

AGREEMENT

This Agreement (the "Agreement") is entered into as of the 6th day of December 2011 (the "Execution Date"), by and between the County of San Bernardino ("County") on behalf of the Arrowhead Regional Medical Center ("ARMC or County") and DNH Medical Management Inc, dba The Camden Group ("Contractor")

RECITALS

WHEREAS, ARMC is pursuing assistance with the Patient Centered Redesign Services;

WHEREAS, Contractor is trained, experienced, and competent to provide ARMC with services in accordance with its needs;

WHEREAS, Contractor acknowledges that ARMC is relying on Contractor's expertise in Patient Centered Redesign Services; and

WHEREAS, the parties agree they will perform their respective obligations as described below in this Agreement.

THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM

The Agreement shall be effective as of December 6, 2011 and expires December 5, 2012. However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party ninety (90) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of the County.

2. OBLIGATIONS OF CONTRACTOR

2.1 General

Contractor shall provide ARMC with the Services as described in Exhibit A (Duties and Responsibilities). ARMC shall utilize Contractor's specialized knowledge and experience. Contractor shall ensure that the Services, other documents and materials provided or presented to or developed for ARMC are easily understandable and logically organized, accurate and complete in their data, and provide the appropriate level of detail for their respective purposes. Contractor shall retain backup copies in writing and on electronic media of all Services until termination of this Agreement and shall provide ARMC on its request with a copy thereof until that time.

2.2 Warranty

Contractor represents and warrants that it shall deliver the services in accordance with the Exhibit A and A1 (Duties and Responsibilities and Project Work Plan) and that each service shall meet its specifications as provided herein. Contractor shall promptly replace a service or any portion thereof, without charge, which does not meet its specifications as provided herein.

3. FINANCIAL MATTERS

3.1 Payment

Contractor shall invoice ARMC monthly in arrears. Upon receipt of corrected detailed invoices, ARMC shall make payments in accordance with Exhibit B.

3.2 Cancellation of Scheduled Services

In order to provide ARMC with optimal service, consultant staff member has been specifically assigned and scheduled to perform the consultative services described hereinabove, thereby precluding her availability to other clients of Contractor. As such, should ARMC cancel or postpone any portion of the time scheduled for the performance of such services, ARMC shall be invoiced and liable for payment of six (6) hours per assigned consultant for each day cancelled with out seventy-two (72) hours prior notice.

3.3 Electronic Funds Transfer

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

3.4 No Additional Consideration

Except as expressly provided in Exhibit B or in this Agreement, Contractor shall not be entitled to nor receive from ARMC any additional consideration, compensation, salary, wages, or any other type of remuneration for Services rendered under this Agreement.

4. INDEMNIFICATION AND INSURANCE

A. Indemnification

Contractor will indemnify and hold harmless ARMC and its affiliates, and their respective officers, directors, employees, agents and representatives, from and against any and all losses, liabilities, damages, claims, demands or suits, and related costs and expenses (including reasonable attorney's fees), arising out of (i) the provision of services by Contractor on behalf of ARMC (except to the extent caused by or resulting from the negligence or willful misconduct of ARMC), (ii) the negligence or misconduct of Contractor or any of its employees, consultants or subcontractors or (iii) any breach of this Agreement by Contractor.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

B. Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

C. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

D. Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

E. Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F. Acceptability of Insurance Carrier

Unless otherwise approved by County Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G. Deductibles and Self-Insurance Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County Risk Management.

H. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

I. Insurance

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

A. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

B. Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

C. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. Business Automobile Liability (owned, hired, or nonowned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident.

E. Professional Liability

Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

5. CONFIDENTIAL INFORMATION

5.1 Access and Protection

Contractor acknowledges that its employees and consultants may acquire knowledge or information considered by ARMC to be confidential or proprietary. Confidential information means information ARMC discloses to Contractor or that Contractor otherwise learns about ARMC or its affiliates, or their respective businesses or operations, in any form. Contractor will not publish or disseminate to any party, other than employees or independent contractors with a need to know for purposes of providing services hereunder, any of ARMC’s Confidential information, and will require said parties to agree in writing to keep said Confidential information secure and confidential. The obligations of confidentiality and protection imposed by this Agreement shall not apply or will cease to apply to any information that:

- ☐ was known to Contractor without an obligation of confidentiality prior to its receipt under this Agreement,
- ☐ is or becomes publicly available without breach of this Agreement,
- ☐ is received from a third party without an obligation of confidential or
- ☐ is developed independently by Contractor without use of confidential or proprietary information

ARMC acknowledges that its employees may acquire knowledge or information Contractor discloses to ARMC, electronically or in written forms and identified to ARMC by Contractor as “CONFIDENTIAL”. ARMC will not publish or disseminate to any party, other than employees or independent contractors with a need to know, any of Contractor’ Confidential information, and will require said parties to agree in writing to keep said confidential information secure and confidential. The obligation of confidentiality and protection imposed by this Agreement shall not apply or will cease to apply to any information that:

- ☐ was known to ARMC without an obligation of confidentiality prior to its receipt under this Agreement,
- ☐ is or becomes publicly available without breach of this letter,
- ☐ is received from a third party without an obligation of confidentiality, or
- ☐ is developed independently by ARMC without use of confidential or proprietary information.

To the extent applicable, Contractor shall, execute the COUNTY’S standard form of Agreement to Comply with HIPAA Privacy Regulations (the “Business Associate Agreement”) as seen in Exhibit C. Contractor obligations under the Business Associate Agreement shall be in addition to, and shall not limit or affect in any way, its obligations of confidentiality hereunder.

Any and all materials created during the working relationship, including software modifications, enhancements, customizations, developments, objects,

specifications, training materials, test data and documentation, will be jointly property of Contractor and ARMC. Contractor may retain a copy of these materials in its working papers compiled during the course of an engagement, which will be maintained in confidence. The materials developed during the course of the arrangement by ARMC or Contractor which were newly developed specifically for ARMC and/or its clients may be used by CONTRACTOR only with the prior written consent of ARMC and its clients(s), which consent will not be unreasonably withheld. Any materials first produced by Contractor outside this engagement remain the exclusive property of Contractor, and may be used by ARMC as incorporated in the materials created under this Agreement.

5.2 Public Records

Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law.

6. ADDITIONAL RIGHTS

6.1 County Ownership Rights

County shall own all right, title and interest in and to its Confidential Information and the Deliverables, including without limitation the Specifications, the Project Work Plan in whatever stage of completion as may exist from time to time, including without limitation all copyright, trademark, patent, trade secret and other intellectual property and proprietary rights therein. All Deliverables, in whole and in part, shall be deemed works made for hire of County for all purposes of copyright law, and all right, title and interest in and to copyright rights therein shall belong solely to County.

6.2 Contractor

County acknowledges and agrees that Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts and know-how within the scope of its consulting practice that are used in the course of providing the Deliverables and Services that do not include County Confidential Information.

7. INDEMNIFICATIONS

7.1 General

Contractor shall, at its expense, defend, indemnify and hold harmless County and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, caused by or arising from Contractor's negligence, whether active or passive, or willful misconduct of Contractor, its employees, officers, agents, or Subcontractors.

County shall, at its expense, defend, indemnify and hold harmless Contractor and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, caused by or arising from County's negligence, whether active or passive, or willful misconduct of County, its employees, officers, agents, or Subcontractors.

7.2 Intellectual Property

Contractor shall, at its expense, defend, indemnify, and hold harmless County and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action against County which is based on a claim that County's use of or rights to the Deliverables, or any one or part thereof, under this Agreement infringes a patent, copyright, or other proprietary right or misappropriates a trade secret, except where the violation of any third party's proprietary right in connection with this Agreement arises from Contractor's reliance on, or use of, tools, instructions, specifications or other materials provided by County, or where County or any third party modifies, adds to, or combines the Deliverables with any other data.

In case the Deliverables or any one or part thereof, is in such action held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted, Contractor shall, at its own expense and election: (a) procure for County the right to continue using the Deliverables; (b) modify the Deliverables to comply with the Specifications and not to violate any intellectual property rights; or (c) terminate the use of any infringing Deliverables upon receipt of Notice from ARMC and refund the Charges for all such Deliverables, as applicable.

8. DAMAGES LIMITATIONS

EXCEPT FOR DAMAGES ARISING PURSUANT TO INDEMNIFICATION LIABILITIES ARISING UNDER SECTION 7, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF ANY BREACH OF OBLIGATIONS UNDER THE AGREEMENT.

