



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: March 12, 2012
BOARD MEETING DATE: March 27, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer
San Mateo Medical Center

SUBJECT: Agreement with Innovative Healthcare Solutions, LLC

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with Innovative Healthcare Solutions, LLC to provide placement coordination for residents at the Burlingame Long Term Care facility for the term April 1, 2012 through June 30, 2013, with a maximum fiscal obligation of \$408,000; and
- B) Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

On February 14, 2012, your Board voted not to renew the County's lease at the Burlingame Long Term Care facility (BLTC), which is set to expire on June 30, 2013. Based on this decision, the Health System has been planning for the safe and appropriate relocation of all BLTC residents prior to June 30, 2013. A team of staff from across the Health System has been assembled to work on placements; but to be certain all residents are placed as close to their desired location as possible by the June 30, 2013 lease expiration date, the Health System needs to augment our placement staffing.

DISCUSSION:

The Health System is working to address all needs relating to the transition out of BLTC, including managing patient transition needs, the human resources/staffing aspects of the transition, and the logistics of closing the facility and opening additional beds at San Mateo Medical Center (SMMC), all while maintaining the high level of

quality care provided to BLTC residents. Locating appropriate placements in the County and nearby areas requires constant contact with facilities to ensure we know of openings as soon as they exist, arranging visits to prospective placements by residents and/or their representatives, managing the logistics of the transfer, and checking on the welfare of residents in new placements.

To ensure that residents continue to receive quality care while matching residents with appropriate placements, the Health System requires the assistance of an outside firm with experience in placing long-term care residents in skilled nursing facilities. Innovative Healthcare Solutions, LLC (IHS) responded to the Health System's Request For Proposals and provided the best match of services to the County's needs. IHS will provide a team on-site at BLTC to identify nearby skilled nursing facilities and other placements, facilitate visits to the facilities by residents, be in constant contact with facilities to identify openings, notify BLTC staff immediately when an opening occurs, help manage the logistics of the transfer of residents, and make post-placement visits to residents to ensure that the placement is successful.

County Counsel has reviewed and approved these Agreements and Resolution as to form. The contractor meets insurance certification requirements.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring that the transition of the residents out of BLTC runs smoothly. It is anticipated that all residents will be transferred to appropriate placements in a timely manner and 15% will be placed by June 2012. .

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Placement of BLTC residents in safe and appropriate alternative facilities.	N/A*	15%

*New measure

FISCAL IMPACT:

The term of the Agreement is April 1, 2012 through June 30, 2013. The maximum fiscal obligation is \$408,000. Funds in the amount of \$81,600 are included in the SMMC FY 2011-12 Adopted Budget. Funds in the amount of \$326,400 will be included in the SMMC FY 2012-13 Recommended Budget. The total transition costs for the move from Burlingame are anticipated to be \$9,000,000, for project duration of sixteen months.

REQUEST FOR PROPOSAL PROCESS MATRIX

1.	Where advertised	SMMC Website
2.	In addition to any advertisement, list others to whom the RFP announcement was sent	Brius, LLC HFS Consultants Innovative Healthcare Solutions, LLC Quality Healthcare Asset Management Team Rehab, Inc.
3.	Total number of RFP's sent to prospective proposers	5
4.	Number of proposals received	2
5.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Innovative Healthcare Solutions, LLC 5120 W. Goldleaf Circle #400 Los Angeles, CA 90056 Quality Healthcare Asset Management, LLC 2461 West 208th Street, Suite 100 Torrance, CA 90501

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH INNOVATIVE HEALTHCARE SOLUTIONS, LLC TO PROVIDE PLACEMENT COORDINATION FOR RESIDENTS AT THE BURLINGAME LONG TERM CARE FACILITY FOR THE TERM APRIL 1, 2012, THROUGH JUNE 30, 2013, WITH A MAXIMUM FISCAL OBLIGATION OF \$408,000; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on February 14, 2012, this Board voted not to renew the County's lease at the Burlingame Long Term Care facility (BLTC), which is set to expire on June 30, 2013, and based on this decision, the Health System has been planning for the safe and appropriate relocation of all BLTC residents prior to June 30, 2013, including by assessing each resident's needs and preferences; and

