

AGREEMENT

THIS AGREEMENT is entered into as of _____, between the **COUNTY OF TULARE**, referred to as **COUNTY**, and **CRESTWOOD BEHAVIORAL HEALTH, INC.**, a California Corporation, referred to as **CONTRACTOR**, with reference to the following:

A. **COUNTY** wishes to retain the services of **CONTRACTOR** for the purpose of providing skilled nursing mental health rehabilitation services to the Tulare County residents who are severely and persistently mentally and will benefit from organized therapeutic activities that promote daily living and social skills; and

B. **CONTRACTOR** has the experience and qualifications to provide the services **COUNTY** requires pertaining to the **COUNTY'S** Mental Health Program; and

C. **CONTRACTOR** is willing to enter into this Agreement with **COUNTY** upon the terms and conditions set forth herein.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of July 1, 2011 and shall expire at 11:59 PM on June 30, 2012 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**

3. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B, B-1, and B-2.**

4. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that **CONTRACTOR** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the **CONTRACTOR** or any of its agents, employees or officers as an agent, employee or officer of **COUNTY**.

(b) **CONTRACTOR** agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of **COUNTY**. Subject to any performance criteria contained in this Agreement, **CONTRACTOR** shall be solely

responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

7. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records

for a period of five (5) years from the date of final payment under this Agreement.

8. CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

9. INSURANCE: Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the submitting department evidence of the required insurance as set forth in **EXHIBIT C** attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

10. INDEMNIFICATION: CONTRACTOR shall each hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DB-542, when applicable.

COUNTY shall hold harmless, defend and indemnify CONTRACTOR, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including CONTRACTOR property, arising from, or in connection with, the performance by COUNTY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against CONTRACTOR by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against CONTRACTOR alleging civil rights violations by COUNTY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act).

This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. TERMINATION:

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter

related in any way to COUNTY'S retention of CONTRACTOR, or

- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR'S scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

13. **NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

Fax No.: 559-737-4572

Phone No.: 559-624-7445

CONTRACTOR:

TRESTWOOD BEHAVIORAL HEALTH, INC

520 Capitol Mall, Suite 800

Sacramento, CA 95814

Fax No.: _____

Phone No.: (916) 471-2242

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

14. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

15. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If

mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

16. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

17. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

18. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

19. **TO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

20. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of other performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

21. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

23. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

24. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(i) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

25. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**

(i) CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT D** attached hereto.

(ii) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further unauthorized disclosures to those purposes that make the return or destruction of the information feasible.

(iii) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____ BY _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 6/1/11 By: _____
TITLE: President

Date: 6/1/11 By: _____
TITLE: Contractor

California's Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president, or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: J Mendez
Deputy (2011055)

Date: 06/07/11

CRESTWOOD BEHAVIORAL HEALTH, INC.
EXHIBIT A
SCOPE OF SERVICES - BASIC
FISCAL YEAR 2011-2012

1. PROGRAM OBJECTIVES

- a. An increase in discharge G.A.F. over admission G.A.F.

It is expected that clients admitted to CONTRACTOR's facilities will have displayed a decrease in their ability to function, which has necessitated placement. This would be documented by a specific rating on the G.A.F. Since a discharge to a less restrictive placement would indicate a higher level of functioning, discharge residents would be expected to have a higher rating on the G.A.F. at discharge than on admission. This performance objective is that 60% of all discharges will have a 20-point increase in the discharge G.A.F. over admission G.A.F.

- b. Discharges to Less Restrictive Settings

Since the goal of the S.T.P. is to help achieve a greater degree of functioning in a less restrictive environment, this performance objective is that at least 60% of discharges will be to a less restrictive setting.

- c. Reduction in County's Utilization of State Hospital Days

CONTRACTOR has been requested to help each county reduce their state hospital days. This performance objective is that no more than 15% of discharges will be to a more restrictive setting.

- d. Patients to receive an average of 35 hours of S.T.P. per week

Regulation requires that S.T.P. clients receive 27 hours of program. The special patch money is to provide additional treatment hours over the required amount. Their performance objective is that clients receiving mental health patch funding shall receive an average of 35 hours of S.T.P. on a weekly basis.

