AGREEMENT FOR PROVISION OF
FISCAL INTERMEDIARY SERVICES
~~FOR PUBLIC HEALTH PROGRAMS~~
BETWEEN
COUNTY OF ORANGE
AND
ADVANCED MEDICAL MANAGEMENT, INC.
JULY 1, ~~2012~~2015 THROUGH JUNE 30, ~~2014~~2016

THIS AGREEMENT is entered into this 1st day of July ~~2012~~2015, which date is enumerated for the purposes of reference only, by and between the County of Orange (COUNTY), and Advanced Medical Management, Inc., a California for-profit corporation (~~INTERMEDIARY~~CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY desires to assure the availability of Medical Services for patients of the Public Health ~~Medical~~ Services ~~Program~~(PHS) Programs; and,

~~WHEREAS, COUNTY has entered into a separate agreement with The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Healthcare for provision of Medical Service; and,~~

~~WHEREAS, the County issued a Request for Proposal ("RFP") for the provision of Fiscal Intermediary Services for Public Health programs; and,~~

~~WHEREAS, INTERMEDIARY responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and,~~

WHEREAS, the parties desire to state their respective rights and responsibilities related to providing, claiming, and reimbursing ~~Public Health Programs services;~~PHS programs; ~~NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Medical Services Initiative Program:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~2015 through June 30, ~~2014~~2016

~~Period One means the period July 1, 2012 through June 30, 2013~~

~~Period Two means the period July 1, 2013 through June 30, 2014~~

~~**INTERMEDIARY**~~

Maximum Obligation: ~~**Period One**~~ ~~**Period Two**~~

~~INTERMEDIARY Maximum Obligation:~~ **$20,000** ~~$20,000~~

~~**Total INTERMEDIARY Maximum Obligation:**~~ ~~$20,000~~ ~~$20,000~~

Basis for Reimbursement: Negotiated Rate

Payment Method: ~~Negotiated Rate~~ Quarterly in Arrears

Notices to COUNTY and ~~INTERMEDIARY~~CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract ~~Development and Management~~Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701

~~INTERMEDIARY~~CONTRACTOR: Advanced Medical Management, Inc.
5000 Airport Plaza Drive, Suite 150
Long Beach, CA 90815-1260
Kristin Gates
Voice: (562) 766-2000 – Ext. 273
Fax: (562) 766-2006
Email: kgates@amm.cc

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~~INTERMEDIARY's Insurance Coverages:~~

~~Coverage~~	~~Minimum Limits~~
~~Workers' Compensation~~	~~Statutory~~
~~Employer's Liability~~	~~$1,000,000~~
~~Comprehensive General Liability Insurance (including Loss Payee Coverage)~~	~~$5,000,000~~
~~Automobile Liability, including coverage for owned, non-owned and hired vehicles~~	~~$1,000,000 per occurrence~~

I. ~~ACRONYMS~~ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. ARRA American Recovery and Reinvestment Act
B. ~~ASA American Society of Anesthesiologists~~
~~C.~~ ASRS Alcohol and Drug Programs Reporting System
C. ~~D.~~ CCC California Civil Code
D. ~~E.~~ CCR California Code of Regulations
E. CEO County Executive Office
F. CFR Code of Federal Regulations
G. CHPP COUNTY HIPAA Policies and Procedures
H. CHS Correctional Health Services
I. COI Certificate of Insurance
J. D/MC Drug/Medi-Cal
K. DHCS ~~J. DMH~~ Department of ~~Mental~~ Health Care Services
L. ~~K.~~ DPFS Drug Program Fiscal Systems
M. ~~L.~~ DRS Designated Record Set
~~M. FY Fiscal Year~~
N. ePHI Electronic Protected Health Information

O. GAAP Generally Accepted Accounting Principles

P. HCA Health Care Agency

~~O~~Q. HHS Health and Human Services

R. ~~P.~~ HIPAA Health Insurance Portability and Accountability Act

~~Q. ICD9/ICD10 International Statistical Classification of Diseases and Related Health Problems, ninth edition or tenth edition, as applicable~~1996, Public Law 104-191

S. ~~R.~~ HSC California Health and Safety Code

T. ISO Insurance Services Office

U. ~~S.~~ MHP Mental Health Plan

V. ~~T.~~ OCJS Orange County Jail System

W. ~~U.~~ OCPD Orange County Probation Department

X. ~~V.~~ OCR Office for Civil Rights

Y. ~~W.~~ OCSD Orange County Sheriff's Department

Z. ~~X.~~ OIG Office of Inspector General

AA. ~~Y.~~ OMB Office of Management and Budget

AB. ~~Z.~~ OPM Federal Office of Personnel Management

AC. PA DSS ~~AA. PADSS~~ Payment Application Data Security Standard

AD. ~~AB.~~ PC State of California Penal Code

AE. ~~AC.~~ PCI DSS Payment Card Industry Data Security Standard

AF. ~~AD.~~ PHI Protected Health Information

AG. ~~AE. PHMS Public Health Medical Services Program for HCA~~

~~AF.~~ PII Personally Identifiable Information

AH. ~~AG.~~ PRA Public Record Act

AI. SIR Self-Insured Retention

AJ. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005

AK. ~~AH. TAR County Treatment Authorization Request~~

~~AI. TB Tuberculosis~~

~~AJ.~~ USC United States Code

~~AK.~~ AL. WIC State of California Welfare and Institutions Code

II. ~~ALTERATION OF TERMS~~ALTERATION OF TERMS

A. This Agreement, together with ~~Exhibit~~Exhibits A, B and C attached hereto and incorporated herein~~ by reference~~, fully expresses ~~all~~the complete understanding of COUNTY and ~~INTERMEDIARY~~CONTRACTOR with respect to ~~and~~ the subject matter of this Agreement~~, and shall constitute the total Agreement between the parties for these purposes. No~~.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of~~,~~ the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in ~~writing and~~the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, ~~INTERMEDIARY~~CONTRACTOR shall assign to COUNTY any debts owing to ~~INTERMEDIARY~~CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. ~~INTERMEDIARY~~CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by ~~INTERMEDIARY~~CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE~~BUSINESS ASSOCIATE TERMS AND CONDITIONS~~

A. ~~A. GENERAL PROVISIONS AND RECITALS~~

~~1. The parties agree that the terms used, but not otherwise defined below, shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it may exist now or be hereafter amended.~~

~~2. It is agreed by both parties that CONTRACTOR is a Business Associate of COUNTY for the purposes of this Agreement.~~

~~3. It is understood by both parties that the Health Information Technology for Economic and Clinical Health Act ("HITECH") made certain provisions of the HIPAA Security and Privacy Rules apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR shall therefore at all times be in compliance with the applicable provisions of both the Privacy and the Security Rules as are described in Subparagraphs B.4. and B.5. below, and is responsible for complying with the issued regulations for said rules to the extent applicable to CONTRACTOR, as they currently exist or are hereafter amended, for purposes of safeguarding any Protected Health Information (PHI) used or generated by CONTRACTOR consistent with the terms of this agreement.~~

~~4. It is understood by both parties that the Privacy Rule does not pre-empt any state statutes, rules or regulations that impose more stringent requirements with respect to confidentiality of PHI.~~

~~5. COUNTY wishes to disclose certain information to CONTRACTOR pursuant to the terms of this Agreement, some of which may constitute PHI as defined in Subparagraph B.6. below.~~

~~6. COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of PHI disclosed to the CONTRACTOR pursuant to this Agreement, in compliance with HIPAA and the~~

~~regulations promulgated thereunder by the U.S. Department of Health and Human Services as they may now exist or be hereafter amended.~~

~~B. DEFINITIONS~~

~~1. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information.~~

~~a. For purposes of this definition, compromises the security or privacy of the Protected Health Information means poses a significant risk of financial, reputational, or other harm to the Individual.~~

~~b. A use or disclosure of Protected Health Information that does not include the identifiers listed at §164.514 (e) (2), date of birth, and zip code does not compromise the security or privacy of protected health information.~~

~~c. Breach excludes:~~

~~1) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of a covered entity or a 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 Privacy Rule.~~

~~2) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at a covered entity or business associate to another person authorized to access Protected Health Information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.~~

~~3) A disclosure of Protected Health Information where a 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 retains such information.~~

~~2. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.~~

~~3. "Individual" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).~~

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~~4. "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. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C."~~

~~6. "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103, as applied to the information~~

created or received by Business Associate from or on behalf of Covered Entity.

7. "Required by Law" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.103.

8. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

9. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of PHI 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 PHI by CONTRACTOR in violation of the requirements of this Agreement.