WHEREAS, San Mateo County has a relatively low number of skilled nursing beds per capita, resulting in challenges in finding safe and appropriate placements for all BLTC residents; and

WHEREAS, in order to ensure that BLTC residents continue to receive quality care while matching residents with appropriate placements, the Health System requires the assistance of an outside firm with experience in placing long-term care residents in

skilled nursing facilities; and

WHEREAS, Innovative Healthcare Solutions, LLC (IHS) responded to the Health System's Request For Proposals, offered the best match of services to the County's needs, and will provide a small team on-site at BLTC to help assess nearby skilled nursing facilities and secure placements, ensuring the easiest, safest, and most appropriate transition to residents and their families; and

WHEREAS, there has been presented to this Board for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby IHC shall provide these services for the period April 1, 2012, through June 30, 2013, for a total compensation not to exceed \$408,00 during the contract's term, and this Board has examined and approved it as to both form and content and desires to enter into the Agreement.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or

revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
INNOVATIVE HEALTHCARE SOLUTIONS, LLC**

THIS AGREEMENT, entered into this _____ day of April, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and INNOVATIVE HEALTHCARE SOLUTIONS, LLC, located at 5120 W. Goldleaf Circle #400, Los Angeles, California 90056, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing placement coordination for residents at the County's Burlingame Long Term Care facility as the County ends its operation of that facility.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." In no event shall the County's total fiscal obligation under this Agreement exceed FOUR-HUNDRED EIGHT THOUSAND DOLLARS (\$408,000.00).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2012, through June 30, 2013.

This Agreement may be terminated by Contractor, the Health System Chief, or his/her designee at any time without a requirement of good cause upon thirty (30) days' prior written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may immediately terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor if pertaining to the services provided within the contract by the Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging if pertaining to the services provided within the contract by the Contractor, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Contractor, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County is liable by reason of its own

negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- ...
- (b) Motor Vehicle Liability Insurance \$1,000,000
- ...
- (c) Professional Liability \$1,000,000
- ...

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), the facility retains all professional and administrative responsibility for services rendered under this Agreement and that this Agreement is otherwise subject to any applicable requirements of Title 22. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary

documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which

- prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this

Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

Health System Chief
Health System Administration
225 37th Avenue
San Mateo, CA 94403
Facsimile: (650) 573-2116

with a copy to

County Counsel
400 County Center, 6th Floor
Redwood City, CA 94063
Facsimile: (650) 363-4034

In the case of Contractor, to:

General Counsel
Innovative Healthcare Solutions, LLC
5120 W. Goldleaf Circle #400
Los Angeles, CA 90056
Facsimile: (323) 596-4645

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

INNOVATIVE HEALTHCARE SOLUTIONS, LLC


Contractor's Signature

Date: 3/20/12

Long Form Agreement/Business Associate
SMMC rev. 1/25/11

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

The San Mateo County Health System (the "Health System") plans on closing the Burlingame Long Term Care ("BLTC") skilled nursing facility ("SNF") operated by the Health System on or before June 30, 2013. BLTC currently provides skilled nursing care for approximately 230 residents, most of whom are Medi-Cal recipients. Contractor's primary role is to assist in securing SNF placements to support the safe transfer of BLTC residents based on each resident's needs. Contractor, under supervision of the Health System, will locate a care facility bed for up to 230 BLTC residents at an appropriate level of care (primarily SNF, but also, on request, intermediate care facility, board and care facility, or other) and facilitate the timely transfer or discharge of each resident. Determination that a resident is appropriate for placement at the SNF level will be done during the level of care assessment performed by the Health System Inter-Disciplinary Team ("IDT").