2. PATIENT REFERRAL AND ELIGIBILITY FOR SERVICES

- a. Patient Referrals

It is contemplated that CONTRACTOR will serve male and female patients who display moderate to severe impairment of adaptive functioning, and who required supervised care in a locked setting. All referrals to CONTRACTOR for augmented skilled nursing services will be made solely by the Director of Mental Health or his/her authorized designees, with the consent of the L.P.S. Conservator when appropriate.

CRESTWOOD BEHAVIORAL HEALTH, INC.
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b. Patient Criteria

Patients may range in age from 18 to 65, but exception will be made when placement in our program is considered the only appropriate alternative. While voluntary admissions will be accepted, preference will be given to L.P.S. Conservatees. Patients will be ambulatory and shall be able to provide self-care for ADL's, although some supervision may be required.

c. Financial Eligibility

Financial eligibility will be determined prior to admission using the Uniform Method of Determining Ability to Pay (UMDAP). Since all of our patients are current users of the Mental Health System, we expect that financial information is readily available. All patients will have current Medi-Cal cards and numbers available.

3. PROBLEMS ANTICIPATED TO BE TREATED

- a. Bizarre behaviors, gestures or actions, which preclude acceptability outside a locked setting.
- b. Hostile verbalization or physically aggressive actions directed toward others, which could result in injury.
- c. Psychological instabilities such that period of remission as well as periods of psychosis or confusion are so transient or unpredictable that they endanger the patient if placed outside a secure setting.
- d. Behavioral that occasionally presents a risk to destruction of property.
- e. Patients that consistently refuse medication and other treatment at a lower level of care.
- f. Chronic disorientation or disinterest in the immediate environment to the extent that the patient is unable to recognize and avoid dangerous or life-threatening situations, or is so unmotivated that he is unwilling to care for himself.
- g. Patients who suffer from organic brain syndrome.
- h. Patients who are suicidal risk.

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- i. Patients who are at risk to leaving the facility without their conservator's approval.
- j. Patients who have substance abuse programs.

4. PATIENT SCREENING

Patient screening will be performed by the admissions committee for CONTRACTOR. The admission committee may review a prospective patient by means of any or all of the following procedures:

- a. Review of applicable case histories
- b. Examination of current medical/treatment records
- c. Request and review of applicable special medical conditions not treatable at CONTRACTOR's facilities
- d. Interviews with prospective patient and family members as indicated
- e. On-site review of the patient when case histories are inadequate or current behaviors are questionable.

5. PATIENT ASSESSMENT, CASE PLANNING, AND INDIVIDUAL PROGRAMS

- a. Upon admission, the Clinical Director of the program interviews the patient and places him/her in a group.

Changes in the patient's treatment group are determined by the clinical director. There are five (5) treatment groups distinguished by functional level.

The group leader completes orientation and monitors the patient's adjustment to the facility.

Patients who are admitted to this program typically have had a diagnostic work-up prior to admission. An attending psychiatric will be assigned upon admission as well as a medical doctor and psychologist. The facility psychiatrist interviews the patient and completes a psychiatric evaluation within 72 hours of admission. The medical doctor completes a physical exam. Psychological treating will be done by the psychologist, each patient will have a current DSM IV diagnosis with a five Axes.

CRESTWOOD BEHAVIORAL HEALTH, INC.

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b. Case Planning

Within five days of admission a case conference will be held to formulate an individual treatment plan. The treatment plan (patient care plan) will be based upon:

1. The assessment done by the psychiatrist and medical doctor
2. The testing done by the psychologist
3. The assessment done by the clinical director of the program
4. The nursing assessment done by the psychiatric R.N.
5. Additional assessments done by dietary supervisor and involved agencies when needed.

c. Individual Treatment Plan

Individual patients are expected to participate in the team meetings, as they are able. All treatment plans developed must be reviewed and approved by the attending psychiatrist. The Interdisciplinary Team shall be responsible for at least all of the following:

1. Specifying signification medical, nursing or nutritional needs, including laboratory work as necessary, requiring routing attention as part of the treatment program.
2. Identifying specific behavioral problems which currently prevent the individual from living in a lower level of care including: self-care skills, behavioral control, social skills, and community skills.
3. Specifying useful behavioral objectives for each identified problem. (Objectives shall be specific measurable, and time limited, and purpose acceptable alternative behaviors or signification subskills).
4. Developing clear and effective program plans intended to ensure the accomplishment of the objectives and the resolution of the problems.
5. Preparing a preliminary discharge plan for following the recommendations of the attending psychiatrist.
6. Performing a quarterly review of program progress and discharge plans.