4. CONTRACTOR agrees to report to COUNTY within ten (10) business days any use or disclosure of PHI not provided for by this Agreement of which CONTRACTOR becomes aware.

5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from COUNTY, 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.

6. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR Section 164.524.

7. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR Section 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY no later than ten (10) calendar days after said amendment is completed.

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8. For purposes of the Secretary determining COUNTY's compliance with the Privacy Rule, CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY and the Secretary, in a time and manner as determined by COUNTY, consistent with the direction of the Secretary.

9. CONTRACTOR agrees to document any disclosures of PHI and to make information

related to such disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

10. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, within thirty (30) day of request by COUNTY that information collected in accordance with this Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

11. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.1.c. above.

D. SECURITY RULE

1. Security. CONTRACTOR shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. CONTRACTOR shall follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of PHI.

2. Agents and Subcontractors. CONTRACTOR shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the PHI.

3. Security Incidents. CONTRACTOR shall report any "security incident" of which it becomes aware to COUNTY. For purposes of this agreement, a security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official, pursuant to 45 CFR 164.412.

2. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which the Breach is known to the CONTRACTOR, or by exercising reasonable diligence, would have been known to CONTRACTOR.

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3. CONTRACTOR shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of the CONTRACTOR, as determined by federal common law of agency.

4. CONTRACTOR shall provide the notification of the Breach of Unsecured Protected Health Information without unreasonable delay, and in no case later than ten (10) business days after CONTRACTOR's discovery of a Breach.

5. CONTRACTOR's notification may be written or oral, but, if oral, shall be followed by written notification confirming the oral notification within twenty-four (24) hours of said notification. Thereafter, CONTRACTOR shall provide written notification containing the contents stated below within five (5) business days. CONTRACTOR shall be required to provide any other information relevant to the Breach in writing as soon as the information is available.

6. CONTRACTOR's notification shall include, to the extent possible:

a. The identification of each Individual whose unsecured protected health information has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach,

b. Any other information that COUNTY is required to include in the notification to Individual it must provide pursuant to 45 CFR §164.404 (c), at the time CONTRACTOR is required to notify COUNTY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach; and

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches.

7. The Parties may agree that CONTRACTOR shall provide notice to the Individual as required in 45 CFR § 164.404 if it is reasonable to do so under the circumstances.

8. In the event that CONTRACTOR is responsible for a Breach of Unsecured Protected Health Information, in violation of the Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY as required by the Breach Notification regulations, or in the alternative, that the use or disclosure did not constitute a Breach as defined in 45 CFR § 164.402.

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9. CONTRACTOR shall maintain documentation of its risk assessment of the application of an exception to demonstrate that the notification was not required in accordance with CONTRACTOR's policies and procedures, but in no event less than six (6) years.

10. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach to permit COUNTY to meet its notification obligations under the HITECH Act, as soon as practicable, but in no event later than twenty (20) calendar days after reporting the initial Breach to the

~~COUNTY.~~

~~11. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of fifteen (15) calendar days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.~~

~~12. CONTRACTOR shall bear the expense of any notifications associated with the Breach should the Breach be caused due to CONTRACTOR's negligence or willful misconduct.~~

~~F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR~~

~~1. Except as otherwise limited in this Agreement, CONTRACTOR may use or disclose PHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by COUNTY.~~

~~2. CONTRACTOR is permitted to use PHI as necessary for the proper management and administration of CONTRACTOR or to carry out legal responsibilities of CONTRACTOR. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).~~

~~3. CONTRACTOR is permitted to disclose PHI received from COUNTY for the proper management and administration of CONTRACTOR or to carry out legal responsibilities of CONTRACTOR, provided:~~

~~a. The disclosure is required by law; or~~

~~b. CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent unauthorized use or disclosure of the PHI, and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the Information has been Breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).~~

~~4. CONTRACTOR is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of COUNTY.~~

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~~G. OBLIGATIONS OF COUNTY~~

~~1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of PHI.~~

~~2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR's use~~

~~or disclosure of PHI.~~

~~3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of PHI.~~

~~4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by COUNTY.~~

~~H. BUSINESS ASSOCIATE TERMINATION~~

~~1. In addition to the rights and remedies provided in the Termination Paragraph of this Agreement, upon COUNTY's knowledge of a material breach by CONTRACTOR of the requirements of this Paragraph, COUNTY shall either:~~

~~a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation and terminate this Agreement if CONTRACTOR does not cure the material breach or end the violation within thirty (30) business days; or~~

~~b. Immediately terminate this Agreement if CONTRACTOR has breached a material term of this Agreement and cure is not possible; or~~

~~c. If neither termination nor cure is feasible, COUNTY shall report the violation to the Secretary of the Department of Health and Human Services.~~

~~2. Upon termination of this Agreement, all PHI provided by COUNTY to CONTRACTOR, or created or received by CONTRACTOR on behalf of COUNTY, shall either be destroyed or returned to COUNTY as provided in the Termination Paragraph of this Agreement, and in conformity with the Privacy Rule.~~

~~a. This provision shall apply to PHI that is in the possession of subcontractors or agents of CONTRACTOR.~~

~~b. CONTRACTOR shall retain no copies of the PHI.~~

~~c. In the event that CONTRACTOR determines that returning or destroying the PHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon joint determination by COUNTY and CONTRACTOR that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such PHI.~~

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~~V. COMPLIANCE~~

~~A. COMPLIANCE PROGRAM –~~ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall ~~ensure that INTERMEDIARY is made aware of~~ provide CONTRACTOR with a copy of the relevant HCA policies and procedures relating to

~~ADMINISTRATOR's~~HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

2. ~~INTERMEDIARY shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.~~

~~3. INTERMEDIARY~~CONTRACTOR has the option to adhere to ~~ADMINISTRATOR's~~HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program ~~or establish its own~~and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

4. If ~~INTERMEDIARY~~CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if ~~INTERMEDIARY's~~CONTRACTOR Compliance Program ~~is accepted. INTERMEDIARY~~and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ~~ADMINISTRATOR's Compliance Program~~HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

5. ~~6.~~ Upon ~~approval of INTERMEDIARY's Compliance Program by~~written confirmation from ADMINISTRATOR's Compliance Officer~~, INTERMEDIARY~~ that the CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that ~~its~~all Covered Individuals relative to this Agreement are made aware of ~~INTERMEDIARY's~~CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

~~7.~~ 6. Failure of ~~INTERMEDIARY~~CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

B. ~~CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence~~

~~by ADMINISTRATOR's employees and contract providers.~~

~~1. ADMINISTRATOR~~SANCTION SCREENING – CONTRACTOR shall ~~ensure that INTERMEDIARY is made aware of ADMINISTRATOR's Code of Conduct.~~

~~2. INTERMEDIARY shall ensure that its Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

~~3. INTERMEDIARY has the option to~~ adhere to ~~ADMINISTRATOR's Code of Conduct or establish its own~~all screening policies and procedures~~.~~

~~4. If INTERMEDIARY elects have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

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~~5. ADMINISTRATOR's Compliance Officer shall determine if INTERMEDIARY's Code of Conduct is accepted. INTERMEDIARY shall take necessary action to meet said standards or shall be asked to acknowledge~~ and ~~agree to ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of INTERMEDIARY's Code of Conduct by ADMINISTRATOR, INTERMEDIARY shall ensure that its Covered Individuals relative to this Agreement are made aware of INTERMEDIARY's Code of Conduct.~~

~~7. If INTERMEDIARY elects to adhere to ADMINISTRATOR's Code of Conduct then INTERMEDIARY shall submit to ADMINISTRATOR a signed acknowledgement and agreement that INTERMEDIARY shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of INTERMEDIARY to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

~~C. COVERED INDIVIDUALS INTERMEDIARY shall~~ screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as ~~"~~Ineligible Persons~~",~~, as ~~defined hereunder.~~pursuant to this Agreement. Screening shall be conducted against the General Services Administration's ~~List of Parties~~ Excluded ~~from Federal Programs and~~Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are

made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures.