Key concepts

The following key concepts apply to all aspects of this Agreement:

- Throughout the placement process, one of the core values is that residents and families come first.
- Another key concept is that each resident will be placed in a safe and appropriate placement based on their needs.
- Placement recommendations for each resident should be based on an overall assessment of how well a placement matches the resident's medical, physical, and emotional needs, as well as the resident or representative's requests regarding geographic placement location.
- If a particular resident placement does not work, Contractor will not be penalized. The goal is to ensure each resident is appropriately placed, and that may engender some challenges with specific placements.
- Unless otherwise indicated by a resident or their representative, placement options should favor San Mateo County or the Bay Area (which includes San Mateo, Santa Clara, San Francisco, Marin, Sonoma, Napa, Solano, Contra Costa, and Alameda Counties).

Reporting and Decision Authority

Contractor will report to the BLTC Transition Team Placement Manager (Lisa Mancini, Director, Aging & Adult Services) during the duration of this Agreement.

In relation to the placement process and other obligations outlined by this Agreement, the IDT or the management of the Health System, as appropriate, is the final decision maker.

The attached flow chart reflects the County's process for assessing resident placements, and Contractor's roles in that process are outlined in more detail below.

Placement Process

The placement process will proceed as follows:

1. The IDT will conduct an assessment of each resident's needs, including appropriate level of care, resident/family/caregiver wishes, preferred region of placement, etc. Contractor will not be making the determination of level of care.
2. A referral for each resident based on the assessment will be provided to the Contractor, including all necessary information to assist with placement.
3. Based on the assessment and other information provided, Contractor will make a best effort to recommend a minimum of 3 placement options that meet the criteria and other placement criteria for considerations to Darren Bader, Social Worker Supervisor. These placement recommendations need not have current availability, but shall be options Contractor feels would work for the specific resident.
4. Darren Bader and Joan Spicer, Resource Manager, will review the recommendations and work with Contractor to make any needed revisions. The recommendations will then be provided to the resident, the resident's family, and/or the resident's representative.
5. Contractor will work with the resident, the resident's family, and/or the resident's representative to enable the resident or his/her representative to assess the recommendations. Contractor will coordinate visits to facilities and provide other information so that the recommendations can be assessed by the resident and/or representative. If possible, Contractor shall enable residents to engage in an activity in the recommended placement during a visit. Generally, BLTC staff will accompany the resident on the visit to sites within San Mateo County. For visits outside San Mateo County, Contractor will accompany the resident, although BLTC staff may choose to attend in addition to or instead of Contractor.
6. The resident or representative will then provide his or her placement preferences to Contractor or the IDT.
7. Contractor will keep a record of these preferences.
8. When a placement opens up that is a good match between a resident, a facility, and/or the resident's preferences, Contractor will recommend a placement to Darren Bader. The placement recommendation does not

need to be one from the initial list of placement options provided to the resident or representative, but it should be from the list when possible.

9. Darren Bader and/or Joan Spicer will work in real-time to make a decision about making an offer to the resident and/or representative. The Contractor will not be making a recommendation directly to the resident or representative.
10. The resident will then be given a limited amount of time—as determined by Darren Bader and/or Joan Spicer in consultation with Contractor based on how long the bed will be available—to accept or reject the placement offer. The timeframe will permit the bed to be offered to another resident without losing the bed. If necessary, Contractor will work with Darren Bader and/or Joan Spicer in offering the placement provider a financial “patch” to hold the bed for up to 3 days.
11. If the resident or representative opts to not take the offered bed, it will then be offered to another resident using the process listed above.
12. If the resident or representative opts to take the offered bed, the Contractor will work with the IDT to ensure a smooth transition.
13. Upon transfer, the obligations of the respective parties are as follows:

County:

- BLTC staff will help prepare the resident for transport, including being responsible for packing the resident's belongings, ensuring that all medical and other needs are addressed during transportation, and ensuring that the transport is scheduled and occurs.
- The County may opt to audit or participate in the steps listed as Contractor responsibilities below.

