

## **AGREEMENT**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, referred to as COUNTY, and **AURORA VISTA DEL MAR HOSPITAL**, 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 Short Term, Inpatient Psychiatric services to COUNTY's Mental Health Program; 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, 2012 and shall expire at 11:59 PM on June 30, 2013 unless otherwise terminated as provided in this Agreement.

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

3. **PAYMENT FOR SERVICES:** See attached **EXHIBITS B and B-1.**

### **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 to 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 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 death or injury to any person and/or damage to property, 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 DE-542, when applicable. 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. **FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

14. **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:**

Aurora Vista Del Mar Hospital

801 Seneca Street

Ventura, CA. 93001

**Fax No.: (805) 653-1367**

**Phone No.: (805) 653-6434**

(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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **NO 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.

21. **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 either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

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

23. **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.

24. **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.

25. **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.

(a) 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.

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

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

(b) 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 uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) 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

**AURORA VISTA DEL MAR HOSPITAL**

Date: 5/3/2012 By [Signature]  
TITLE CEO

Date: 5/3/12 By [Signature]  
TITLE CEO

Corporations 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 \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**AURORA VISTA DEL MAR**  
**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FISCAL YEAR 2012-2013**

**CONTRACTOR agrees:**

- A. To provide an environment conducive to the treatment of all mentally disabled persons except those excluded herein. This shall include, but is not limited to, adequate room, patient bed space, individual storage for patient use, telephone service, access to the patient's rights advocate and to family members and visitors.
- B. To have written admission and employment practices and policies in conformance with State and Federal laws and regulations pertaining to equal access to services and non-discrimination/equal opportunity in Assurances attached to the herein Agreement and made a part thereof.
- C. To protect the confidentiality of patients in conformance with, but not limited to, State Welfare & Institutions Code § 5328, 45 Code of Federal Regulations § 205.50 and California Civic Code 56 et seq, protect the rights of individuals admitted for service in conformance with, but not limited to, Welfare & Institutions Code § 5325, especially with regard to the administration of psychotropic, provision of electro convulsive therapy and use of seclusion.
- D. The decision to admit is solely that of the CONTRACTOR. However, where admission is granted, CONTRACTOR is to provide for those individuals referred by designated County staff members (a list of whom shall be provided CONTRACTOR) twenty-four (24) hours a day hospitalization for up to seventy-two (72) hour(s) of involuntary treatment and evaluation, and for additional involuntary treatment as agreed (pursuant to the Welfare & Institutions Code, § 5150 et seq.), as well as treatment to which patient consent, or representative consent, where legally necessary, has been obtained. Treatment services shall include intake, assessment, counseling, activities, room, board, security, and such medical care as are directly incident to the provision of psychiatric services (e.g., pharmacy services; imaging services, not including cat-scans, laboratory services necessary for the prescription and administration of medications, and the actual medications). County shall use its best efforts to provide CONTRACTOR with such information as is reasonably necessary to aid CONTRACTOR in treating patients.

Medical and/or surgical treatments of a non-emergency nature and/or not directly supportive of psychiatric care shall not be governed by this Agreement. County designated staff shall, however, aid CONTRACTOR in understanding the process of such billings.

**AURORA VISTA DEL MAR**

**EXHIBIT A**

**SCOPE OF SERVICES**

**FISCAL YEAR 2012-2013**

- E. To maintain the continuing appropriateness of such admissions through such process as are required by law such as, but not limited to, hearings pursuant to Welfare & Institutions Code § 5256, and habeas corpus hearings.
- F. Where, in this Agreement, consultation with designated County staff on such matters as admission, treatment or provision of other services is indicated. Contractor's Medical Director or designee shall make reasonable efforts to so consult prior to delivery of services. However, where immediately indicated, such services shall be provided or caused to be provided by the Medical Director or designee without such consultation but notification of admission will be made to the COUNTY within 24 hours, pursuant to California Code of Regulations, Title 9, Chapter 11, Section 1820.225. After notification of admission, COUNTY will perform concurrent review for assessment of medical necessity. Review will be in person or by phone at the COUNTY's discretion.
- G. To provide COUNTY with copies of, and/or data from, pertinent portions of the patient's record immediately on discharge (not Jiffy form) and in a timely manner a typed discharge summary; and to provide records of cost and/or other such data as may be required by COUNTY for the preparation of the patient for post-hospitalization placement; and/or preparation of required reports. COUNTY staff shall be permitted to attend treatment team meetings and/or necessary information shall be written on a separate colored sheet of paper and inserted into the file for others to review but which does not become part of the medical record. CONTRACTOR to notify COUNTY of all Medi-Cal denials as these become known to CONTRACTOR.
- H. To perform physical examinations as soon as possible but no later than twenty-four (24) hours after admission.
- I. To provide for patients, as clinically indicated, with non-psychiatric related medical services such as, but not limited to, laboratory service, radiology service, E.E.G.'s, and pharmacy service. Such services may be provided through independent contractors, but, if so done, CONTRACTOR shall remain responsible for the selection of such subcontractors and the work thereof.