2. An 1. Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal and state health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. INTERMEDIARY 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. INTERMEDIARYCONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR 3. INTERMEDIARY shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. INTERMEDIARYCONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to INTERMEDIARYCONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

45. Covered Individuals shall be required to disclose to INTERMEDIARYCONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. INTERMEDIARYCONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosureif a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

6. #

CONTRACTOR 5. INTERMEDIARY acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If INTERMEDIARYCONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, INTERMEDIARYCONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

6. INTERMEDIARY7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine if anyappropriate repayment is necessary from INTERMEDIARY, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

~~D. REIMBURSEMENT STANDARDS~~

C~~1. INTERMEDIARY shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.~~

~~2. INTERMEDIARY shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.~~

~~3. INTERMEDIARY shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, INTERMEDIARY shall use only correct billing codes that accurately describe the services provided and to ensure compliance with all billing and documentation requirements.~~

~~4. INTERMEDIARY shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.~~

~~E~~. COMPLIANCE TRAINING ~~-~~ ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

1. ~~INTERMEDIARY~~CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum ~~INTERMEDIARY~~CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. ~~INTERMEDIARY~~CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, ~~INTERMEDIARY~~CONTRACTOR shall provide copies of the certifications.

D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

V. CONFIDENTIALITY

A. ~~Each party~~CONTRACTOR shall~~ make its best effort to~~ maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable ~~state,~~ federal, state and county codes and regulations, as they now exist~~ now~~ or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County HIV services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6 relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between HIV services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all ~~INTERMEDIARY's~~ members of the Board of Directors or its designee or authorized agent, employees, consultants, ~~Subcontractors~~subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with ~~INTERMEDIARY to use their respective best efforts~~CONTRACTOR to maintain~~, in accordance with applicable laws and regulations,~~ the confidentiality of any and all information and records which may be obtained in the course of providing such services. ~~The agreement~~This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of ~~INTERMEDIARY's~~CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, ~~Subcontractors~~subcontractors, volunteers and interns.

VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. ~~INTERMEDIARY~~CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY~~, which consent shall not be unreasonably conditioned, withheld or delayed; provided, however, obligations undertaken by INTERMEDIARY pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to~~

~~the service or activity under subcontract, and include any provisions that ADMINISTRATOR may reasonably require~~. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR~~1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to INTERMEDIARY if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.~~

~~2. No subcontract shall terminate or alter the responsibilities of INTERMEDIARY to COUNTY pursuant to this Agreement.~~

~~3. ADMINISTRATOR may disallow, from payments otherwise due INTERMEDIARY, amounts claimed for subcontracts not approved in accordance with this paragraph.~~

~~4. This provision shall not be applicable to service agreements usually and customarily entered into by INTERMEDIARY to obtain or arrange for supplies, technical support, or professional services.~~

~~B. For INTERMEDIARY, which~~ is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ~~fifty~~ten percent (~~50~~10%) of the assets or stocks of ~~INTERMEDIARY~~CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of ~~INTERMEDIARY's directors~~Board of Directors of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this ~~paragraph~~subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations

hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

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5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of CONTRACTOR at one time.

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

VII. EMPLOYEE ELIGIBILITY VERIFICATION

~~INTERMEDIARY warrants~~ CONTRACTOR attests that it shall~~ make its best effort to~~ fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. ~~INTERMEDIARY~~CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 ~~U.S.C. §~~ USC §1324 et seq., as they currently exist and as they may be hereafter amended. ~~INTERMEDIARY~~CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law.

VIII. FACILITIES, PAYMENTS AND SERVICES

~~INTERMEDIARY~~CONTRACTOR agrees to provide the services, staffing, facilities, ~~any equipment~~ and supplies~~, and reports~~ in accordance with ~~Exhibit~~Exhibits A and B to this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. ~~INTERMEDIARY~~CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

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IX. INDEMNIFICATION AND INSURANCE

A. ~~INTERMEDIARY~~CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ~~("~~(COUNTY INDEMNITEES~~")~~) harmless from any claims, demands~~, including defense costs,~~ or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by ~~INTERMEDIARY~~CONTRACTOR pursuant to this Agreement. If judgment is entered against ~~INTERMEDIARY~~CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, ~~INTERMEDIARY~~CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an

amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

E. If CONTRACTOR fails~~ B. COUNTY agrees to indemnify, and hold INTERMEDIARY, its officers, agents and employees, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and INTERMEDIARY by a court of competent jurisdiction because of the concurrent active negligence of INTERMEIDARY, COUNTY and INTERMEDIARY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

~~C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.~~

~~D. Without limiting INTERMEDIARY's indemnification, INTERMEDIARY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations placed with reputable insurance companies in amounts as specified in the Reference Contract Provisions. Upon request by ADMINISTRATOR, INTERMEDIARY shall provide evidence of such insurance.~~

~~E. All insurance policies except Workers' Compensation and Employer's Liability shall contain the following clauses:~~

~~1. "The County of Orange is included as an additional insured with respect to the operations of the named insured performed under contract with the County of Orange."~~

~~2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."~~

~~3. "This insurance shall not be cancelled, limited or non-renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."~~

~~F. Without limiting INTERMEDIARY's indemnification, INTERMEDIARY shall pay for and maintain in force, a policy of comprehensive insurance (Policy) covering the loss of any monies paid or earned thereupon through this Agreement for services related to this Agreement. Such policy shall be maintained during the term of the Agreement and any additional period during which INTERMEDIARY has any obligation to hold or disburse monies pursuant to this Agreement.~~

~~1. The Policy shall name COUNTY as loss payee, and shall cover the loss of monies for any reason including, but not limited to, loss by the INTERMEDIARY or any bank, through fraudulent or dishonest acts, destruction, disappearance, wrongful abstraction, counterfeiter, or forgery.~~

~~2. The Policy's limits of liability shall not be less than $5,000,000 and shall contain the~~

following clauses:

a. "The County of Orange is a loss payee under this policy, in respect to the obligations of the named insured performed under contract with the County of Orange."

b. "This insurance shall not be canceled, limited or non-renewed until after thirty (30) calendar days written notice has been given to County of Orange, HCA/Contract Development and Management , 405 West 5th Street, Suite 600, Santa Ana, California 92701."

3. In the event the size of the Accounts specified in Exhibit A to this Agreement is increased, ADMINISTRATOR may require INTERMEDIARY to increase the Policy's limits of liability upon thirty (30) calendar days' written notice given INTERMEDIARY.

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G. Certificates ofmaintain insurance and endorsements evidencing the above coverages and clauses shall be mailedacceptable to COUNTY as specified in the Reference Contract Provisions section offor the full term of this Agreement, COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

1. H. COUNTY warrants that it is self-insuredThe policy or maintains policies of insurance placedmust be issued by an insurer with reputable insurance companiesa minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the Statestate of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

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K. ~~which insures the perils of bodily injury, medical,~~The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

L. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

M. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability~~, and property damage~~ coverage for two years following completion of Agreement.

N. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement

may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

Q. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

a. Prior to the start date of this Agreement.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

X. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including, but not limited to, financial statements, general ledgers, relevant accounting systems, medical and patientclient records, of INTERMEDIARY which such persons deem reasonablyCONTRACTOR that are directly pertinent to this Agreement, for the

purpose of responding to a ~~patient~~beneficiary complaint or~~,~~ conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. ~~The above mentioned~~Such persons~~,~~ may at all reasonable times~~,~~ inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

~~1. ADMINISTRATOR shall provide INTERMEDIARY with at least fifteen (15) calendar days notice of such inspection or evaluation; provided, however, that the California Department of Health Care Services, or duly authorized representative, which may include COUNTY, shall be required to provide at least seventy-two (72) hours notice for its onsite reviews and inspections. Unannounced inspections, evaluations, or requests for information may be made in those situations where arrangement of an appointment beforehand is not possible or inappropriate due to the nature of the inspection or evaluation.~~

~~2. INTERMEDIARY agrees, until three (3) years after the termination of the contract between COUNTY and the California Department of Health Care Services for Coverage Initiative Funding, to permit the California Department of Health Care Services, or any duly authorized representative, to have access to, examine, or audit any pertinent books, documents, papers and records (collectively referred to as "records") related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records.~~

~~a. If this Agreement is terminated prior to the termination of the contract between COUNTY and the California Department of Health Care Services, INTERMEDIARY shall ensure records are made available for a period of three (3) years from the date the last service was rendered under this Agreement.~~

~~b. If any litigation, claim, negotiation, audit or other action involving records has been started before the expiration of the three (3) year period, the related records shall be retained until~~ ~~#~~

~~completion and resolution of all issues arising thereto or until the end of the three (3) year period, whichever is later.~~