Contractor:

- Contractor will be responsible for ensuring that the transport is scheduled and occurs for placements, taking into account medical and other needs as reported by the County.
- Contractor is responsible for post-placement assessments to determine whether the placement is appropriate for the resident on the following schedule:
 - Contractor will conduct a site visit for each resident between 72 and 96 hours after the initial transport of the resident to the new facility.
 - Contractor will conduct a site visit or telephone call to check on the status of each resident 14 days after the initial transport of the resident.

- Contractor will conduct a site visit 30 days after the initial transport of the resident.
 - This schedule and the need for visits or telephone calls may be modified by the County on a case-by-case basis, and some placements may not require this level of follow-up based on participation of family or other caregivers.
 - The results of all site visits/calls will be documented by Contractor.
 - After the final resident from BLTC is placed, responsibility for all post-placement assessments shifts to the County unless the County requests assistance from Contractor.
14. If there are problems with a placement, those will be reported immediately to the IDT or its representative. The IDT will work with Contractor to resolve the placement issues and/or to provide an alternative placement.
15. If a resident is designated by the IDT for a lower level of care placement (i.e., non-SNF), the Community Team will work with the resident or representative to place the resident. However, the Community Team may opt to involve Contractor in this process as appropriate, and Contractor will work with and/or provide consultation to the Community Team on such lower level of care placements.
16. This process may be modified by the County in consultation with Contractor in order to complete placement needs pursuant to state and federal requirements.

Contractor Staffing

Contractor will staff the project as follows:

- Project Executive – Cheryl Petterson. The Project Executive's role is to oversee the overall project for Contractor and assist the Project Manager as needed. The Project Executive will also act as a liaison between the County and the Project Manager as needed.
- Operations Oversight Coordinator – Julianne Williams. The Operations Oversight Coordinator will oversee Contractor's operations and will ensure that Contractor has appropriate resources committed to the project. The Operations Oversight Coordinator will also assist the Project Manager with any operational or clinical issues.
- Project Manager – Jerry Wells. The Project Manager will be on-site, full-time to facilitate and manage the transition of residents to their new homes as provided by this Agreement.
- Social Worker – Keith Savel. The Social Worker will work with BLTC staff to aid in the transition of all residents to their new homes and any needs that might arise with families and residents.

- Business Services Consultant – Sherrie Winge. The Business Services Consultant will, as needed, aid in addressing any financial payor issues.

Contactor will not make changes to the identity of listed individuals on its team without prior notification and approval of the County. Such approval shall not be withheld by the County without good reason.

General Obligations

In addition to the obligations outlined elsewhere in this Exhibit, the parties will have the obligations outlined by this section.

County Obligations:

- During the closure process, there are various tasks that the County will be responsible for, and Contractor has no role in these areas. Those tasks include the following: planning and execution of Human Resource-related issue (BLTC staffing); assessment and management of the facilities and equipment at BLTC; other work on the BLTC facility; satisfaction of the County's obligations under the BLTC lease.
- County, through its IDT, will assess each resident's needs and work with residents and/or representatives to provide a list of preferences regarding placement.
- The County will provide on-site work space for Contractor's on-site team during the duration of the Agreement.
- County will be responsible for other aspects of the BLTC closure not outlined by this Agreement.

Contractor Obligations:

Pursuant to this Agreement, Contractor shall perform all of the following:

- Within the first two to four weeks of the engagement, Contractor will conduct an assessment of all SNFs within the County of San Mateo and other appropriate SNFs within the Bay Area. Contractor's assessment will include a determination based on available information of whether a SNF is appropriate for placement during the placement process (a SNF may be deemed not appropriate, for example, for the reason that a SNF's physical facilities or staff appear unacceptable or if the SNF is in or appears to be headed towards financial difficulty, has licensing issues, or otherwise appears to be on the verge of closure).
- Contractor will continuously survey placement options in order to ensure that it has an up-to-date inventory of available beds in San Mateo County and the Bay Area (and beyond as appropriate) to ensure timely placement of BLTC residents.
- After Contractor completes its initial assessment of SNFs and receives information from the County regarding general placement categories for

residents, Contractor will provide County with a projected project completion plan. This plan will be updated at least once every month based on placement progress.