Where special medical, surgical, or other additional services are deemed appropriate the authorization of COUNTY shall be obtained. Notification shall be given COUNTY if patient is moved off the psychiatric ward, or is the subject of, or has committed any unusual incident.

CONTRACTOR, through its Medical Director or designee, shall use its best efforts to secure a physician as an independent contractor to provide such services. Each physician so provided shall be a member to the Medical Staff of Contractor.

**AURORA VISTA DEL MAR**  
**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FISCAL YEAR 2012-2013**

Between 8:00 a.m. and 5:00 p.m. each weekday, CONTRACTOR's staff shall obtain authorization for medical consultation or special procedures from COUNTY designated staff. Between 5:00 p.m. and 8:00 a.m. on weekdays and on weekends and holidays CONTRACTOR's staff shall obtain such authorization from the COUNTY's Administrative Officer of Day through the COUNTY's 24-hour Crisis Team. In emergencies, CONTRACTOR's staff may proceed with consultation and special procedures with COUNTY authorization, but shall inform COUNTY of such actions within 24 hours of admission.

- J. Any patient who, in the judgment of Contractor's Medical Director or designee (in consultation with COUNTY designated staff when such is possible), is of such a nature (e.g. violent) that patient cannot be securely treated by CONTRACTOR, shall be transferred by COUNTY to a more appropriate setting with the aid of CONTRACTOR, as indicated. Contractors Medical Director or designee, may also request the aid of a guard in securing or transferring patient. COUNTY shall be given sufficient notice to make alternative arrangements. This process shall also apply as per written policies, to individuals transferred from jail who are declared likely escape risks, or who have felony individuals transferred from jail who are declared likely escape risks, or who have felony charges of a violent nature pending, and to any individual with a projected length of stay that may affect CONTRACTOR's facility license or accreditation (e.g., children or adolescents). Further CONTRACTOR avers no one involuntarily detained pursuant to a police hold or Welfare & Institutions Code § 5150 shall be given a pass to leave unit.
- K. COUNTY shall participate in the planning of CONTRACTOR's services to COUNTY's patients. COUNTY staff shall also participate with CONTRACTOR's staff in making discharge plans of patients residing in County. However, final responsibility for the planning, implementation, and termination of patient's services remains with the CONTRACTOR.

In the event a COUNTY patient has remained hospitalized for five (5) or more days (excluding weekends and legal holidays) COUNTY staff will become actively involved (e.g., shall directly participate in the utilization review function with the scheduling of a treatment conference involving a COUNTY designated staff person or designee and the Corporate Medical Director for Behavioral Medical Services or designee) with CONTRACTOR's staff in making discharge determination/decisions. (This includes both Short-Doyle and Medi-Cal patients).

- L. To treat adolescents and children in legally approved settings and clinically apt settings (e.g., where the majority of all patients carry psychiatric diagnoses).

**AURORA VISTA DEL MAR**

**EXHIBIT A**

**SCOPE OF SERVICES**

**FISCAL YEAR 2012-2013**

- M. CONTRACTOR recognizes that COUNTY cannot guarantee the number of individuals referred, Conversely, COUNTY recognizes that CONTRACTOR cannot guarantee the availability of inpatient services at all times, and:
- a. CONTRACTOR and COUNTY agree that additional services not specified in this Agreement and may be requested and provided upon the written agreement of both parties.
  - b. In case of emergency medical needs, written authorization will be obtained as soon as possible, following provision of emergency needs.
- N. 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 qualification 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 reference.
- O. CONTRACTOR shall provide COUNTY, to the satisfaction of the Assistance Agency Director, monthly reports of the units of services performed.
- P. 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.
- Q. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
- R. 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 instruction and formats.