B. ~~INTERMEDIARY~~CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above~~-~~-mentioned persons adequate office space to conduct such evaluation ~~and monitoring. Such space must be capable of being locked and secured to protect the work of said persons during the period of their evaluation~~or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non~~-~~-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph ~~of this Agreement~~ or ~~may~~ direct ~~INTERMEDIARY~~CONTRACTOR to immediately implement appropriate corrective action. A plan of

corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by ~~INTERMEDIARY~~CONTRACTOR to COUNTY, or payment of sums due from COUNTY to ~~INTERMEDIARY~~CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from ~~INTERMEDIARY to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies, reduce any amount owed INTERMEDIARY by an amount not to exceed the reimbursement due COUNTY.~~CONTRACTOR to COUNTY, and such reimbursement

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is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Agreement.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XI. LICENSES AND LAWS

A. ~~INTERMEDIARY~~CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of ~~its~~the services hereunder~~,~~ and required by the laws, regulations~~, or~~ and requirements of the United States, the State of California, COUNTY, and ~~any~~all other applicable governmental agencies~~. INTERMEDIARY shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement~~.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

~~B. INTERMEDIARY shall comply with all applicable governmental laws, regulations, or requirements as they exist now or may be hereafter amended or changed, including, but not limited to the applicable terms and conditions of the contract between COUNTY and the California Department of Health Care Services relating to the provision of services reimbursed with Low Income Health Program~~

~~Funding.~~

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~~C. Enforcement of Child Support Obligations~~

1. ~~INTERMEDIARY~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of ~~the~~this Agreement:

a. In the case of an individual contractor, his/her name, date of birth, ~~Social Security~~social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that ~~INTERMEDIARY~~CONTRACTOR has fully complied with all applicable federal and ~~State~~state reporting requirements regarding its employees;

d. A certification that ~~INTERMEDIARY~~CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of ~~INTERMEDIARY~~CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all ~~Federal~~federal and ~~State~~state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement~~,~~; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

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3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XII LITERATURE ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIII. MAXIMUM OBLIGATION

~~A.~~ The ~~Total~~ Maximum ~~Obligations~~Obligation of COUNTY for services provided in accordance with this Agreement~~ and the separate Maximum Obligations for Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement except as allowed for in subparagraph B. below.~~

~~B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One and Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY~~ as specified in the Referenced Contract Provisions of this Agreement.

XIV. NONDISCRIMINATION

A. EMPLOYMENT

1. During the ~~performance~~term of this Agreement, ~~INTERMEDIARY~~CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of ~~their~~his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. ~~INTERMEDIARY shall warrant that the evaluation and treatment of employees and applicants for employment is free from discrimination in the areas of: employment, upgrade~~CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or

recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of thisthe Equal Opportunity Clauseclause.

25. All solicitations or advertisements for employees placed by or on behalf of INTERMEDIARYCONTRACTOR and its subcontractors/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirementrequirements shall be deemed fulfilled by use of the phrase "an equal opportunity employer."term EOE.

3. INTERMEDIARY shall give written notice of its obligations under this Equal Opportunity Clause to each6. Each labor union or representative of workers with which INTERMEDIARYCONTRACTOR and/or subcontractor has a collective bargaining agreement. or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES - INTERMEDIARY – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, color, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964, (42 U.S.C.A.USC §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A.USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by Statestate law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this Subparagraph B., "discrimination"Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

a1. Denying a client or potential client any service, benefit, or accommodation.

b//

2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.

~~c~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

~~d~~4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

~~e~~5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR~~2. Complaint Process – INTERMEDIARY~~ shall establish procedures for advising all clients through a written statement that ~~INTERMEDIARY's~~CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with ~~INTERMEDIARY,~~CONTRACTOR, subcontractor, and ADMINISTRATOR.

1. ~~, or~~ Whenever possible, problems shall be resolved informally and at the ~~U.S. Department~~point of ~~Health and Human Services' Office~~service. CONTRACTOR shall establish an internal informal problem resolution process for ~~Civil Rights. INTERMEDIARY's statement shall advise~~ clients ~~of~~ not able to resolve such problems at the ~~following:~~point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

~~a. In those cases where the client's complaint is filed initially with the Office for Civil Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request COUNTY to conduct the investigation.~~

~~b~~ 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal ~~with the Office for Civil Rights~~.

~~C.~~ D. PERSONS WITH DISABILITIES ~~– INTERMEDIARY agrees~~ – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 ~~U.S.C.A.~~USC 794 et seq., as implemented in 45 CFR 84.1 et~~.~~ seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~USC 12101~~,~~ et seq.),as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities~~,~~ in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. ~~D.~~ RETALIATION ~~–~~ Neither ~~INTERMEDIARY~~CONTRACTOR nor subcontractor, nor its employees or agents~~,~~ shall intimidate, coerce~~,~~ or take adverse action against any person for the purpose of interfering with rights secured by ~~Federal~~federal or ~~State~~state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by ~~Federal~~federal or ~~State~~state law.

~~E.~~ F. In the event of ~~noncompliance~~non-compliance with this paragraph or as otherwise provided by federal ~~or~~and state law, this Agreement may be canceled, terminated~~,~~ or suspended~~,~~ in whole or in part~~,~~ and ~~INTERMEDIARY~~CONTRACTOR or subcontractor may be declared ineligible for

~~future~~further contracts involving federal, state~~,~~ or county funds.

XV. NOTICES

A. ~~-~~Unless otherwise specified~~ in this Agreement~~, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When ~~delivered personally; or~~ written and deposited~~ 2. Three (3) calendar days from the date sent by certified or registered mail~~ in the United States ~~Postal Service, return receipt requested, postage prepaid, or~~ mail, first class postage prepaid~~,~~ and addressed as specified in the ~~Reference~~Referenced Contract Provisions of this Agreement~~; or~~ or as otherwise directed by ADMINISTRATOR;

~~3~~2. When faxed, transmission confirmed;~~ or~~

~~4~~3. When sent by ~~electronic mail~~Email; or

~~5~~4. When ~~delivered~~accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified in the ~~Reference~~Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when ~~delivered~~accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery ~~services~~service.

C. ~~INTERMEDIARY~~CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of ~~INTERMEDIARY~~CONTRACTOR.

D. ~~D. Any party to this Agreement may change the address at which it wishes to receive notice by giving notice to the other party in the manner set forth above.~~ For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XVI. NOTIFICATION OF DEATH~~RECORDS MANAGEMENT AND MAINTENANCE~~

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time

limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XVIII. RECORDS MANAGEMENT AND MAINTENANCE ~~A. INTERMEDIARY~~

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

~~B. INTERMEDIARY shall maintain adequate records in sufficient detail to permit an evaluation of funds received in relation to claims paid.~~

B. CONTRACTOR ~~C. INTERMEDIARY shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies (see COUNTY HIPAA P&P 1-2). INTERMEDIARY shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.~~

~~D. Patient records provided to INTERMEDIARY in support of services as specified herein shall be~~

~~maintained in a secure manner. INTERMEDIARY shall maintain patient records and must establish and implement written record management procedures.~~

~~E. INTERMEDIARY may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, INTERMEDIARY shall, in the event of an audit or site visit:~~

~~1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.~~

~~2. Provide auditor or other authorized individuals access to documents via a computer terminal.~~

~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.~~

~~F. INTERMEDIARY~~ shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

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~~#~~

~~G. INTERMEDIARY~~ C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. ~~H. INTERMEDIARY shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). INTERMEDIARY shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:~~

~~1. The medical records and billing records about individuals maintained by or for a covered health care Provider;~~

CONTRACTOR ~~2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or~~

~~3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.~~

~~I. INTERMEDIARY shall ensure compliance with requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"). INTERMEDIARY shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by INTERMEDIARY, notify ADMINISTRATOR of such breach by telephone and email or facsimile.~~

~~J. INTERMEDIARY may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. INTERMEDIARY shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.~~

~~K. INTERMEDIARY shall retain all participant, client and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.~~

~~L. All financial records connected with the performance of this Agreement shall be retained by INTERMEDIARY for a period of seven (7) years after termination of this Agreement.~~

~~M. INTERMEDIARY~~ shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

~~N~~F. If ~~INTERMEDIARY~~CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to ~~INTERMEDIARY~~CONTRACTOR to maintain records in a single location, identified by ~~INTERMEDIARY~~CONTRACTOR.

G. CONTRACTOR~~ O. INTERMEDIARY~~ may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

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~~P. INTERMEDIARY~~ H. CONTRACTOR shall ~~direct all requests which are determined by INTERMEDIARY to be Public Record Act (PRA) requests to~~ notify ADMINISTRATOR~~. INTERMEDIARY shall comply with~~ of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR ~~instructions in providing~~ all information that is requested by the PRA request.