9. TERMINATION

9.1 Termination for Material Breach

In addition to the termination rights otherwise described herein, ARMC may terminate this Agreement with prior Notice to Contractor if Contractor materially breaches this Agreement, provided ARMC has given Contractor Notice of such breach and Contractor failed to cure such breach within 30 Days after receipt of such Notice.

9.2 Termination for Convenience

This Agreement may be terminated, in whole or in part, by either party for any reason with no further obligation (other than payment for services already rendered) upon ninety (90) days written notice. Termination of work hereunder shall be effected by notice of termination to the other party specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. After receipt and signed acknowledgment of a notice of termination and except as otherwise directed by the CLIENT, Contractor shall:

- ☐ Stop work under this Agreement on the date and to the extent specified in such notice,

- ☐ Deliver to ARMC all completed work and work in process, and
- ☐ Complete performance of such part of the work as shall not have been terminated by such notice.
- ☐ Submit to ARMC its final invoice for services provided up to the termination date. Such invoice shall be submitted promptly, but in no event later than thirty (30) days from the effective date of termination.

Upon termination, ARMC is liable only for payment for accepted services rendered prior to the effective date of termination.

10. GENERAL PROVISIONS

10.1 Severability

If any term or condition of the Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10.2 Assignment

Neither party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other party, except that either party may assign or transfer its rights or delegate its duties without the prior written consent of the other party to any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, County or Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of the parties hereto and their permitted successors and assigns.

10.3 Non-waiver

Any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement.

10.4 Modifications

No modifications or amendments to the Agreement and no waiver of any provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties.

10.5 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action related to this Agreement shall be San Bernardino County, State of California. Contractor agrees to accept personal jurisdiction of such courts. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

10.6 Binding Effect

County agrees that the Agreement binds the County.

10.7 Agreement Authorization

Both Contractor and County have full power and authority to enter into and perform this Agreement. The representatives signing this Agreement on behalf of the parties have been properly authorized and empowered to enter into this Agreement.

10.8 Acknowledgment of Understanding

County and Contractor acknowledge that they have read the Agreement and the attached Appendices, understand them and agree to be bound by their terms and conditions. Further, County and Contractor agree that the Agreement and the Appendices are the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of this Agreement.

10.9 Representation of County

In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

10.10 Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section 7, INDEMNIFICATIONS.

10.11 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

10.12 Former County Officials

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, Contractor or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

10.13 Inaccuracies or Misrepresentations

If in the course of or the administration of this agreement, County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If the Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.

10.14 Non-solicitation

Without the prior written consent of CONSULTANT, during the term of this Agreement and for 12 months after the termination of this Agreement, the COUNTY will not solicit CONSULTANT'S employees who have worked on any assignments for the COUNTY during the term of the Agreement. In the event that an employee of CONSULTANT accepts a position with the COUNTY during or within one year after the completion of the engagement, COUNTY will pay CONSULTANT the greater of \$30,000 or 30 percent of the starting annual salary.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the effective date.

COUNTY OF SAN BERNARDINO

►

Josie Gonzales, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

By ►

(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

EXHIBIT A

DUTIES AND RESPONSIBILITIES

I. SERVICES:

Arrowhead Regional Medical Center (ARMC) is currently participating in the CA 1115 Waiver – Delivery System Reform Incentive Payments (DSRIP). The DSRIP period allows for the infrastructure and foundation necessary to redesign ARMC's primary care services; a system overhaul aimed at reducing premature morbidity and mortality and preventable procedures and providing patients with a positive health experience. As part of our DSRIP plan, ARMC will redesign its primary care clinics to increase efficiency and productivity so that care is oriented around the patient, improving primary care access and the patient experience. ARMC's goal is to decrease the time it takes for patients to "cycle" through the clinic — from the moment they walk in the door to the moment they leave the office with follow-up information in hand to 45 minutes or less.