6. OTHER SERVICES AVAILABLE

Narcotics Anonymous Meetings and Alcoholics Anonymous Meetings in the facility and community, Group Outings, Monthly Family Meetings with a L.C.S.W., Religious Services, Individual counseling with a vocational rehabilitation specialist as indicated, Adult Education Classes, Responsibility Therapy.

CRESTWOOD BEHAVIORAL HEALTH, INC.

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7. DISCHARGE AND CASE CLOSURE POLICIES AND PROCEDURES

The discharge of patients is determined by the Interdisciplinary Team in conjunction with Tulare County Mental Health Placement Unit and Public Guardian's Office when discharge is recommended. The Placement Unit will work closely with the County Conservator's Office. Since most patients are placed involuntarily, coordination with this agency is essential. Although individuals admitted voluntarily will be free to leave the program when they wish, their discharge will be coordinated whenever possible with appropriate parties.

A plan is prepared for all patients at the time of discharge. The discharge plan includes an assessment of unresolved problems and specific recommendations for needed services following discharge. The discharge plan also includes the final DSM IV diagnosis. In addition, CONTRACTOR will supply the necessary transfer forms to accompany the patient. The COUNTY will expedite placement when a written recommendation for discharge has been made by CONTRACTOR.

8. COMMUNITY PARTICIPATION

a. Patient Government

CONTRACTOR presently sponsors a patient government which provides consumer advisory input to our program. In addition, we will meet with the Tulare County Mental Health Board and the boards of various community agencies as needed. These activities will serve to explain our program, report on problems we encounter, and to solicit services for our patients.

b. Volunteers

At the present time, CONTRACTOR has one volunteer working with the Chemical Dependency Program. We expect in the near future to increase this number.

9. COST REPORTING/DATA COLLECTION (CR/CD) CATEGORIES

- a. Program Type: Regular Short-Doyle (01)**
- b. Program: Treatment (03)**
- c. Mode of Service: Day Services (10)**
- d. Service Function: SNF Augmentation (60-69)**
- e. Statistical Unit of Service: Patient Day**
- f. Provider Category: Skilled Nursing Facility**

10. QUALITY ASSURANCE

CONTRACTOR shall develop and implement a quality assurance plan for all Medi-Cal clients, including utilization review, interdisciplinary peer review, and medication

CRESTWOOD BEHAVIORAL HEALTH, INC.

EXHIBIT A

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monitoring in accordance with applicable sections of the Welfare and Institutions Code, State Department of Mental Health Letters and Memos, and County Mental Health quality assurance policies and procedures. A copy of the plan shall be submitted to Tulare County Health & Human Services Agency/Department of Mental Health for approval prior to submission of any claims for payment of services specified in this Agreement.

11. CLINICAL REVIEW AND PROGRAM EVALUATION

The Director of Mental Health, or his/her designee, shall have the right, without prior notice, to monitor the kind, quality, appropriateness, timeliness, and amount of services and the criteria for determining the persons to be served. This right shall include the right to review staffing patterns, staff schedules, hours worked and all records pertinent to the provision of the services under this Agreement.

12. PATIENTS' RIGHTS

- a. CONTRACTOR shall give the patients' notice of their rights pursuant to and in compliance with California Welfare and Institutions Code section 5325 and California Code of Regulations, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients' rights, as well as the complaint process.
- b. CONTRACTOR shall observe all rights listed in Welfare and Institutions Code section 5325 and California Code of Regulations, Title 9, Chapter 1, Subchapter 4, Article 6. Good cause for denial of rights set forth in Welfare and Institutions Code section 5325 shall be in accordance with the provisions set forth in California Code of Regulations; Title 9, Sections 865, 865.1, 865.2, 865.3, 865.4, and 865.5.
- c. CONTRACTOR shall observe all rights listed in Welfare and Institutions Code 5325.1 which cannot be denied for any reason.
- d. CONTRACTOR shall report any denial of right, as required by law to the Patients' Advocate of the Appropriate Local County and cooperate and assist the Patients' Advocate in investigating any allegations of denial of rights or any other activity, to ensure patients' rights, as the Advocate deems appropriate.
- e. CONTRACTOR shall provide treatment services which promote the potential of the patient to function independently, and in the least restrictive manner

CRESTWOOD BEHAVIORAL HEALTH, INC.

