no longer apply as of the effective date of that amendment.

- (c) **Mitigation.** Subcontractor shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to Subcontractor of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that unless otherwise agreed in writing by the parties or required by applicable federal or state laws or regulations, such mitigation efforts by Subcontractor shall not require Subcontractor to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI; provided, further, however, that Subcontractor shall remain fully responsible for all aspects of its reporting duties to BA under Section 2.6(a) and Section 2.6(b).

- 2.7 Subcontractor's Subcontractors and Agents.** Subcontractor shall ensure that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of Subcontractor agree in writing to the same restrictions and conditions that apply to Subcontractor with respect to such PHI. To the extent that Subcontractor creates, maintains, receives or transmits EPHI on behalf of the BA, Subcontractor shall ensure that any of Subcontractor's agents or subcontractors to whom it provides PHI agree in writing to implement the safeguards required by Section 2.3 above with respect to such EPHI.
- 2.8 Access to Protected Information.** To the extent Subcontractor maintains a Designated Record Set on behalf of the BA, Subcontractor shall make Protected Information maintained by Subcontractor or its agents or subcontractors in Designated Record Sets available to BA for inspection and copying within three (3) days of a request by BA to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If Subcontractor maintains Protected Information electronically in a designated record set, Subcontractor shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. § 17935(e) and 45 U.S.C. § 164.524(c)(2).
- 2.9 Amendment of PHI.** To the extent Subcontractor maintains a Designated Record Set on behalf of BA, within three (3) days of receipt of a request from the BA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Subcontractor or its agents or subcontractors shall make PHI in a Designated Record Set available to BA so that BA may make any amendments that BA directs or agrees to in accordance with the Privacy Rule.

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- 2.10 Accounting Rights.** Within seven (7) days of notice by BA of a request for an accounting of disclosures of Protected Information, Subcontractor and its agents or Subcontractors shall make available to BA the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by BA. Subcontractor agrees to implement a process that allows for an accounting to be collected and maintained by Subcontractor and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent Subcontractor maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to Subcontractor: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Subcontractor may charge the individual or party requesting the accounting a reasonable, cost-based fee, so long as Subcontractor informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. Subcontractor shall notify BA within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section 2.10 shall survive the termination of this BAA.
- 2.11 Governmental Access to Records.** Subcontractor shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to BA and to the Secretary for purposes of determining BA's and CE's compliance with the Privacy Rule.
- 2.12 Minimum Necessary.** To the extent feasible in the performance of services under the Agreement, Subcontractor (and its agents or subcontractors) shall limit the request, use, or disclosure of an individual's PHI to the Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or to the minimum necessary amount of PHI to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, Subcontractor shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Subcontractor shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure.

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Subcontractor's obligations under this provision shall be subject to modification to comply with guidance issued by the Secretary.

- 2.13 Permissible Requests by Covered Entity.** BA shall not request Subcontractor to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by BA or Subcontractor. BA shall not direct Subcontractor to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.
- 2.14 Compliance with Privacy Rule.** To the extent that Subcontractor carries out BA's obligations under the Privacy Rule, Subcontractor shall comply with the requirements of the Privacy Rule that apply to BA in the performance of such obligations.
- 2.15 Breach Pattern or Practice by BA.** Pursuant to 42 U.S.C. § 17934(b), if Subcontractor knows of a pattern of activity or practice of BA that constitutes a material breach or violation of BA's obligations under the Agreement, this BAA, or other arrangement, Subcontractor must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, Subcontractor must terminate the applicable Agreement to which the breach and/or violation relates if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services.
- 2.16 Individuals' Right to Restrict Use and Disclosure of PHI.** As directed by BA, Subcontractor shall comply with, and shall assist BA in complying with and responding to, individuals' requests to restrict the uses and disclosures of their PHI in accordance with 45 C.F.R. §164.522.
- 2.17 Transmission of PHI Offshore.** Subcontractor shall not transmit or make PHI accessible to any Offshore recipient without BA's prior written consent. Requests for permission to send PHI Offshore must be submitted in writing to BA. The request must include details sufficient to identify the Offshore recipient, the specific PHI to be transmitted, and the purpose for which such PHI will be used or accessed by the Offshore recipient. BA reserves the right to request and, upon such request Subcontractor shall provide additional documentation and evidence of the Offshore recipient's compliance with the terms of this Agreement and privacy and data protection laws including, inter alia, HIPAA and California state laws. Subcontractor shall ensure that Offshore recipients who will be granted access to PHI have first completed HIPAA compliant privacy training. For purposes of this provision, "Offshore" shall mean outside of the United States of America and its territories. The obligations of this section are in addition to Subcontractor's obligations under Section 2.7, above.
- 2.18 Policies, Procedures and Training.** Subcontractor shall develop and implement privacy and security policies and procedures as necessary and appropriate to meet its obligations under the Agreement, this BAA, and applicable state and federal laws, including HIPAA. Subcontractor shall train its employees and workforce

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members, and ensure that its agents and subcontractors train their employees and workforce members, on such policies and procedures.

**3. Term and Termination.**

**3.1 Term.** The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by BA to Subcontractor, or created or received by Subcontractor on behalf of BA, is destroyed or returned to BA.

**3.2 Termination.**

(a) **Material Breach by Subcontractor.** Upon any material breach of this BAA by Subcontractor, BA shall provide Subcontractor with written notice of such breach and such breach shall be cured by Subcontractor within the time specified by BA. If such breach is not cured within such time period, BA may immediately terminate this BAA and the applicable Agreement; provided, however, that if BA determines cure is not possible, BA shall immediately terminate this BAA and the Agreement.

(b) **Effect of Termination.** Upon termination of any of the agreements comprising the Agreement for any reason, Subcontractor shall, if feasible, return or destroy all PHI relating to such agreements that Subcontractor or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Subcontractor shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Subcontractor.

**4. Compliance with State Law.** Nothing in this BAA shall be construed to require Subcontractor to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

**5. Amendment to Comply with Law.** Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. Subcontractor and BA shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. Subcontractor shall provide to BA satisfactory written assurance that Subcontractor will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. BA may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) Subcontractor

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does not promptly enter into negotiations to amend the Agreement or this BAA when requested by BA pursuant to this Section or (ii) Subcontractor does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that BA, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than BA, Subcontractor and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
7. **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 as follows:

**If to Subcontractor:** Fax: 951-867-3830

Organizations: Riverside County Office on Aging

Street Address: 6296 River Crest Drive, Suite K

City: Riverside

State and Zip Code: Ca. 92507

Attn: Rachelle Roman

Fax: 951-867-3830

**If to BA:** **Partners in Care Foundation**

732 Mott Street, Suite 150

San Fernando, CA 91340

Attn: Privacy Officer

Fax: 818-837-3799

**With a copy to:** Hooper, Lundy & Bookman, P.C.  
1875 Century Park East, Suite 1600  
Los Angeles, CA 90067  
Attn: David A. Hatch, Esq.  
Fax: 310-551-8181

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or to such other persons or places as either party may from time to time designate by written notice to the other.

8. **Interpretation.** The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.
9. **Entire Agreement of the Parties.** This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.
10. **Regulatory References.** A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.
11. **Counterparts.** This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

*[SIGNATURES FOLLOW]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*





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IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

**“Subcontractor”  
Riverside County Office  
on Aging  
a government agency**

**“BA”  
PARTNERS IN CARE  
FOUNDATION,  
a California non-profit corporation**

By:   
Print Name: Michele Haddock  
Title: Director

By:   
Print Name: W. June Simmons  
Title: CEO