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XIX~~.~~. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

XX. RIGHT TO WORK AND MINIMUM WAGE LAWS

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and

State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it exists or may hereafter be amended.

XXI. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any ~~party,~~ person or circumstances to be invalid or if any provision of this Agreement contravenes any ~~Federal, State,~~federal, state or ~~County~~county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of ~~the Agreement are severable, unless to do so would defeat an essential business purpose of this Agreement~~this Agreement are severable.

XXII. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.

5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making

salary advances or giving bonuses to CONTRACTOR's staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Funding travel or training (excluding mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. ~~.~~Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

XXIII. STATUS OF PARTIES

~~Each party~~CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. ~~Each party~~CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by ~~that party~~CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer ~~or~~and employee, or principal and agent, between COUNTY and ~~INTERMEDIARY~~CONTRACTOR or any of ~~either party's~~CONTRACTOR's employees, ~~agent~~agents, consultants, or subcontractors. ~~Each party~~CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their ~~employment.~~

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employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXIV. ~~TERM~~TERM

A. The term of this Agreement shall commence ~~and~~as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, ~~the parties~~CONTRACTOR shall ~~continue~~

~~to~~ be obligated to ~~comply with the requirements and~~ perform ~~the~~such duties ~~specified in~~as would normally extend beyond this ~~Agreement~~term, including~~,~~ but not limited to, obligations with respect to ~~claims processing, reimbursement, reporting~~confidentiality, indemnification, audits, reporting and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXV. TERMINATION

A. Either party may terminate this ~~entire~~ Agreement, without cause, upon ~~one-hundred-eighty (180~~sixty (60) calendar days written notice given the other party.

B~~ B. ADMINISTRATOR, at its sole discretion, may terminate any program or specific service funded through this Agreement without cause upon one-hundred-eighty (180) calendar days written notice.~~

~~C~~. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. ~~either party~~COUNTY may terminate this Agreement immediately, upon ~~thirty (30) calendar days~~ written notice ~~given~~, on the ~~other for material breach~~occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, ~~the allegedly breaching party has been given notice setting forth the facts underlying the claim that breach of this Agreement has occurred, and has failed to cure the alleged breach within thirty (30) calendar days. Reimbursement to INTERMEDIARY shall be adjusted to an amount consistent with the reduced term and/or the terminated program services of the~~COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

~~D. Neither party shall be liable nor deemed to be in default for any delay or failure in performance~~

~~under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or suppliers, vandalism, strikes or other work interruptions by a party's officers, agents, employees, affiliates, or subcontractors, or any similar cause beyond the reasonable control of any party to this Agreement. However, all parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.~~

D. ~~E. If a court of competent jurisdiction determines that Eligible Persons are fully covered by the State Medi-Cal Program, or any other State program, all obligations and rights related to such persons under this Agreement shall be suspended while such court order is effective, and COUNTY shall have the right to terminate this Agreement upon thirty (30) calendar days prior written notice and without any cure period. In the event of any suspension or termination pursuant to this Agreement, deposits of Funding and reimbursement to any party shall be adjusted to reflect the obligations and duties thereby reduced.~~

~~F.~~ CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:

a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

~~G~~E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

~~H~~F. In the event this Agreement is terminated by either party~~, after receiving a Notice of Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an

orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. ~~I~~To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVI. THIRD PARTY BENEFICIARY

~~No~~Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any ~~patients~~clients provided services ~~hereunder~~pursuant to this Agreement.

XXVII. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by ~~INTERMEDIARY~~CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by ~~INTERMEDIARY~~CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by ~~INTERMEDIARY~~CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

ADVANCED MEDICAL MANAGEMENT, INC.

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____
HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____
DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer

or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ~~HCA~~ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
FISCAL INTERMEDIARY SERVICES
~~FOR PUBLIC HEALTH PROGRAMS~~
BETWEEN
COUNTY OF ORANGE
AND
ADVANCED MEDICAL MANAGEMENT, INC.
JULY 1, ~~2012~~2015 THROUGH JUNE 30, ~~2014~~2016

~~The PHMS~~ Public Health Services (PHS) is responsible for the monitoring and treatment of communicable diseases, which ~~is~~are primarily human immunodeficiency virus (HIV) and Tuberculosis (TB~~.~~) Programs. The COUNTY is contracting with ~~INTERMEDIARY~~CONTRACTOR for processing and payment of claims for PHS patients referred to private hospitals and physicians for follow-up care at rates negotiated by the Health Care Agency (HCA~~.~~). While it is anticipated that the majority of claims submitted would be for the treatment of communicable diseases, it is possible that other ~~Public Health~~public health medical care and treatment (e.g., minors requiring evidentiary examinations and State hospital patients requiring medical care~~), as approved by HCA PHMS), may also be authorized for claims reimbursement.~~) may also be authorized for claims reimbursement. ADMINISTRATOR shall provide program management oversight of the PHS Programs, including appropriate program administration, coordination, planning, evaluation, financial and contract monitoring, public information and referral, standards assurance, and review and analysis of data gathered and reported.

I. DEFINITIONS

The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

~~I. DEFINITIONS~~

~~The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.~~

~~A. Liaison (Hospitalist/Physician) Services: Enhanced coordination of physician care and improved communication with attending physicians.~~

~~B~~ A. Inpatient Services: All Medical Services including Critical Care, Non-Critical Care, and Isolation Services, which are provided by ~~CONTRACTOR~~Provider to patients receiving treatment that requires a hospital stay, excepting Physician Services, pursuant to the Agreement.

~~C~~B. Medical Services: Any authorized service or exam deemed medically necessary to protect life or prevent significant disability, and/or to diagnose and treat illness or injuries which require treatment

to prevent serious deterioration of health.

~~D~~C.Outpatient Services: All Medical Services including emergency room, specialty, and diagnostic services, which are provided by ~~CONTRACTOR~~Provider to patients receiving treatment that does not require a hospital stay, excepting Physician Services, pursuant to the Agreement. Outpatient Services may include but not be limited to facility services

~~E~~D. Physician Services: All Medical Services, which are provided by a licensed physician, including supervision of interns and residents.

~~F~~//

E. Provider: ~~The Regents of~~A medical services provider for the ~~University of California~~COUNTY. For this Agreement, a ~~Constitutional Corporation, on behalf of~~provider may be UC Irvine Healthcare~~, its physicians,~~ (UCI), a physician, a contract ~~physicians,~~ physician, and/or may include but not be limited to any other entity or organization providing medical services ~~providers as~~ agreed to by ~~Provider and ADMINISTRATOR~~the COUNTY.

~~G~~F. Public Health Patients:

1. Persons referred to Provider by ADMINISTRATOR, including those with a confirmed or suspected communicable disease, and adult mental health persons needing medical care.

2. Inpatient(s) with no other source of payment who, at the time Provider proposes to discharge the person, ADMINISTRATOR determines public health considerations require that the patient remain in the hospital and denies approval of the discharge. COUNTY financial responsibility shall commence on the date ADMINISTRATOR denies approval of the discharge.

H. TAR/Prior-Authorizations: A written or electronic request from ADMINISTRATOR to a Provider authorizing ~~Medical Services~~medical services for Public Health ~~Patients~~patients.

I. Usual and Customary Charge: The amount which Provider normally or usually charges the majority of its patients for a specified type of service, including the types of ~~Medical Services~~medical services provided hereunder.

II. ~~PROVIDER OBLIGATIONS~~SERVICES

A. ~~Provider~~CONTRACTOR shall provide ~~authorized Medical Services, including Inpatient, Outpatient, and Liaison (Hospital/Physician) Services to Public Health Patients as provided for in a separate agreement with The Regents of the University of California, a Constitutional Corporation, on Behalf of UC Irvine Healthcare for the period July 1, 2012 through June 30, 2014, as it now exists or may hereafter be amended.~~

Fiscal Intermediary ~~B. Provider shall provide~~ services ~~pursuant to the agreement in a manner that is culturally and linguistically appropriate for the population(s) served. Provider shall maintain documentation of such efforts which may include, but not be limited to: records of participation in~~ on behalf of Providers and the COUNTY ~~sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and~~

~~descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.~~

~~C. Provider shall ensure Public Health Patients are discharged or transferred to another facility, as medically and public health appropriate, in a timely manner. Provider recognizes that transfers to other facilities are subject to acceptance by the receiving facility.~~

. CONTRACTOR~~III. INTERMEDIARY OBLIGATIONS~~

~~A. INTERMEDIARY shall perform as fiscal intermediary on behalf of Provider, and COUNTY. INTERMEDIARY~~ shall reimburse ~~Provider~~Providers for claims on behalf of PHS submitted in accordance with this Exhibit A to the Agreement and ~~PHMS Program~~PHS Guidelines.