- Contractor will have weekly meetings with the Transition Team Placement Manager.
- Contractor will report placement progress to Transition Team Placement Manager on a weekly basis, including but not limited to the following information: the total number of residents placed to date; the number of residents placed (i) in San Mateo County, (ii) in the Bay Area, or (iii) outside the Bay Area; the placement location of each resident; the number of residents who have had any post-placement issues, with a description of the issue and the plan to resolve such issues or a description of how the issue was resolved; identification of any other on-going issues, with a recommendation regarding how to resolve the issues; recommendations for continuously improving the transfer process during the course of the engagement; and any other topics requested by the County.
- Contractor will also provide a summary report at the conclusion of the project.
- Contractor's Project Manager or Social Worker will attend the discharge planning IDT meeting for each resident.
- Contractor will also develop and maintain a strong working relationship with County/BLTC care providers to facilitate the transfer or discharge of every BLTC resident.
- Contractor will develop evaluation criteria to demonstrate the success of placements to the BLTC Transition Team Placement Manager for review and approval or revision as required by County.
- Contractor will attend other IDT meetings at the request of County.
- Contractor will perform other duties as mutually agreed between the parties during the process.
- Contractor will be expected to make every effort to place each resident in San Mateo County or as close to their preference outside of the county as possible. The IDT and Contractor will make every effort to provide choice and meet the preferences of the resident and family whenever possible.
- Contractor will support the IDT by documenting the placement activities for each resident.
- Contractor will collaborate with regulatory agencies (e.g., the State Long Term Care Ombudsman's Office, State Licensing and Certification, etc.) as needed.
- If requested by the County, Contractor will help train BLTC staff (social workers, etc.) to help with the placement and transition process.

Completion of Engagement

The end of the engagement will be determined at the County's discretion after the final resident is placed and will be effective as of the date listed by the County. The County may opt to continue having Contractor provide assistance for some amount of time after the final placement.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Monthly Fee For Services

During the engagement, Contractor will be paid a flat monthly fee as outlined by this Exhibit based on the time estimates and rates listed by the following table:

<u>Title</u>	<u>Rate</u>	<u>Estimated Weekly Hours</u>	<u>Total Per Month¹</u>
Project Executive – Cheryl Petterson	\$226.00/hour	4 hours	\$3616.00
Operations Oversight Coordinator – Julianne Williams	\$294.00/hour	4 hours	\$4704.00
Project Manager – Jerry Wells	\$100.00/hour	40 hours	\$16,000.00
Social Worker – Keith Savel	\$67.00/hour	16 hours	\$4288.00
Business Services Consultant – Sherrie Winge	\$67.00/hour	n/a ²	n/a
<u>TOTAL</u>			\$28,608.00

- NOTES: 1. Contractor will invoice and be paid by month, not by week, and the amount due each month is based on a 4-week month, notwithstanding the actual number of days each month.
2. The Social Worker and Business Services Consultant hours are interchangeable but collectively will be paid at only a total of 16 hours/week.

The table above sets the base monthly payment rate for Contractor's services. Those rates are all-inclusive except for travel expenses, as outlined below. During the course of the engagement, if the County determines that the Social Worker / Business Services Consultant position is not needed (for example, if Contractor helps train BLTC staff to take over this role), then Contractor shall not bill the County for any month in which the County has completely taken over those responsibilities.

In addition, if Contractor's invoice for a given month reflects that a listed individual's monthly total hours worked are at or below 50% of the estimated amount listed in the table, Contractor shall only bill County for the actual time worked by that individual for that month.