Strategic Planning Services:

1.0 Duties of Contractor

- 1.1 Serve as a facilitator and project manager of the redesign process.
- 1.2 Perform a gap analysis to understand the current state of practice operations as they impact the patient and provider experience.
- 1.3 Facilitate Task Force Meetings (up to twelve); prepare materials related to workflow options and work with ARMC Staff to ensure that project timelines are met.
- 1.4 Manage the implementation of the action plan to redesign work flows and assist with the training of the Ambulatory Administrators.
- 1.5 Regular meetings with the Assistant Hospital Administrator to provide status updates, review progress and discuss challenges.
- 1.6 One draft and one final GAP Analysis
 - a. Assessment of current work flows
 - b. Comparison to industry benchmark
 - c. Implementation plan
- 1.7 Redesign of the patient visit to maximize efficiency, capacity, and the patient experience, including decreasing patient cycle time.
- 1.8 Performance metrics, tools, and dashboard report(s) to monitor impact of redesign effort
- 1.9 Training of selected ambulatory administrative staff
- 1.10 One manual that documents the work completed, including work flow diagrams, policies and procedures, revised job descriptions, performance metrics and dashboard samples.

Exhibit A1
Project Work Plan/Responsibilities

Exhibit A1 (the following four pages) delineates specific roles for each of the duties and responsibilities listed in Exhibit A.

A. Summary of Management/Work Plan for This Project

The diagram on the next page illustrates our work plan and a more complete description follows the illustration

Timeframe

Meetings/Site Visits

Week 1

Step 1
Kick-off Conference Call

- Review project goals, roles, and timelines
- Discuss data request
- Identify Task Force members
- Plan site visit
- Identify individuals to be interviewed

Conference Call

Weeks 2-3

Step 2
Data Analysis

- Access and capacity
- Patient volume
- Current staffing
- Comparison to benchmarks

Conference Calls as Needed

Week 4

Step 3
Initial Site Visit

- Facilitate first Task Force meeting (two hours)
 - Identify “ideal” patient experience
 - Understand critical success factors
- Interviews with key ARMC and WFHC management, physicians, staff, and patients
 - Strengths of existing care model
 - Current challenges
 - Potential barriers
- WFHC On-site Observation
 - Observe current work flows
 - Identify current best practices/challenges/barriers