EXHIBIT A

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and also in a manner which is free from harm, including unnecessary or excessive physical restraint, isolation, medication, abuse, or neglect.

- f. CONTRACTOR shall ensure the right to treatment by providing an individualized treatment plan, which specifies the goals of the treatment, and

the criteria by which the goals can be evaluated and ultimately accomplished. The goals of the treatment plan shall be the equivalent to reducing or eliminating the behavioral manifestation of grave disability. When the progress review determines that the goals have been reached and the person may be placed at a lower level of care, or is no longer gravely disabled, the CONTRACTOR will facilitate the provision of necessary documentation other activities that will expedite the process of placing the individual in a less restrictive setting and/or removal of Conservatorship as consistent with Welfare and Institutions Code sections 5352.6 and 5325.1(a).

13. TRAINING PROGRAM COORDINATOR

CONTRACTOR will maintain active in service and other training programs as stipulated in Title 22 of the California Code of Regulations, other appropriate regulations, and as otherwise required.

14. CONTRACTOR STAFF

During the term of this Agreement, CONTRACTOR shall provide and maintain sufficient qualified employees, agents, and personnel to perform its duties and obligations hereunder.

15. REFERRALS

Referrals to CONTRACTOR for provision of services may be made by any provider designated by the Director of Mental Health. COUNTY shall not be responsible for cost of any services, which are not made pursuant to a referral as set forth in this paragraph.

16. DISPUTES

Any dispute arising on admission of an individual patient shall be resolved between the Director of Mental Health and the Administrator of CONTRACTOR, or their respective designees, and with the safety of all patients taken into consideration.

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SCOPE OF SERVICES - BASIC
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17. CLIENT MONITORING

COUNTY and CONTRACTOR recognize that in order to maintain close coordination of services that frequent, in person contacts between the assigned case manager and CONTRACTOR's staff is vital.

- a. The purpose of the contracts will be to:
 - 1. Assure that the treatment plan clearly addresses the reason why the client requires extended placement in CONTRACTOR's facility.
 - 2. Monitor the client's participation to assure the client is making the fullest use of the program provided.
 - 3. Monitor the client's progress to assure that appropriate discharge plans are made and completed on a timely basis.
- b. To facilitate close coordination of services, COUNTY agrees to:
 - 1. Provide an assigned case manager to make visits to CONTRACTOR's facility to review the client's progress, assist in the treatment planning process, and to monitor the client's participation in the program.
 - 2. Assure that case manager has access to necessary COUNTY resources to facilitate the client's care and to accomplish discharge plans.
 - 3. Move clients in a timely fashion when a written discharge request is delivered.
 - 4. Regularly contact CONTRACTOR's designee to receive information on progress between case manager visits.
 - 5. Contact CONTRACTOR's intake coordinator regarding any potential admission to the facility.
- c. To facilitate close coordination of services, CONTRACTOR agrees to:
 - 1. Assure, to the extent possible, the availability of appropriate program staff to meet with the case manager during facility visits.
 - 2. Prepare written discharge requests that include a statement of the client's current condition, a statement of recommended level of care, a list of current medications, and a statement of the client's continuing treatment needs and deliver these to COUNTY promptly so discharge arrangements can be made in a timely fashion.

18. REPORTS

- a. CONTRACTOR shall provide COUNTY, to the satisfaction of the Director of Mental Health, monthly reports of the units of services performed.

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- b. CONTRACTOR shall prepare a revenue collection report which shall reflect all revenue collected by CONTRACTOR from COUNTY on a monthly basis and such report shall be forwarded to COUNTY with the monthly billings.
- c. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
- d. CONTRACTOR shall, without additional compensation, make further fiscal, program evaluation and progress reports as required by Director of Mental Health or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall provide and explain reporting instructions and formats.

19. CONTRACTOR RESPONSIBILITIES IN PROVIDING MENTAL HEALTH SERVICES

CONTRACTOR further agrees:

- a. To furnish all personnel, facilities, insurance, equipment and administrative services as reasonably necessary to competently and professionally conduct the mental health services and programs provided for by this Agreement.
- b. To provide the COUNTY, in satisfaction of Section 621 of Title 9 of the California Code of Regulations, with the services of a psychiatrist with the qualifications set forth in Section 623 of that Code, who shall have the duties and responsibilities set forth in Section 522 of the Code.
- c. To comply with those provisions of Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Health policies and regulations, and interagency agreements to which COUNTY and CONTRACTOR are parties, all of which are hereby incorporated by this reference.