B. During the term of ~~this~~the Agreement, and for such time thereafter as required by the Agreement, ~~INTERMEDIARY~~CONTRACTOR shall perform the Fiscal Intermediary services herein including, but not limited to, the following:

1. Receiving, compiling, preserving, and reporting information and data~~.~~; and

~~2. Providing a process for Provider and patient appeals of denied services.~~

~~3~~2. Receiving, maintaining, collecting, and accounting of Funds~~.~~; and

~~4~~3. Reimbursing claims and making other required payments.

C. ~~C. INTERMEDIARY shall establish a separate interest-bearing Fiscal Intermediary Account, hereinafter referred to as "Account", for each period of the Agreement, to be used exclusively for the administration and reimbursement of claims submitted by Provider in the aforementioned agreement between the County and Provider.~~

~~D. Except as otherwise provided herein, the Account shall not exceed a maximum of two hundred five thousand five hundred dollars ($205,500) during any forty-five (45) day period and shall be managed so as to maximize the interest earned upon Funds in the Account. Upon written request of INTERMEDIARY, and at ADMINISTRATOR's sole discretion, the maximum may be modified.~~

~~E. If INTERMEDIARY determines that the fees to maintain an interest-bearing Account is more than projected interest to be earned, INTERMEDIARY shall recommend to ADMINISTRATOR that such funds be maintained in a non-interest-bearing Account. Approval of the recommendation shall be at the sole discretion of ADMINISTRATOR.~~

~~F. Throughout the term of the Agreement, INTERMEDIARY shall deposit all payments from the COUNTY for PHMS into the Account for reimbursement of PHMS claims submitted by Provider. Unspent funds for any FY will be applied to the following FY or, if the Agreement is not renewed, returned to COUNTY.~~

CONTRACTOR shall receive approximately 1600 PHS claims.

D. CONTRACTOR shall review ~~1. For each period of the Agreement, INTERMEDIARY shall submit an appropriate initial invoice for a provisional amount of two hundred five thousand five hundred dollars ($205,500), and upon receipt of funds shall immediately deposit~~

~~funds into the Account.~~

~~2. INTERMEDIARY shall use its best efforts to submit invoices to ADMINISTRATOR no later than two (2) business days following INTERMEDIARY's check run, unless otherwise agreed to by ADMINISTRATOR and INTERMEDIARY, and payments to INTERMEDIARY should be released by COUNTY no later than twenty-one (21) calendar days after receipt of a correctly completed invoice form; provided, however that the aggregate of all payments for claims shall not exceed the available aggregate funding of five hundred fifty-nine thousand five hundred fifty-three dollars ($559,553) for Period One and Period Two.~~

~~G. For the PHMS program, INTERMEDIARY is anticipated to receive approximately 450 PMHS claims for each period of the Agreement from Provider as necessary and appropriate to provide the needed level of care.~~

~~1. INTERMEDIARY is responsible for reviewing~~ all claims to ensure that ~~COUNTY~~ ADMINISTRATOR's responsibility for the patient has been verified.

E. ~~2. COUNTY~~ ADMINISTRATOR shall ensure that the responsibility of care for the patient is verified with a signed TAR/Prior-Authorization, or certification ~~by HCA~~to ensure that services were provided to a person for whom COUNTY is claiming medical responsibility.

~~3. Claims submitted after one hundred twenty (120) days from the date of service must have supporting documentation to indicate the claim was in a third-party payor's process and subsequently denied.~~

~~4. Claims submitted after two hundred seventy-four (274) days from the date of services shall be denied.~~

~~5. These timeframes are subject to change, at the sole discretion of ADMINISTRATOR.~~

~~6. Unless otherwise authorized by ADMINISTRATOR, INTERMEDIARY shall reimburse claims received on or after July 1, 2012, for each period, regardless of the date when services were provided. Claims received for services provided prior to this date shall be forwarded as directed by ADMINISTRATOR.~~

~~7. INTERMEDIARY~~F. CONTRACTOR shall process all correctly submitted claims from ~~Provider~~Providers for Inpatient, Outpatient, and Physician Services. All claims from ~~Provider~~Provider's shall include the following information:

1. Patient Name;
2. Date of Birth;
3. Medical Record Number;
4.~~ patient name, date of birth, Social Security number,~~ TAR/Prior-Authorization;
5.~~, date~~ Date of ~~service,~~ Service;
6. Service (number and type);
7. Diagnosis Code;
8.~~ of service, diagnosis code,~~ Usual and Customary Charges~~,~~; and,

9. Payment Denials (may include but not be limited to payment denials from private insurance ~~and~~or Medi-Cal ~~payment denials, when appropriate.~~)

~~a. All claims shall be submitted by Provider within one hundred eighty (180) calendar days of the dates of service provided, unless the delay is related to the third-party payer reimbursement and/or appeal process.~~

G. CONTRACTOR shall deny claims submitted by Providers ~~b. Claims submitted by Provider~~ more than one hundred eighty (180) calendar days after the dates of service provided, unless the delay is related to the third-party payer ~~reimbursement and/or appeal~~ process~~, will be~~ and subsequently denied.

~~c.~~ Claims submitted more than one hundred eighty (180) calendar days after the dates of service provided ~~shall~~must include supporting documentation ~~of~~to indicate the claim was in a third~~-~~-party payer reimbursement and/or appeal process ~~for said claims~~and subsequently denied.

~~8. INTERMEDIARY will~~ H. CONTRACTOR shall deny Provider claims submitted by UCI, if claims are submitted more than two hundred seventy-four (274) calendar days from the date of services. CONTRACTOR shall deny all other Provider claims after one hundred and eighty (180) calendar days from the date of services, unless otherwise directed by ADMINISTRATOR.

I. ADMINISTRATOR may modify claim submission timeframes at their discretion.

J. CONTRACTOR shall deny all claims that do not meet the conditions and requirements for claims submission, processing, and reimbursement.

K. CONTRACTOR shall only pay claims submitted by authorized medical providers for services specifically pre-authorized by the ADMINISTRATOR. Pre-authorizations will be sent to the CONTRACTOR by the ADMINISTARTOR using a mutually agreed upon means.

L. CONTRACTOR shall pay each ~~9. INTERMEDIARY shall pay~~ Provider within forty-five (45) business days after receipt of claims, invoices, and documentation specified above, unless otherwise authorized by ~~ADMISTRATOR~~ADMINISTRATOR.

M. CONTRACTOR ~~H. Based on claims submitted by Provider for each period of the Agreement, INTERMEDIARY~~ shall process the claims and reimburse each Provider for the services provided on a bi-weekly basis ~~as follows~~; provided, however the total of all payments to ~~INTERMEDIARY~~CONTRACTOR does not exceed ~~COUNTY's~~the Maximum Obligation for claims as specified in subsection ~~III.F.2~~V.A.1 of this Exhibit A to the Agreement.

1. Inpatient Services (Critical Care, Non-Critical Care, and Isolation Services~~),~~) shall be reimbursed at ~~22.76%~~a percentage of billed Usual and Customary Charges~~,~~ as ~~reported to the Office of Statewide Health Planning~~negotiated and ~~Development.~~summarized in writing by ADMINISTRATOR.