Task Force Meeting #1
Interviews
Observation
Four Consultant-days

Weeks 5-6

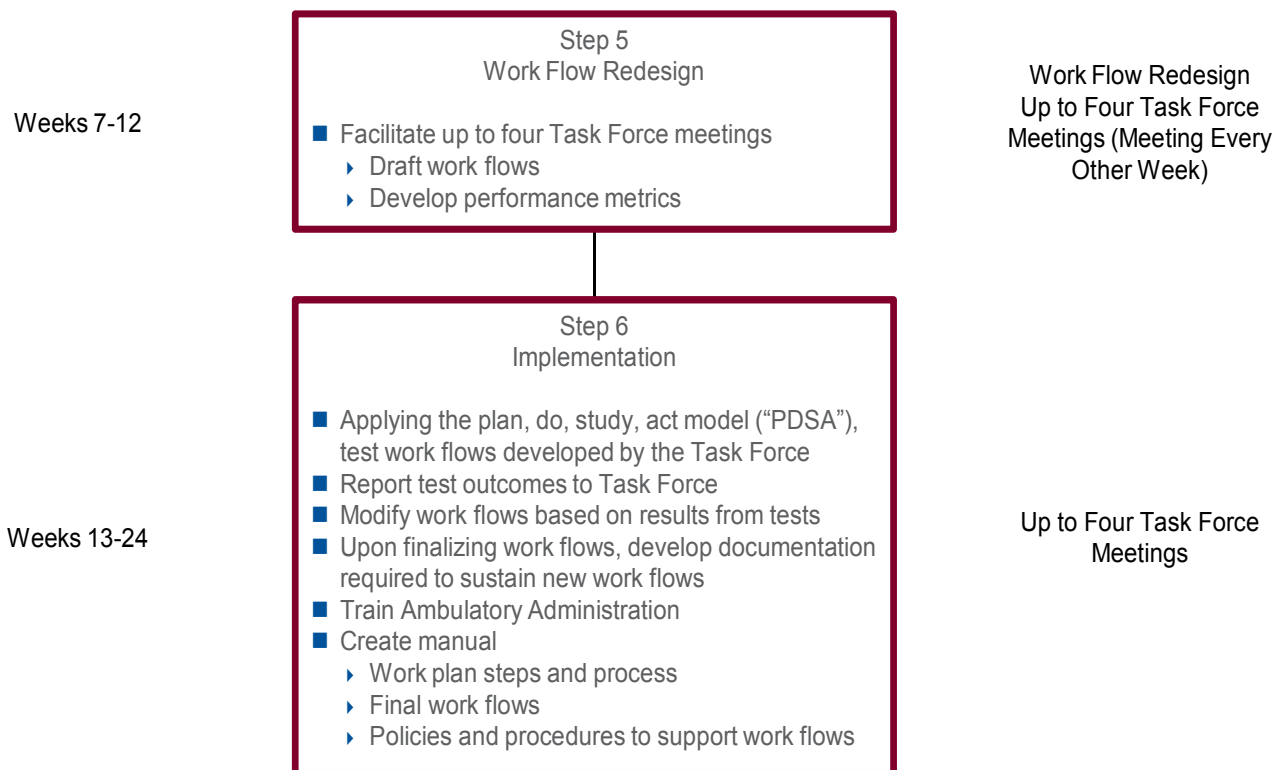
Step 4
Prepare Gap Analysis

- Identify baseline metrics
- Compare performance to the ideal patient experience (per Task Force) and industry benchmarks
 - Access and capacity
 - Patient cycle time
 - Staffing and roles
 - Clinical care
- Recommendations
 - Areas/processes requiring redesign
 - Best practices work flow criteria
 - Action plan to redesign work flows
- Present Gap Analysis to Task Force

Conference Calls as Needed
Task Force Meeting #2

Timeframe

Meetings/Site Visits



Step 1: Kick-off Conference Call

The Camden Group will initiate the engagement by providing WFHC with a Data Request. The data will help us understand the current state and establish baseline metrics that will be used to measure progress as the Project moves forward. We will facilitate a kick-off conference call with key ARMC/WFHC management, including the Project Liaison, to review project goals, roles, and timelines, review the Data Request, and answer any questions. We will identify potential Task Force members, plan our initial site visit, and identify the individuals to be interviewed during Step 3.

Step 2: Data Analysis

We will review and analyze the requested data in preparation for our site visit. We will examine WFHC staffing and roles, patient access and volume, Practice capacity, and services provided. We will compare performance to industry benchmarks to provide a perspective as compared to the market. We will use the analysis to help guide our site visit as well as to identify any issues that require clarification while we are on-site.

Step 3: Initial Site Visit

During this site visit, we will facilitate the first meeting of the Task Force. Meeting topics will include:

- Confirm project goals, roles and timeline
- Identify the “ideal” patient experience to provide the context for redesign efforts
- Clarify critical success factors

We will use a variety of tools, such as Vision by Design® to facilitate creative approaches to improving the patient experience. We will also interview ARMC and WFHC management as well as key physicians, staff, and residents regarding:

- Strengths of the current operational approach and care model, including identification of existing best practices
- Current challenges and barriers to maximizing the patient experience, including patient flow
- Opportunities for success
- Characteristics of the ideal patient experience

We will observe patient and work flows at WFHC to identify current practices and barriers; we will solicit staff feedback and suggestions as a first step in gaining their buy-in to the process.

Because there is no patient satisfaction data available, to gain insight into the needs and wants of the Clinic’s patients, we propose conducting a written survey of patients for one week and interviews with a sample of patients (up to four patients) while we are on-site. We will explore their experiences with WFHC, from scheduling of appointments to checkout. We also will ask them why they have chosen WFHC for their care and their expectations regarding their care. It is anticipated that four consultant days will be spent on-site for the initial site visit.

Step 4: Prepare Gap Analysis

Based on our analysis and site visit, we will prepare a gap analysis (“Gap Analysis”) that compares current performance to the ideal patient experience identified in the first Task Force meeting and with Project goals. We will identify baseline performance, so that progress can be measured as implementation occurs and as a measure of ongoing success. Current metrics will be compared to industry benchmarks to also understand potential gaps as compared to competitors. Work flows in areas such as appointment scheduling, registration, chart preparation, patient care, and access will be addressed. Also, provider and staff roles will be assessed to determine if the right people are doing the right tasks and working up to their licensure and skill sets. Based on the gaps discovered, we will identify patient care processes that require redesign and critical elements that must be addressed in the redesign process. An implementation plan that identifies priorities, responsibilities, and timelines will be created based on the work required.