**AURORA VISTA DEL MAR**  
**EXHIBIT B**  
**COMPENSATION**  
**FISCAL YEAR 2012-2013**

- A. Payment shall be made by voucher on a monthly basis following CONTRACTOR's presentation of detailed billings to COUNTY. No payment shall be due CONTRACTOR absent the presentation of such billings. COUNTY shall pay CONTRACTOR thirty (30) days after receipt of CONTRACTOR billings. The maximum reimbursement for fiscal year 2012-2013 shall not exceed **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)**. Neither the COUNTY nor the patient shall be responsible for billings, which represent services rendered (as described in item B below) if billings are presented more than sixty (60) days after patient discharge date. COUNTY shall use its best efforts to provide CONTRACTOR with such information as is reasonably necessary to aid CONTRACTOR in billing. As to particular categories of billings, the following pertain:
- B. For CONTRACTOR's patients determined to be "county funded only," i.e., without any other financial resources for the provision of inpatient psychiatric services, COUNTY shall be financially responsible solely for the daily rate. The daily rate included in this contract is considered to be payment in full, subject to third party liability and patient share of cost for psychiatric inpatient hospital services to a beneficiary. CONTRACTOR shall look solely to COUNTY for payment and not look to patient or any other source for reimbursement.
- C. For CONTRACTOR's patients funded by Medi-Cal or Medicare, COUNTY shall have no responsibility and CONTRACTOR shall assume all billing/collections efforts herein, for those patients except that:
- i. COUNTY shall assure that current Medi-Cal or Medicare recipients have their Medi-Cal or Medicare cards with them at time of admission or at the earliest possible time thereafter.
  - ii. COUNTY Shall be financially responsible for admissions if said admission are based upon referral from COUNTY's Crisis Response Team, or are otherwise authorized by COUNTY, and if Medi-Cal or Medicare denies payment. If CONTRACTOR is subsequently paid by Medi-Cal or Medicare, COUNTY shall be reimbursed for such payment.
  - iii. For patients with private insurance, CONTRACTOR shall bill such third party payors.
- D. COUNTY agrees to compensate CONTRACTOR for each pre-authorized service type, to include a specified number of allowed contacts. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered for unauthorized

**AURORA VISTA DEL MAR**  
**EXHIBIT B**  
**COMPENSATION**  
**FISCAL YEAR 2012-2013**

services, for services in excess of the number of authorized daily contacts, no for services provided to ineligible individuals. All claims for payment shall be submitted by service type and number of contacts provided by CONTRACTOR.

- E. 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.

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.

**AURORA VISTA DEL MAR**  
**EXHIBIT B-1**  
**DAILY RATES**  
**FISCAL YEAR 2012-2013**

The daily rate is all inclusive for services as defined as psychiatric inpatient services in Title 9, Chapter 11, Section 1810.430 (d) (5), and that rate does not include non-hospital based physician or psychological services rendered to a beneficiary covered under the contract. The day of discharge is non reimbursable.

The daily rates for the term of this Agreement, unless otherwise amended and agreed to by both parties in writing are:

1. Medi-Cal (Ages 12 -21)

Services will be paid at the county-negotiated rates in effect at the time that services were rendered under this Agreement. (per diem does not include psychiatric services)

2. Administrative Day

Services will be paid at the county-negotiated rates in effect at the time that services were rendered under this Agreement. (per CCR Title 9 Chapter 11 section 1820.110(d))

3. Non-Medical/Short-Doyle

\$680.00

(per diem includes psychiatric services)



**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 insureds.*
  - 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.*

**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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SullivanCurtisMonroe Insurance Services 1920 Main Street Suite 600 Irvine, CA 92614  www.SullivanCurtisMonroe.com License # 0E83670	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 949.250.7172	<b>FAX (A/C, No):</b> 949.852.9762
<b>INSURED</b> Signature Healthcare Services, LLC. et al Aurora Vista del Mar 801 Seneca St. Ventura CA 93001	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Lexington Insurance Company	
	<b>INSURER B:</b> Travelers Property & Casualty	
	<b>INSURER C:</b> Scottsdale Insurance Company	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 13155174

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL SIR \$100K <input checked="" type="checkbox"/> PL SIR \$250K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6795729	9/8/2011	9/8/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <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 checked="" type="checkbox"/>		TCAP4244B13011	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XLS0076847 Auto & EL only	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A	TCJUB4243B56311	9/1/2011	9/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Medical Malpractice Professional Liability</b> Retro Date 9/8/00			6795729 Claims Made Policy	9/8/2011	9/8/2012	Each Med. Incident \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Agreement #25015 between County of Tulare and Aurora Vista Del Mar Hospital  
The COUNTY, its officers, agents, officials, employees and volunteers are to covered as additional insureds as respects:  
Liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR per attached endorsement. Workers Comp waiver endorsement and primary insurance apply per attached endorsement.