2. Outpatient Services shall be reimbursed at ~~22.76%~~a percentage of billed Usual and Customary Charges~~,~~ as ~~reported to the Office of Statewide Health Planning~~negotiated and ~~Development.~~ summarized ~~3. Physicians Services at one hundred thirty percent (130%) of the current Medicare Area 126 Resource Based Relative Value Scale fee schedule for all physician services except~~

~~Anesthesia. The Anesthesia reimbursement rate shall be forty-five dollars ($45) per ASA Base unit.~~

~~4. Liaison (Hospitalist/Physician) Services at ten thousand dollars ($10,000) per quarter, not to exceed a total of forty thousand dollars ($40,000) for each Period of the Agreement. Reimbursement for Liaison Services shall be paid~~ in ~~arrears, after the end of the quarter services were provided.~~

~~I. INTERMEDIARY OBLIGATIONS set forth in this Exhibit A to the Agreement may be amended,~~writing by ~~mutual written agreement, between INTERMEDIARY and~~ ADMINISTRATOR. Outpatient Services may include Facility Services which shall be reimbursed at

~~IV. FUNDING AND PAYMENTS~~

~~A. For services provided in accordance with the Agreement for the Public Health Program, COUNTY shall reimburse INTERMEDIARY quarterly, in arrears, as follows; provided, however the total of all payments to INTERMEDIARY does not exceed COUNTY's Maximum Obligation for INTERMEDIARY for each Period as specified in the Referenced Contract Provisions section of the Agreement:~~

~~1. Period One – Five thousand dollars ($5,000) per quarter, up to~~ a ~~total maximum of twenty thousand dollars ($20,000):~~

~~July, August, and September, 2012~~	~~$5,000~~
~~October, November, and December, 2012~~	~~$5,000~~
~~January, February, and March, 2013~~	~~$5,000~~
~~April, May, and June, 2013~~	~~$5,000~~

~~2. Period Two – Five thousand dollars ($5,000) per quarter, up to a total maximum of twenty thousand dollars ($20,000):~~

~~July, August, and September, 2013~~	~~$5,000~~
~~October, November, and December, 2013~~	~~$5,000~~
~~January, February, and March, 2014~~	~~$5,000~~
~~April, May, and June, 2014~~	~~$5,000~~

~~B. INTERMEDIARY's invoice shall be on a form approved or supplied~~rate negotiated by the ADMINISTRATOR~~ and provide such information as is required by ADMINISTRATOR. INTERMEDIARY shall use its best efforts to submit invoices to ADMINISTRATOR no later than ten (10) calendar days following the quarter being invoiced by INTERMEDIARY, and payments to INTERMEDIARY should be released by COUNTY no later than twenty-one (21) days after receipt of the correctly completed invoice form.~~

~~C. All billings to COUNTY shall be supported, at INTERMEDIARY's facility, by source~~

~~documentation including, but not limited to, ledgers, books, and records of services provided.~~

~~D. COUNTY may withhold or delay any payment if INTERMEDIARY fails to comply with any provision of the Agreement.~~

~~E. COUNTY shall not reimburse INTERMEDIARY for direct services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.~~

~~V. COUNTY OBLIGATIONS~~

~~A. Throughout the term of the Agreement, ADMINISTRATOR shall provide oversight of the PHMS Program, including appropriate program administration, coordination, planning, evaluation, financial and contract monitoring, public information and referral, standards assurance, and review and analysis of data gathered and reported. Any administrative duty or obligation to be performed pursuant to the Agreement on a weekend or holiday may be performed on the next regular business day.~~

~~B. For each period of the Agreement COUNTY shall pay INTERMEDIARY, upon receipt of an appropriate invoice, an initial provisional payment of two hundred five thousand five hundred dollars ($205,500). Upon receipt of payment from COUNTY, INTERMEDIARY shall immediately deposit said funds into the Account.~~

~~C. Following the initial payment for each period of the Agreement, and upon receipt of appropriate invoices, ADMINISTRATOR shall pay INTERMEDIARY for services; provided, however that the aggregate of all payments for claims shall not exceed the available aggregate funding of five hundred fifty-nine thousand five hundred fifty-three dollars ($559,553) for Period One and Period Two.~~

~~D. Payments to INTERMEDIARY should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.~~

~~VI. REPORTS~~

~~A. INTERMEDIARY shall provide the following reports from information that can be extracted from the claims database. INTERMEDIARY shall provide these requested reports as well as respond to variations in various data elements of any of these reports if requested by ADMINISTRATOR.~~

~~1. Claims Detail Report: Alphabetical by patient name including date of birth; claim number; referral source; chart number; provider name; service type; date of service; length of stay, if applicable; amount billed, paid, and disallowed; ICD9/ICD10 and CPT/HCPCS codes; description of ICD9/ICD10 and CPT/HCPCS codes. (Monthly and Cumulative Year-to-Date)~~

~~2. Claims Summary Report: By referral source and grand total: number of inpatient days and amount paid; number of physician service days and amount paid; and number of outpatient service days and amount paid. (Monthly)~~

~~3. Claim Status Report: Alphabetical by patient name including date of birth; claim number; service type; date received; date adjudicated; claim status (pended, paid, denied); date paid; and~~

~~processing time. (Monthly)~~

~~4. Claim Status Summary Report: By month claim received (12-month period); number of claims received; number of claims rejected; number of claims in process; number of claims paid; number of claims denied: total claims finalized; percent claims processed; and grand totals, 12-month averages, and percentage of claims received for previous variables. (Monthly)~~

~~5. Fund Reconciliation Report: Beginning balance, statement end balance, and reconciliation report end balance for cleared, uncleared, and new transactions. For cleared transactions, reconciliation of funds paid to INTERMEDIARY by COUNTY, interest earned by the account, if any, disbursements paid by the fiscal intermediary to community providers, and refunds to INTERMEDIARY by community providers. For uncleared transactions, checks and payments prior to statement ending date. For new transactions, checks, payments and credits after statement ending date. (Monthly)~~

~~6. Account Statement: Copy of statement provided to INTERMEDIARY by the financial institution responsible for the PHMS account. (Monthly)~~

~~7. Ad-hoc Data Reports: INTERMEDIARY shall have a data system that is robust and flexible enough to respond to periodic ad-hoc data requests in as short amount of time as possible and with little or no additional financial burden to COUNTY. The ability of COUNTY staff to remotely access database information is highly desirable.~~

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3. Physicians Services shall be reimbursed at the rate negotiated by ADMINISTRATOR. The Anesthesia reimbursement rate shall be per ASA Base unit at the negotiated rate.

N. CONTRACTOR shall limit claims for medical care to those medical providers authorized by the ADMINISTRATOR.

O. ADMINISTRATOR shall provide CONTRACTOR with copies of all agreements with authorized Providers from whom CONTRACTOR may receive claims. Payments and reimbursement rates may vary among Providers. ADMINISTRATOR shall provide CONTRACTOR with copies of agreements or communicate the approved reimbursement rates with authorized Providers.

P. CONTRACTOR shall only reimburse Provider claims for services provided on or after the effective date of the Agreement. Claims received by CONTRACTOR for services provided prior to this date shall be forwarded to the ADMINISTRATOR. ADMINISTRATOR shall determine if claims prior to the contract period will be reimbursed and advise CONTRACTOR, in writing, of a decision.

Q. CONTRACTOR and ADMINISTRATOR shall conduct quarterly meetings or on an as needed basis.

R. CONTRACTOR shall provide adequately trained claims processing and clerical staff and suitable equipment.

S. CONTRACTOR shall apply usual and customary procedures and follow Medicare guidelines

for claims review.

T. CONTRACTOR shall submit within thirty (30) days of the start of the Agreement, a copy of CONTRACTOR's procedure for claim review. CONTRACTOR shall revise procedures for claims review within sixty (60) day notice by ADMINISTRATOR, unless allowed an extension by the ADMINISTRATOR.

U. CONTRACTOR shall perform periodic random claim file audits and provide results of audits to ADMINISTRATOR quarterly. ADMINISTRATOR, or its designee, shall perform random performance audits.

V. CONTRACTOR shall require all participating providers to submit claims for reimbursement together with supporting documentation identifying the patient, providing documentation of specific diagnostic and treatment services consistent with the subject of the claim, and accompanied by a TAR/Prior-Authorization and/or valid authorization number for services. Such claims shall also contain the Current Procedural Terminology/Health Care common Procedure Coding System (CPT/HCPCS) procedure codes for services claimed and the International Statistical Classification of Diseases and Related Health Problems, ninth edition diagnosis codes (ICD9) or the new ICD10 codes.

W. CONTRACTOR shall provide the following:

1.

~~VII. ADDITIONAL REQUIREMENTS~~

~~A. Data System – INTERMEDIARY~~Data System – CONTRACTOR shall have a rules-based and date sensitive automated claims system. The data system will be HIPAA compliant.

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2. Knowledge of Medicare and Medi-Cal Reimbursement – CONTRACTOR shall have knowledge of Medicare and Medi-Cal reimbursement. Rates negotiated by ~~HCA~~ADMINISTRATOR may be based on a percentage or factor of Medicare and/or Medi-Cal reimbursement. ~~Therefore, INTERMEDIARY shall have knowledge of Medicare and Medi-Cal reimbursement.~~

~~C~~ 3. Random Claim Audits – ~~INTERMEDIARY~~CONTRACTOR is required to perform monthly random claim file audits and make the result available to COUNTY staff. These random audits are not intended to replace any audits that may be conducted by COUNTY or other authorized personnel.