**CRESTWOOD BEHAVIORAL
EXHIBIT B
COMPENSATION - BASIC
FISCAL YEAR 2011-2012**

COMPENSATION

- A. COUNTY agrees to compensate CONTRACTOR at the daily rates attached in Exhibit B-1 for each day that each authorized County client is in CONTRACTOR's facility. These daily rates times the number of days utilized by clients in the program, will determine the reimbursement to CONTRACTOR to the maximum compensation of **ONE MILLION ONE HUNDRED SIXTY THOUSAND DOLLARS (\$1,160,000.00)**. Said daily rate may be changed by amendment to this Agreement.
- B. CONTRACTOR shall submit an invoice for services provided within ten (10) days after the close of the month. Invoice shall contain adequate detail of services provided which will include a list of the approved clients in the facility, with all provider services rendered. Payment will be processed upon receipt of all necessary information.
- C. CONTRACTOR will be solely financially responsible for clients over the age of 65 that are placed in one of CONTRACTOR's facilities for basic services.
- D. In the even CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected. COUNTY will not fund services that have not been approved in advance by the Director of Mental Health.

FEES

CONTRACTOR, with input from various sources, include the State and County, will determine the cost of services and will use this information to formulate the daily rate cost. COUNTY and CONTRACTOR mutually agree to follow all established regulations regarding this funding.

INVOICING

CONTRACTOR understands that COUNTY will only pay for services actually rendered on a monthly basis. CONTRACTOR understands that COUNTY cannot make payment until all services are actually rendered and an invoice is submitted at the end of each monthly billing cycle. At the close of a monthly billing cycle, an invoice shall be submitted within ten working days.

**CRESTWOOD BEHAVIORAL
EXHIBIT B
COMPENSATION - BASIC
FISCAL YEAR 2011-2012**

By the tenth (10) working day of each month, CONTRACTOR shall submit a monthly invoice to:

Tulare County Health & Human Services Agency
Department of Mental Health
Attn: Billing
3300 S. Fairway
Visalia, CA 93277

Invoices shall be in the format approved by the Tulare County Health & Human Services Agency, Director of Mental Health. All payments made under this agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the County's payment cycle. Neither COUNTY nor the patient shall be responsible for billings which represent services rendered, if billings are presented more than sixty (60) days after the patient discharge date.

Exhibit B-1

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2011

03/29/2011

TOTAL WITH ENHANCED SERVICES

IMD 18-64

	BASIC	ENHANCED	TOTAL
VALLEJO (37 BED)	164.09	17.00	181.09
	164.09	30.00	194.09
	164.09	50.00	214.09
	164.09	80.00	244.09
REDDING GTC	164.09	10.00	174.09
	164.09	20.00	184.09
	164.09	40.00	204.09
	164.09	50.00	214.09
NON IMD 18-64			
STOCKTON	0	25.00	25.00
	0	27.00	27.00
		30.00	30.00
		50.00	50.00
		75.00	75.00
SUB ACUTE	NEGOTIABLE		
	164.09	14.00	178.09
MODESTO	0.00	25.00	25.00
		27.00	27.00
		50.00	50.00
		75.00	75.00
SUB ACUTE	NEGOTIABLE		
	164.09	14.00	178.09
FREMONT GTC	190.23	118.00	308.23
NEURO-BEHAV		118.00	118.00
CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT	0.00	28.00	28.00
	0.00	50.00	50.00
		80.00	80.00
		118.00	118.00

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	174.00
	SUB ACUTE	211.00
SAN JOSE		208.00
	PREGNANT	217.00
VALLEJO	LEVEL 1	257.00
	LEVEL 2	219.00
	LEVEL 3	194.00
	LEVEL 4	182.00
ANGWIN	LEVEL 1	249.00
	LEVEL 2	199.00
	LEVEL 3	162.00
BAKERSFIELD	LEVEL 1	211.00
	LEVEL 2	467.00
EUREKA		220.00