We will partner with the Ambulatory Administrative Leadership on the Task Force to develop, prepare, manage and implement work flow redesign at other sites. The approach to training will consider the number of individuals involved, availability, and previous experience in leading change efforts.

The Gap Analysis will be discussed at the second meeting of the Task Force. Task Force members will provide feedback and direction as to priorities and implementation.

Step 5: Work Flow Redesign

We will apply the Plan, Do, Study, Act model to the redesign process. We will facilitate up to four Task Force meetings in which we will plan the redesign of those work flows that significantly negatively impact patient flow as well patient, provider, and staff satisfaction. As work flows are redesigned, assignment of tasks also will be reviewed to ensure that work is assigned to the most appropriate position. As roles are clarified and changes identified, we will work with management to ensure that potential changes meet the requirements of Human Resources. The Task Force also will establish performance targets that will be used to measure the success of the new work flows. New tools required to facilitate work flow implementation and any necessary training will be identified and created as needed. Subcommittees will be utilized when necessary to increase access to specific skills and knowledge. In between Task Force meetings, Task Force members will share the work completed by the Task Force with key WFHC physicians and staff to gain feedback on the work being done and to begin the process of creating buy-in. The feedback will be brought back to the Task Force and used to improve the draft work flows. While on-site for the Task Force meetings, we will also meet with the Project Liaison and senior management to review progress and discuss next steps.

Concurrently, we will work with Ambulatory Administrative Leadership to develop train-the-trainer curriculum as well as involve them in the implementation process to gain hands-on experience as leaders of the implemented process so that we can coach and mentor. They will be integrated into the design and implementation work so they can gain experience with the process.

Step 6: Implementation

Upon completion of the planning and development of draft work flows, we will move into implementation or the Study phase. The new work flow processes will be tested and studied to understand their effectiveness in meeting goals and performance targets. Performance metrics will be identified and results monitored and posted so WFHC providers and staff can monitor their progress. As challenges are identified, work flows will be modified. The Task Force will meet up to four times to monitor progress and results as well as to moderate any issues that surface during testing. We have budgeted one consulting day every other week during this process, with status update calls held on intervening weeks to monitor progress and problem solve as needed.

We will monitor the completion of necessary written paperwork, including work flow diagrams, policies and procedures, revisions to job descriptions, tools, and dashboard reports so they can be used in setting expectations and monitoring performance. All documentation will be gathered into a manual.

B. Project Schedule

In order to show the overall timing and show the work steps, the project schedule is illustrated below and reflects the steps in the work plan.