~~D~~ 4. Telephone Number(s) – ~~INTERMEDIARY~~CONTRACTOR shall maintain a telephone number dedicated to facilitating communication with providers submitting claims. If the fiscal intermediary does not have a location in Orange County, the number must be a toll-free number as, with rare exception, all providers submitting claims will be Orange County based service providers. ~~INTERMEDIARY~~CONTRACTOR shall be responsible for notifying providers of the phone number(s) and the hours of operation. This phone number may also be used by COUNTY staff and authorized patient representatives, including patients' attorneys, regarding charges and reimbursements for services

made by ~~INTERMEDIARY~~CONTRACTOR during the term of the Agreement.

5~~ E. Records Retention and Storage – INTERMEDIARY shall retain/maintain all records relating to patient care for a minimum of seven (7) years. INTERMEDIARY may, in fulfillment of its obligation to retain the financial and patient records as required by COUNTY, substitute photographs, microphotographs, or other authentic reproductions of such records acceptable to COUNTY, after #
two (2) years following the FY in which payment was made for the services, unless a shorter period is authorized by COUNTY.~~

~~F. Claims Processing – Claims to be reimbursed under this program will be sent to the following address:~~

~~1. Paper claims shall be submitted to the following address:~~

. Claims Processing – CONTRACTOR shall provide a physical address and e-mail address for submission of claims and correspondence by authorized providers. Addresses may be modified upon mutual written agreement between CONTRACTOR and ADMINISTRATOR:

Advanced Medical Management
County of Orange Public Health ~~Medical~~ Services Program
P.O. Box 3689
Long Beach, CA 90853

~~2.~~

Electronic claims may be submitted on CONTRACTOR's website: ~~https://amm.cc~~
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https://claims.amm.cc/Default.aspx

X. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

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III. PAYMENTS

A. Administration Payments

COUNTY shall, throughout the term of the Agreement, reimburse CONTRACTOR a negotiated rate of five thousand dollars ($5,000) quarterly, in arrears, for fiscal intermediary claims processing services on behalf of COUNTY'S PHS Program; provided, however the total of all payments to CONTRACTOR does not exceed COUNTY's Maximum Obligation for CONTRACTOR as specified in the Referenced Contract Provisions section of the Agreement.

B. Claim Payments

COUNTY shall, throughout the term of the Agreement, reimburse CONTRACTOR, on an actual cost basis, for actual claim costs of the PHS Program, in an amount not to exceed five hundred thousand dollars ($500,000), unless approved in advance by the ADMINISTRATOR.

C. Imprest Accounts

1. CONTRACTOR shall establish and maintain an interest-bearing Imprest Account, hereinafter referred to as "Account", to be used exclusively for reimbursement of claims submitted by Providers.

2. #
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CONTRACTOR shall submit to ADMINISTRATOR an appropriate initial invoice for claims costs for a provisional amount not to exceed three hundred thousand dollars ($300,000) during the first month of

services of the Program, unless approved in advance by the ADMINISTRATOR. Upon receipt of funds, CONTRACTOR shall immediately deposit funds into the Account. ADMINISTRATOR may modify the initial invoice amount at their discretion.

3. CONTRACTOR shall ensure, except as otherwise provided herein, the Account shall not exceed a maximum of three hundred thousand dollars ($300,000) during any forty-five (45) calendar days period and shall be managed so as to maximize the interest earned upon funds deposited in the Account. ADMINISTRATOR may modify the maximum Account balance at their discretion.

D. CONTRACTOR may request to the ADMINISTRATOR that funds be maintained in a non-interest-bearing Account(s) if it is determined that the fees to maintain an interest-bearing Account(s) are more than projected interest to be earned.

E. CONTRACTOR shall deposit all claims payments from ADMINISTRATOR, for the PHS Program, into the Account and reimburse Providers from this Account.

F. CONTRACTOR shall return to COUNTY all unspent claims funds and any interest earned, for each Program no later than one hundred and eighty (180) days after the end of the Fiscal Year or as directed by ADMINISTRATOR.

G. CONTRACTOR's invoice shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

H. CONTRACTOR shall use its best efforts to submit quarterly Administration Costs invoices to ADMINISTRATOR no later than twenty (20) calendar days following the quarter being invoiced by //

CONTRACTOR, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.

I. CONTRACTOR shall use its best efforts to submit Claims Cost invoices, for each Program, to ADMINISTRATOR no later than two (2) business days following CONTRACTOR's check run, unless otherwise agreed to by ADMINISTRATOR and CONTRACTOR.

J. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, and records of services provided.

K. COUNTY may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

L. COUNTY shall not reimburse CONTRACTOR for direct services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this

Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

V. REPORTS

A. CONTRACTOR shall provide monthly and/or quarterly program and administrative reports based on the needs of the program, including but not limited to the reports listed below. ADMINISTRATOR may request that reports be provided in an Excel format or other spreadsheet format. Reports must be password protected.

1. Claims Detail Report: Alphabetical by patient name including date of birth; claim number; referral source; unit number, chart number; provider name; service type; date of service; length of stay, if applicable; amount billed, paid, and disallowed; ICD9/ICD10 and CPT/HCPCS codes; description of ICD9/ICD10 and CPT/HCPCS codes. (Monthly and Cumulative Year-to-Date)

	BUDGET
ADMINISTRATION COST	$20,000
MAXIMUM OBLIGATION	$20,000

2. Claims Summary Report: By referral source, unit number and grand total: number of inpatient days and amount paid; number of physician service days and amount paid; and number of outpatient service days and amount paid. (Monthly)

3. Claim Status Report: Alphabetical by patient name including date of birth; claim number; service type; date received; date adjudicated; claim status (pended, paid, denied); date paid; and processing time. (Monthly)

4. Claim Status Summary Report: By month claim received (12-month period); number of claims received; number of claims rejected; number of claims in process; number of claims paid; number of claims denied: total claims finalized; percent claims processed; and grand totals, 12-month averages, and percentage of claims received for previous variables. (Monthly)

5. Fund Reconciliation Report: Beginning balance, statement end balance, and reconciliation report end balance for cleared, uncleared, and new transactions. For cleared transactions, reconciliation

of funds paid to CONTRACTOR by COUNTY, interest earned by the account, if any, disbursements paid by the fiscal intermediary to community providers, and refunds to CONTRACTOR by community providers. For uncleared transactions, checks and payments prior to statement ending date. For new transactions, checks, payments and credits after statement ending date. (Monthly)

6. Account Statement: Copy of statement provided to CONTRACTOR by the financial institution responsible for the PHMS account. (Monthly)

7. Ad-hoc Data Reports: CONTRACTOR shall have a data system that is robust and flexible enough to respond to periodic ad-hoc data requests in as short amount of time as possible and with little or no additional financial burden to COUNTY. The ability of COUNTY staff to remotely access database information is highly desirable.

8. Recovery Account Status Report: Recovery Account balance, listing refunding providers and origin of reimbursement resulting in refund; disbursements from Account. Contractor shall provide this report on a quarterly basis.

9. Denial Report: Alphabetical by patient name, including date of birth, authorization number, provider name, type of service, date of service, amount billed, amount paid, amount disallowed, ICD9 and CPT/HCPCS codes and reason for the denial. (Monthly and cumulative year to date)

10. Service Utilization Report: Same data as above except report by specific ICD9 and CPT/HCPCS codes and their descriptions and instead of a patient name, will include a patient identifier and/or chart number to support federal reporting requirements.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
FISCAL INTERMEDIARY SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ADVANCED MEDICAL MANAGEMENT, INC.
JULY 1, 2015 THROUGH JUNE 30, 2016

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B. below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications,

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and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY , 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 Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, 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.

3) A disclosure of PHI where CONTRACTOR or COUNTY 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. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

2) The unauthorized person who used the PHI or to whom the disclosure was made;

3) Whether the PHI was actually acquired or viewed; and

4) The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA 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.

10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

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11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

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a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph C.; or

b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a. above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed under Subparagraph E., below;

b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D. of this Business Associate Contract.

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5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.

b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including termination of employment where appropriate.

c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.

d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of

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COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.

b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.

e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) calendar or business days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) calendar or business days, preferably every sixty (60) calendar or business days. Passwords must be changed if revealed or compromised.

Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

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n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty four (24) hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI

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in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within twenty four (24) hours of the oral notification.

3. CONTRACTOR's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2. above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or

2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on

behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI 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 PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b. CONTRACTOR shall retain no copies of the PHI.

c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
FISCAL INTERMEDIARY SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ADVANCED MEDICAL MANAGEMENT, INC.
JULY 1, 2015 THROUGH JUNE 30, 2016

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or

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regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Subparagraph E. of the Business Associate Contract, Exhibit B to the Agreement; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be

complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract, Exhibit B to the Agreement.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

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