

AMENDMENT NO. 1 TO AGREEMENT A-11193

This Amendment No. 1 to Agreement A-11193 is made and entered into by and between the **COUNTY OF MONTEREY**, hereinafter referred to as COUNTY, and **ASPIRANET**, hereinafter referred to as CONTRACTOR.

Whereas COUNTY and CONTRACTOR have heretofore entered into Agreement A-11193 dated June 24, 2008 (Agreement) and;

Whereas the parties desire to amend the Agreement as specified below,

1. Extend Agreement A-11193 for 6 months from July 1, 2009 to December 31, 2009.
2. Increase funding for the Wraparound Program for the period July 1, 2009 to December 31, 2009.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A of Agreement A-11193 is replaced with Amendment 1 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment 1 to EXHIBIT A.
2. EXHIBIT B of Agreement A-11193 is replaced with Amendment 1 to EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment 1 to EXHIBIT B.
3. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT B, subject to the limitations set forth in this Amendment 1 to Agreement A-11193. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **\$1,055,387**.
4. The effective date of this Amendment is **July 1, 2009** and shall remain in effect until **December 31, 2009**.

All other terms and conditions of Agreement A-11193 shall remain in full force and effect.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-11193 as of the day and year written below.

COUNTY OF MONTEREY:

AspiraNet

By: Mike Derr, Contracts/Purchasing Manager

AspiraNet

Date: _____

By: [Signature]
Len Foster, Director of Health

By: Vernon McFarland-Brown, MA, CEO

Date: 6/30/09

APPROVED AS TO FORM

[Signature], CEO
Name and Title

By: [Signature]
Stacy L. Saetta, Deputy County Counsel

Date: 5/5/09

Date: 5/13/09

APPROVED AS TO FISCAL PROVISIONS¹

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

By: [Signature]
Gary Giboney, Auditor/Controller

[Signature] CFO
Name and Title

Date: 5-13-09

RISK MANAGEMENT
COUNTY OF MONTEREY

Date: May 5, 2009

APPROVED AS TO PROVISIONS²

INSURANCE LANGUAGE

By: [Signature]
Steven Mauck, Risk Management

Date: 5-22-09

APPROVED AS TO CONTENT:

By: [Signature]
Wayne Clark, Behavioral Health Director

Date: 05/07/09

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.

¹ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

² Approval by County Counsel is necessary only if changes are made to the standard provisions of the MHSA.

AMENDMENT 1 TO EXHIBIT A PROGRAM DESCRIPTION

PROGRAM DESCRIPTION

I. IDENTIFICATION OF CONTRACTOR

AspiraNet
43 East Romie Lane
Salinas, CA 93901
755-7870 phone
755-7875 fax

II. INCORPORATION STATUS

501(c)(3) Nonprofit Organization

III. LEGAL STATUS

Voluntary or juvenile dependents (W&I Code, 300 et. seq.) or wards (W&I Code, 602 et. seq.).

IV. PROGRAM NARRATIVE

The purpose of this agreement is to provide intensive wraparound services to eligible Monterey County foster, probation, special education and at-risk youth. Wraparound services are defined as community-based intervention services that emphasize the strengths of the child and family, and include the delivery of coordinated, highly individualized unconditional services to address needs and achieve positive outcomes in their lives.

V. PROGRAM GOAL

- A To provide children and their families a service alternative to group home care through the development of family-based services.
- B To provide services that are individualized to build on the strengths of each eligible child and family and are tailored to address their unique and changing needs.
- C To develop all plans through a Child and Family Team.

VI. SERVICE OBJECTIVES

- A To provide mental health, case management, and crisis intervention services necessary to develop and implement the Child and Family Plan.
- B To provide mental health, case management, and crisis intervention services, which support the child in remaining in his/her own home or alternative family-like setting.
- C To link clients to services and help them navigate community resources that will build supportive client family relationships and develop interpersonal skills as well as skills to increase individual capacities.

VII. TREATMENT SERVICES

- A Mode of Service: Outpatient Services.
- B Contracted units of service by type: There is no limitation on units of service or the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIII, Annual Cost Report.
- C Delivery Site: 43 East Romie Lane, Salinas, CA 93901
- D Hours of Operation: Services will be seven days a week, 24 hours a day by appointment or on call for crisis intervention or other emergencies.

VIII. POPULATION TO BE SERVED

The target population for this agreement is 18 eligible Monterey County children. "Eligible child" means any of the following:

- A A child who has been adjudicated as either a dependent or ward of the juvenile court pursuant to Welfare & Institutions Code Section 300 or 602, and who would be placed in a group home licensed by the State at a rate classification level (RCL) of 10 or higher.
- B A child who has been adjudicated as either a dependent or ward of the juvenile court pursuant to Welfare & Institutions Code Section 300 or 602, and is currently placed in a group home licensed by the State at a rate classification level (RCL) of 10 or higher and is identified as appropriate to transition into family home care.
- C Would be voluntarily placed in out-of-home RCL level 10 or above group care pursuant to Section 7572.5 of the Government Code.
- D A child who has been described by the special education process to be in need of therapeutic, residential treatment in order to meet his or her educational needs and other less intensive services will not adequately meet the child and family's mental health needs".