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	700.00
SAN JOSE	850.00
INDIGENT	950.00
KERN	750.00
KERN 2	850.00
FRESNO	
AMERICAN RIVER	700.00

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA) DAY TREATMENT	120.00
RCFE	88.00
OUR HOUSE	100.00
BRIDGE(KERN)	160.00
AMERICAN RIVER RESIDENTIAL	89.00
PLEASANT HILL BRIDGE	100.00
PLEASANT HILL PATHWAYS	155.00
FRESNO	160.00
VALLEJO RCFE	100.00
DREAM HOUSE(FRUITRIDGE)	140.00

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
VALLEJO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
MODESTO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
REDDING GTC	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	20.00	20.00
	28.00	28.00
	50.00	50.00

HELIOS HEALTHCARE, LLC
07/01/1910

	ENHANCED	TOTAL
IDYLWOOD CARE CTR		
NEURO-BEHAV- LOCKED	118.00	118.00
	143.00	143.00
CONVERSION(REQUIRES PRIV ROOM)		257.34

CRESTWOOD BEHAVIORAL HEALTH, INC
EXHIBIT B-2
BASIC
FISCAL YEAR 2011-2012

A. ANNUAL COST REPORT

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each County fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extensions of time to file the cost report at any later date must be approved in writing by the Director of Mental Health, Deputy Director – Managed Care, or Deputy Director – Fiscal Services. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate fiscal year forms supplied by the California Department of Mental Health. The annual cost report shall not be used for the year-end settlement of the cost of services provided under this fixed rate Agreement.

B. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS

CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by the CONTRACTOR, its agents, officers, employees, or subcontractors of the programs or services provided under this Agreement, shall be paid by CONTRACTOR, out of its own funds, rather than by COUNTY, within thirty (30) days after the parties are notified that repayment or reimbursement is currently due. Offsets made by the State are included within the phrase "repayment or reimbursement."

C. EXCEPTIONS TO REPAYMENT OR REIMBURSEMENT

The reimbursement provisions set forth above will not be applicable if any action or direction by COUNTY with regard to the program is the principal reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal, and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal at its discretion. Any action or failure to act by CONTRACTOR, or by its agents, officers, employees, or subcontractors, including a failure to make diligent effort to resolve an audit exception with the State, which has resulted in a required repayment or reimbursement to the State or others, shall be paid by CONTRACTOR in accordance with this Exhibit.

Exhibit "C"
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance have to meet the following requirements:
 - a. *Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.*
 - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
 - c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*
2. The Certificate of Insurance for Workers Compensation, should include the following:
 - a. *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability by endorsement to the policy.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

CERTIFICATE OF INSURANCE

ISSUE DATE:

8/25/2010

PRODUCER:

WELLS FARGO INSURANCE SERVICES USA, INC.
45 FREMONT STREET, SUITE 800
SAN FRANCISCO, CALIFORNIA 94105 415-541-7900
CA DOI LICENSE #0D08408

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER OTHER COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Great American Insurance Company
COMPANY LETTER B	

INSURED:

Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800
Sacramento, CA 95814

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COVERAGES AND LIMITS

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	DESCRIPTION	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMM. GENERAL LIAB. <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACT'S PROT				GENERAL AGGREGATE PROD-COMP/OP AGG. PERS & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (One Fire) MEDICAL EXPENSE (One Person)	\$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	CAP 1669969	09/01/10	09/01/11	COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE	\$ 1,000,000
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	EXC 1669970	09/01/10	09/01/11	EACH OCCURRENCE AGGREGATE	\$ 1,000,000
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Excess Automobile Liability			<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE	\$ \$ \$
	OTHER INSURANCE					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE SOLE NEGLIGENCE OF THE NAMED INSURED

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DIRECTOR OF MENTAL HEALTH COUNTY OF
TULARE
3300 SO. FAIRWAY STREET
VISALIA, CA 93277

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

Kate Thompson

Exhibit "D"
HIPAA REQUIREMENT

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

B. Obligations and Activities of CONTRACTOR

1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
3. 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.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. 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. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested 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 45 CFR 164.524

6. CONTRATOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR'S and/or COUNTY'S compliance with the Privacy Rule.
8. 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 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)

4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

- F. Permissible Requests by COUNTY: Except as otherwise provided herein, 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

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement 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 of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.