<b>CERTIFICATE HOLDER</b> Agreement #25015 Tulare County Health & Human Services Agency 5957 South Mooney Blvd. Visalia CA 92377-9394	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Shonteria Jackson
--	--

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ACORD 25 (2010/05)

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED Signature Healthcare Services, LLC. et al Aurora Vista del Mar 801 Seneca St. Ventura CA 93001
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: Tulare County Health & Human Services Agency  
ADDRESS: 5957 South Mooney Blvd. Visalia CA 92377-9394

Sexual Abuse/Molestation Defense is included in the policy form for General Liability and Professional Liability. Policy No. 6795729, Policy Term: 9/8/2011 to 9/8/2012

CG 20 10 01 Additional Insured Endorsement pertains to General Liability Only

Waiver of Subrogation is included for General Liability, Auto Liability and Workers' Compensation

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED Signature Healthcare Services, LLC. et al Aurora Vista del Mar 801 Seneca St. Ventura CA 93001
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: Tulare County Health & Human Services Agency

ADDRESS: 5957 South Mooney Blvd. Visalia CA 92377-9394

#### NAMED INSURED'S

Signature Healthcare Services, LLC

Aurora Charter Oak, LLC

Aurora San Diego, LLC

Aurora Vista Del Mar, LLC

Aurora Chicago Lakeshore Hospital, LLC

Aurora Behavioral Health System, LLC

The Aurora School - In-Active Entity

Vista Life Properties, LLC

California Mental Healthcare Network, LLC

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED Signature Healthcare Services, LLC. et al Aurora Vista del Mar 801 Seneca St. Ventura CA 93001
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: Tulare County Health & Human Services Agency

ADDRESS: 5957 South Mooney Blvd. Visalia CA 92377-9394

Pasadena Mental Healthcare Network, LLC  
Illinois Mental Healthcare Network, LLC  
Nevada Mental Healthcare Network, LLC  
Green River Management, LLC  
Charter Oak Recovery Center  
Aurora Las Encinas, LLC  
The Villa at Las Encinas  
Pasadena Las Encinas Healthcare, LLC  
Pasadena Oaks, LLC  
The Retreat at The Oaks of Pasadena

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED Signature Healthcare Services, LLC. et al Aurora Vista del Mar 801 Seneca St. Ventura CA 93001
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (05/10)**CERTIFICATE HOLDER:** Tulare County Health & Human Services Agency  
**ADDRESS:** 5957 South Mooney Blvd. Visalia CA 92377-9394

Salem Services of California, LLC

Clarendon Venture, LLC a Illinois Limited Liability Company

Aurora Behavioral-Tempe, LLC

Illinois Life Properties, LLC

5/22/2012



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) —**

POLICY NUMBER: TCJUB4243B56311

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be  
mium otherwise due on such remuneration.

% of the California workers' compensation pre-

**Schedule**

**Person or Organization**

Tulare County Health & Human Services  
Agency

5957 South Mooney Blvd.  
Visalia CA

92377-9394

**Job Description**

RE: Agreement #25015 between County of Tulare and Aurora Vista Del Mar Hospital. The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR per attached endorsement. Workers Comp waiver endorsement and primary insurance

ENDORSEMENT # 003

This endorsement, effective 12:01 AM 5/22/2012

Forms a part of policy no.: 6795729

Issued to: Signature Healthcare Services, LLC. et al

By: LEXINGTON INSURANCE COMPANY

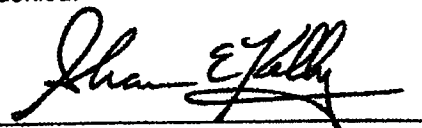
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
  2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
  3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
    - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii. Supervisory, inspection, architectural, or engineering activities.
  5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
  6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



Authorized Representative OR  
Countersignature (In states where applicable)

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POLICY NUMBER:  
6795729

ENDORSEMENT COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization:

BLANKET "WHERE REQUIRED BY WRITTEN CONTRACT"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

of the covered operations has been completed;  
or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

### 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site

CG 20 10 10 01  
LX9605

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Page 1 of 1

**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 Protected Health Information in accordance with Title 45, CFR, Section 164.528
- C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, CONTRACTOR 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.