Patient-Centered Redesign Timeline

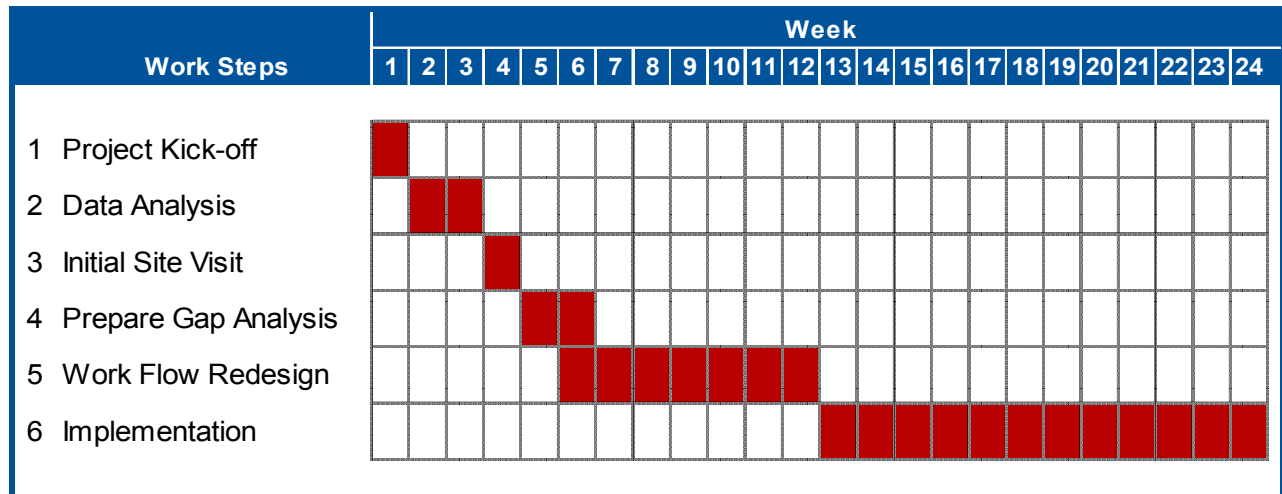


EXHIBIT B

FINANCIAL MATTERS

The estimated hours required to complete this work, along with professional fees, including out-of-pocket costs, are outlined below. The scope of work and specific responsibilities covered under these fees are delineated in Exhibit A1.

Patient Centered Redesign Consultant

All-Inclusive Fee	\$115,000
Consulting Hours	236 Hours
Time Frame	24 Weeks

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, DNH Medical Management Inc, dba The Camden Group, hereinafter referred to as BUSINESS ASSOCIATE, may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and the attached **BUSINESS ASSOCIATE SCOPE OF WORK**, provided such use, access or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code (USC) 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, including but not limited to, California Civil Code 56 – 56.16, 56.20, 56.36, and Health and Safety Codes 1280.1, 1280.3, 1280.15, 130200 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

I. Definitions.

- a. "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under HIPAA (45 CFR Part 164, Subpart E), CA and/or Civil Code 56.36 which compromises the security or privacy of the Protected Health Information. For the purposes of HITECH, a breach shall not include:
 - 1. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
 - 2. Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
 - 3. A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. "Business Associate" means with respect to a Covered Entity, a person who:
 - 1. On behalf of such Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity performs or assists in the performance of :
 - (a) a function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, , utilization review, quality assurance, billing, benefit management, practice management, and repricing; or
 - (b) any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations; or
 - 2. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data Aggregation, management,

administrative, accreditation or financial services to or for such Covered Entity where the provision of the service involves the disclosure of Personally Identifiable Health Information from such Covered Entity to the person.

- c. "Patient/Client" means Covered Entity funded person who is the patient or client of the Business Associate.
- d. "Covered Entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.
- e. "Data Aggregation" means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
- f. "Discovered" means a breach shall be treated as discovered by Covered Entity or Business Associate as the first day on which such breach is known to such Covered Entity or Business Associate, respectively, (including any person, other than the individual committing the breach, that is an employee, officer or other agent of such entity or associate, respectively) or should reasonably have been known to such Covered Entity or Business Associate (or person) to have occurred.
- g. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- i. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart E.
- j. "HIPAA Security Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart C.
- k. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.
- l. "Personally Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and;
 - 1. is created or received by a health care provider, health plan, employer or health care clearinghouse; and
 - 2. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
 - (a) that identifies the individual; or
 - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- m. "Protected Health Information" or "PHI" means Personally Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Personally Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.
- n. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under Section 13402 (h)(2) of the HITECH Act under ARRA.
- o. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
- p. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule and the HITECH Act.

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

- a. **Permitted Uses.** Business Associate shall not use, access or further disclose Protected Health Information other than as permitted or required by this Agreement and as specified in the attached **BUSINESS ASSOCIATE SCOPE OF WORK** or as required by law. Further, Business Associate shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- b. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates; 42 U.S.C. Section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A). Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.
- c. **Appropriate Safeguards.** Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316:
 - 1. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the entity; implement a security awareness and training program for all members of its workforce; implement P&Ps to prevent those workforce members who do not have access from obtaining access to electronic PHI;

implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain electronic PHI; and perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of electronic PHI that establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.

2. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access electronic PHI; implement physical safeguards for all workstations that access electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility and the movement of these items within the facility.
 3. Implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.208; implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI; implement policies and procedures to protect electronic PHI from improper alteration, destruction, unauthorized access or loss of integrity or availability.
- d. **Mitigation.** Business Associate shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- e. **Reporting of Improper Access, Use or Disclosure or Breach.** Business Associate shall report to Covered Entity's Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than two (2) business days upon the discovery of potential breach. Additionally, effective February 17, 2010, the Business Associate shall report to the Covered Entity's Office of Compliance any breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D, within two (2) business days of discovery of the potential breach. Upon discovery of the potential breach, the Business Associate shall complete the following actions:
- (1) Provide Covered Entity's Office of Compliance with the following information to include but not limited to:
 - (a) Date the potential breach occurred;
 - (b) Date the potential breach was discovered;
 - (c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - (d) Number of potentially affected patients/clients; and
 - (e) Description of how the potential breach allegedly occurred.
 - (2) Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of discovery of the potential breach to determine the following:

- (a) Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
 - (b) Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the patient/client; and
 - (c) Whether the incident falls under one of the breach exceptions.
- (3) Provide completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within twenty-five (25) calendar days of discovery of the potential breach with decision whether a breach has occurred.:
 - (a) If a breach has not occurred, notification to patient/client(s) is not required.
 - (b) If a breach has occurred, notification to the patient/client(s) is required, and Business Associate must provide Covered Entity with affected patient/client names and contact information so the Covered Entity can provide notification.
- (4) Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the Covered Entity reserve the right to conduct its own investigation and analysis.
- f. **Permitted Disclosures.** If Business Associate discloses Protected Health Information to a third party, including any agent or subcontractor, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breach of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)].
- g. **Access to Protected Health Information.** Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, as required by of 45 CFR 164.524.
- h. **Amendment of Protected Health Information.** If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- i. **Access to Records.** Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use, access and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations.
- j. **Accounting for Disclosures.** Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. Further, Business Associate shall provide to

Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act.

- k. **Destruction of Protected Health Information.** Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
- l. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- m. **Costs Associated to Breach.** Business Associate shall be responsible for reasonable costs associated with a breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the Covered Entity and shall not be reimbursable under the contract at any time. Covered Entity shall determine the method to invoice the Business Associate for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:
 - i. Postage;
 - ii. Alternative means of notice;
 - iii. Media notification; and
 - iv. Credit monitoring services.

II. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use, access or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use, access or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use, access or disclosure of Protected Health Information.
- d. Covered Entity shall complete the following in the event that the Covered Entity has determined that Business Associate has a breach:
 1. Determine appropriate method of notification to the patient/client(s) regarding a breach as outlined under Section 13402(e) of the HITECH Act;
 2. Send notification to the patient/client(s) without unreasonable delay but in no case later than sixty (60) days of discovery of the breach with at least the minimal required elements as follows:
 - a. Brief description of what happened, including the date of the breach and the date of discovery;
 - b. Description of the types of unsecured PHI involved in the breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
 - c. Steps patient/client(s) should take to protect themselves from potential harm resulting from the breach;
 - d. Brief description of what is being done to investigate the breach, to mitigate harm to patient/client(s) and to protect against any further breaches; and
 - e. Contact procedures for patient/client(s) to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, Web site or postal address.
 3. Determine if notice is required to Secretary of the U.S. Department of Health and Human Services.
 4. Submit breach information to the Secretary of the U.S. Department of Health and Human Services within the required timeframe, in accordance with 164.408(b).

IV. General Provisions.

- a. **Remedies.** Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use, access or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- b. **Ownership.** The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.

- c. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules and patient confidentiality regulations means the section as in effect or as amended.
- d. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act and patient confidentiality regulations.
- e. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.
- f. **Right to Monitor and Audit.** Covered Entity reserves the right to review and audit all records, policies, documents and other pertinent items of the Business Associate related to the use, access and disclosure of Protected Health Information as requested to ensure Business Associate is in compliance with this agreement and shall have the right to monitor the performance of Business Associate in the delivery of services provided under this agreement. Business Associate shall give full cooperation in any auditing or monitoring conducted.
- g. **Indemnification.** Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of Business Associate, its officers, employees, agents and subcontractors, with respect to the use, access or disclosure of Covered Entity's PHI.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Agreement on behalf of the Business Associate.

Covered Entity	Business Associate
COUNTY OF SAN BERNARDINO	DNH Medical Management Inc, dba The Camden Group
Signature	Signature
Dated	Dated
Name Josie Gonzales	Name
Title Chair, Board of Supervisors	Title
Address 400 North Pepper Avenue	Address 100 North Sepulveda Blvd Ste 600
Colton, CA 92324-1819	El Segundo, CA 90245
Phone 909-580-6150	Phone
Fax 909-580-6196	Fax