For the final month of the engagement, the bulk of Contractor's work will be done as soon as the final resident is transferred given the County's plan to perform the

post-placement assessments for residents after that point. If the Contractor finishes the engagement during the first half of an invoice period, Contractor shall be paid only for half that month. If Contractor finishes the engagement during the second half of an invoice period, Contractor shall be paid for the entire month.

The payment rates listed above are all-inclusive of any work done by Contractor. If Contractor works more than the estimated amounts listed in the table, Contractor will not be entitled to any additional payment.

Travel

Contractor will be paid a monthly travel payment of \$5,600.00. This amount is all-inclusive of any travel, lodging, meals, gas, car rental, and any other travel-related expenses. If the Social Worker / Business Services Consultant position is eliminated as outlined above, this amount shall be reduced moving forward to \$4,800.00 per month.

If the Contractor finishes the engagement during the first half of an invoice period, Contractor shall be paid the travel payment only for half that month. If Contractor finishes the engagement during the second half of an invoice period, Contractor shall receive the payment for the entire month.

Invoices

Contractor will submit invoices in arrears each month to County for the amounts listed above and also listing the actual time worked for each individual by the hour. Invoices will be paid within 30 days of receipt of the invoice.

The engagement is considered to start on the first day Contractor's staff is on-location at BLTC. The first invoice will be sent on the first day of the month following the start date. If Contractor works four full weeks during the first month, the first month invoice shall bill for an entire month. If Contractor works fewer than four full weeks during the first month, the amount due for the first month shall be prorated based on the number of actual days worked (with 5 days = 1 week and 20 days or more = 4 weeks, so working for 8 days would result in payment of 8/20 (or 40%) of the monthly rate and 40% of the travel rate for that month). Each subsequent invoice will thereafter be sent on or near the first day of the following month. Similarly, the final invoice will cover only that portion of the final month actually worked by Contractor if Contractor works fewer than four full weeks during the final month. For the final invoice, Contractor will be paid a prorated amount for both the monthly rate and the travel rate based on the number of actual days worked from the start of the month to the end of the engagement date designated by the County pursuant to Exhibit A. The Early Completion Incentive will be paid by the County pursuant to this Exhibit after the final invoice is paid.

Early Completion Incentive

Given that residents will have a certain level of anxiety about the relocation process, the County wishes to offer an incentive payment for early completion of the engagement to ensure an orderly transition for all residents without prolonging anxiety relating to the process.

The one-time completion incentive payment will be paid on the following schedule based on the County's assessment of when the engagement is complete:

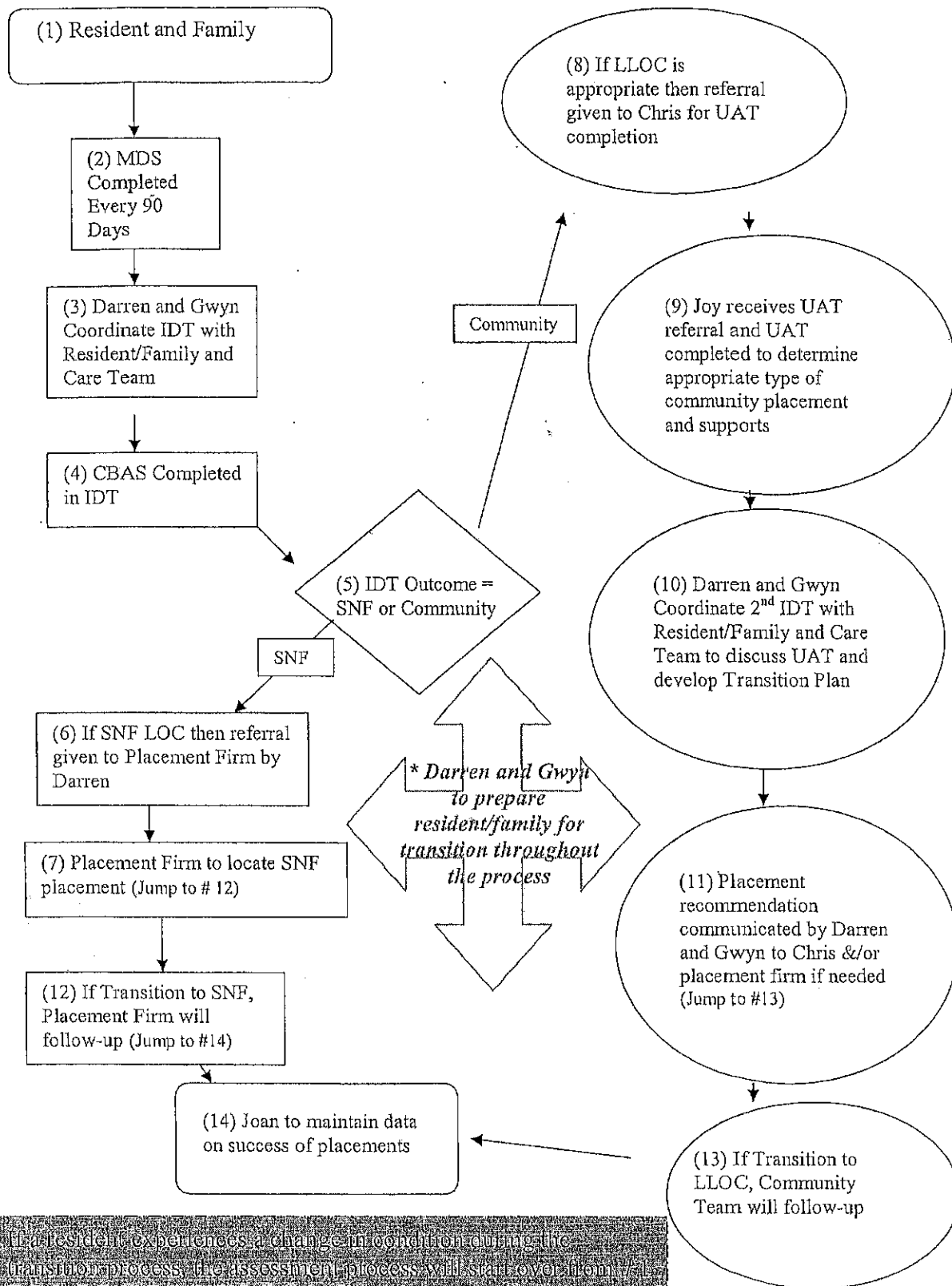
Completion on or before September 30, 2012	\$75,000.00
Completion in October 2012	\$65,000.00
Completion in November 2012	\$55,000.00
Completion in December 2012	\$40,000.00
Completion in January 2013	\$30,000.00
Completion in February 2013	\$20,000.00
Completion in March 2013	\$5,000.00

Contractor shall not race to complete the Agreement too quickly, and Contractor will modify its pace if the County determines that the pace of resident placement is occurring at the expense of resident safety or making appropriate placements.

Not To Exceed Amount

In no event shall the County's total fiscal obligation under this Agreement exceed FOUR-HUNDRED EIGHT THOUSAND DOLLARS (\$408,000.00).

BLTC Resident Transition-Assessment and Referral Process



Description of Items in the Assessment and Referral Process Diagram

1. Resident and Family

- a. A core value of the Placement Team is that during the entire transition process, Residents and Families come first.

2. MDS Completed Every 90 Days or Upon Change in Condition

- a. In compliance with BLTC regulation, an MDS is completed for each resident every 90 days. This information will be referenced to begin the transition process.

3. Darren and Gwyn Coordinate IDT with Resident/Family and Care Team

- a. SWs at BLTC will lead the coordination efforts to convene the IDT with each resident and family member.
- b. The doctor, nurse, therapist and other care team members will be included.
- c. MDS coordinator to begin CBAS using MDS data

4. CBAS Completed in IDT

- a. Building on information in the MDS and knowledge of the care team, the CBAS, a state approved assessment tool, will be completed in the IDT.
- b. The resident and family/authorized representatives will be at the core of the IDT.