X. ELIGIBILITY

Monterey County youth who are identified within the population to be served as noted above have full scope Medi-Cal and have been screened and approved by the Interagency Referral Team. Youth placed voluntarily pursuant to Section 7572.5 of the Government Code who do not have Medi-Cal may be eligible if wrap services are delineated in the youth's Individualized Education Plan (IEP).

XI. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

Potential referrals will be screened by the Interagency Referral Team to insure that youth meet criteria for admission to the program and that family has given preliminary agreement to participate in Wraparound services.

XII. CLIENT DESCRIPTION / CHARACTERISTICS

Boys and girls ages 3 – 18 years with:

- A Severe emotional and behavioral disturbances; and
- B Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment in two of the following areas:
 - 1. Self care

2. Family relationships
 3. Ability to function in the community
 4. Ability to function in school
- C Has been placed out of the home or expected to be placed out of the home

XIII. MEETINGS/COMMUNICATIONS

The primary contact for the **COUNTY** shall convene a monthly meeting of the Administrative Oversight Team (AOT), which will be co-chaired by a contract administrator for the **COUNTY** and the **CONTRACTOR**. This meeting will include representation of all wraparound **CONTRACTORS** along with appropriate **COUNTY** representation. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. These meetings will also address maximization of sound internal processes to maintain fidelity to the wraparound model. The AOT does not have the authority to authorize changes requiring a contract amendment. The AOT monthly meeting shall occur in conjunction with the first Wraparound Community Team Meeting of each month. A separate agreed upon agenda shall be distributed and followed for these meetings.

XIV. DESIGNATED CONTRACT MONITOR

Thomas S. Berg
Behavioral Health Division, Children's Services Manager
1000 South Main Street, Suite 210B
Salinas, CA 93901
(831) 784-1513

AMENDMENT 1 TO EXHIBIT B PAYMENT PROVISIONS

EXHIBIT B: PAYMENT PROVISIONS

I. PAYMENT TYPE

Cost Reimbursed (CR) up to the maximum Agreement amount.

II. PAYMENT CONDITIONS

- A In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey's Behavioral Health Division. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the Behavioral Health Division no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services.
- B If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- C COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by the COUNTY.
- D If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within 20 days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
- E If, as of the date of signing this Agreement, CONTRACTOR has already received payment from the County for services rendered under this Agreement, such amounts shall be deemed to have been paid out under this Agreement and shall be counted towards County's maximum liability under this Agreement.
- F Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with

its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

III. PAYMENT RATE

CONTRACTOR will charge for its services at a rate not to exceed the Service Schedule of Reimbursement below. All services will be reimbursed at the State Maximum Allowable (SMA) rate for Fiscal Year 2009-10 as set forth by the State of California.

IV. MAXIMUM OBLIGATION OF COUNTY

A Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$1,055,387 for services rendered under this Agreement.

B Maximum Annual Liability:

AspiraNet FY 2008-09 Contract Services					
Service Description	Mode of Service	Service Function Code	Total Contracted Units of Service	FY 2008-09 Estimated Rate of Reimbursement per Unit	FY 2008-09 Contract Amount
Wraparound Services:			Not to Exceed	X SMA	\$655,387
Brokerage (Minutes)	15	1			
Collateral (Minutes)	15	10			
Assessment/Evaluation (Minutes)	15	30			
Crisis Intervention (Minutes)	15	70			
Rehabilitation (Minutes)	15	45			
Plan Development (Minutes)	15	45			
TOTAL MAXIMUM LIABILITY					\$655,387

AspiraNet (July 1, 2009 to December 31, 2009) FY 2009-10 Contract Services					
Service Description	Mode of Service	Service Function Code	Total Contracted Units of Service	FY 2009-10 Estimated Rate of Reimbursement per Unit	FY 2009-10 Contract Amount
Wraparound Services:			Not to Exceed	X SMA	<u>\$400,000</u>
Brokerage (Minutes)	15	1			
Collateral (Minutes)	15	10			
Assessment/Evaluation (Minutes)	15	30			
Crisis Intervention (Minutes)	15	70			
Rehabilitation (Minutes)	15	45			
Plan Development (Minutes)	15	45			
TOTAL MAXIMUM LIABILITY					<u>\$400,000</u>

C COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.

D If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

V. PAYMENT METHOD

A County will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement, as hereinafter set forth.

B CONTRACTOR will submit a monthly claim for services rendered to:

Monterey County Health Department
 Behavioral Health Division
 1270 Natividad Road, Room 200
 Salinas, CA 93906
ATTN: Accounts Payable

EXHIBIT G
BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as “**Agreement**”, is made effective **July 1, 2009** by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as “**Covered Entity**”, and **AspiraNet** hereinafter referred to as “**Business Associate**”, (individually, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act (“CMIA”), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the “Service Agreement” and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and California law and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments

to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

Business Associate acknowledges that the Health Department has established a Corporate Compliance Program, and under this program the Health Department has developed a Code of Conduct Manual to provide guidance in the ethical and legal performance of our professional services. Business Associate further agrees to abide by all principles stated in the Code of Conduct while conducting business with the Health Department. A copy of the Code of Conduct & Principles of Compliance is available upon request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:
COUNTY OF MONTEREY

BUSINESS ASSOCIATE:
ASPIRANET

By: _____
Len Foster, Director of Health

By: 
Vernon McFarland-Brown, MA, CEO

Date: _____

Date: 4/28/09