5. IDT Outcome = SNF or Community

- a. A decision will be made based on assessment which includes resident/family input and stated desires whether to transition to a SNF or if a community setting is appropriate.
- b. For SNF level transition, an individualized transition plan will be created using information from the IDT discussion, CBAS and MDS.
- c. If the IDT determines that a community setting is appropriate, a referral for a UAT to be completed will be made.

6. If SNF LOC Then Referral Given to Placement Firm By Darren

- a. Darren will log referrals given to placement firm.
- b. Joan will oversee all operational issues regarding the placement firm.

7. Placement Firm to Locate SNF Placement

- a. The placement firm will locate possible SNF placements in accordance with the individual transition plan.
- b. Possible options will be forwarded to Darren.
- c. SW or Community Workers will discuss options with the resident/family.

8. If LLOC is Appropriate Then Referral Given to Chris For UAT Completion

- a. The UAT is a home- and community-based tool that will help determine functional, social and medical needs.
- b. Joy and her team will coordinate completion of the UAT. Joy is the lead for the UAT process.

9. Joy Receives UAT Referral and UAT Completed to Determine Appropriate Type of Community Placement and Supports

- a. Joy and her team of social work and nursing will complete a UAT using secondary as well as personal interview with the resident/family. Other care providers will provide input as needed.

10. Darren and Gwyn Coordinate 2nd IDT With Resident/Family and Care Team to Discuss UAT and Develop Individualized Transition Plan

- a. Following the completion of the UAT, Darren and Gwyn will coordinate another IDT with the resident/family and care team to discuss the UAT and develop an individualized transition plan.
- b. The IDT will determine which type of placement is appropriate (e.g., Board and Care, ICF, Independent with supports).

11. Placement Recommendation Communicated By Darren and Gwyn To Chris

- a. The placement recommendation will be communicated by Darren and Gwyn to Chris. Chris will serve as the point person for the Community Team and he is responsible for communicating community placement needs to Bonnie.
- b. Bonnie will assist with exploring, creating and locating appropriate community placements.
- c. Placement firm will consult as needed.

12. If Transition To SNF, Placement Firm Will Follow-Up

- a. Placement firm will contact former resident/family and report success using matrix.

13. If Transition to LLOC, Community Team will Follow-Up

- a. Community Team will contact former resident/family and report success using matrix.

14. Joan To Maintain Data on Success of Placements

- a. Placement firm and community team will report results to Joan who will maintain data for determination of success of the transition and placement.

*** Darren and Gwyn to prepare Resident/Family for Transition Throughout the Process**

- Darren and Gwyn will lead the BLTC staff to prepare the resident/family for transition.
- They will address psychological, social and financial issues that will impact transition success.
- They will have access to BLTC medical and psychological professionals as well as community resources as needed to address financial and social potential challenges.

NOTE: If a resident experiences a change in condition during the transition process, the assessment process will start over from step # 1.

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

**TO REPORT VIOLATIONS, CALL THE
COMPLIANCE HOT LINE: (800) 965-9775**

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

INNOVATIVE HEALTHCARE SOLUTIONS, LLC
Name of Person/Entity (the "Undersigned")

Cheryl Peterson / Cheryl Peterson 3/20/12
Signature and Printed Name Date

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

(rev. 8/08)

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

CHERYL PETTERSON
Name of 504 Person - Type or Print

INNOVATIVE HEALTHCARE SOLUTIONS, LLC
Name of Contractor(s) - Type or Print

5120 W. GOLDLEAF CIRCLE #400
Street Address or P.O. Box

LOS ANGELES, CA 90056
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Cheryl Peterson
Signature

VICE PRESIDENT, CAMS
Title of Authorized Official

3/20/12
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."