

33184

DEPARTMENT OF PUBLIC HEALTH
CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND
RETENTION SERVICES
Amendment Number 15

THIS AMENDMENT is made and entered into this April day
of 30th, 2020,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CITY OF LONG BEACH DEPARTMENT
OF HEALTH AND HUMAN SERVICES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Children's Health Outreach, Enrollment, Utilization and Retention Services", dated June 4, 2013, and further identified as Contract No. PH-002508, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, County has been allocated additional funding from California Assembly Bill 74 (AB74) through the California Department of Health Care Services (CDHCS) Medi-Cal Eligibility Division to support the Medi-Cal Health Enrollment Navigators Project (Navigators Project); and

WHEREAS, on May 29, 2018, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract; and

WHEREAS, it is the intent of the parties hereto, to amend Contract to increase the maximum obligation of County for the period January 1, 2020 through June 30, 2020 to provide additional services, and make other hereafter designated

changes; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to incorporate additional screening that includes supporting clients with navigating California's complex healthcare system while allowing for the continuation of evidence-based CHOEUR programming that provides comprehensive and coordinated health coverage outreach, enrollment, utilization, and retention services to children and families under this Contract; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon execution for the term January 1, 2020 through June 30, 2020.

2. Subparagraph A of Paragraph 2, DESCRIPTION OF SERVICES, shall be deleted in its entirety and replaced as follows:

"A. Contractor shall provide services in the manner described in Exhibits A.3, A.4, A.5.1, A.6, A.7, A.8 and A.9 (Statements of Work), and Exhibits B-1, B-2.1, B-3.2, B-4, B-5, B-6.1, B-8, B-9, B-10, B-11 and B-12 (Scopes of Work), attached hereto and incorporated herein by reference."

3. Subparagraph K of Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced as follows:

"K. Effective July 1, 2019 through June 30, 2020, the maximum obligation of County for all services provided hereunder shall not exceed One hundred seventy-four thousand, six hundred ninety-four dollars

(\$174,694). Of this amount, eighty thousand, seven hundred thirty-eight dollars (\$80,738) is allocated for the DMH-MHSA Prevention and Early Intervention Outreach services for the period July 1, 2019 through June 30, 2020, as set forth in Exhibit C-13, seventy-eight thousand, seventy-five dollars (\$78,075) is allocated for DHS Whole Person Care Outreach and Engagement services for the period July 1, 2019 through June 30, 2020, as set forth in Exhibit C-14, attached hereto and incorporated herein by reference, and fifteen thousand, eight hundred eighty-one dollars (\$15,881) is allocated for CDHCS Medi-Cal Health Enrollment Navigators Project services for the period January 1, 2020 through June 30, 2020, as set forth in Exhibit C-15, attached hereto and incorporated herein by reference."

4. Subparagraph C of Paragraph 13, INSURANCE COVERAGE REQUIREMENTS, shall be deleted in its entirety and replaced as follows:

"C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for

non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law."

5. Paragraph 14, RECORD RETENTION AND AUDITS, shall be revised to read as follows:

"14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract.

Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees

charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event,

Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental

Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller

General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance

review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for

stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may

be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract."

6. Paragraph 66, PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S), shall be added to the ADDITIONAL PROVISIONS to read as follows:

"66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor

shall notify any Subcontractors providing services under this Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement."

7. The "BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")" attachment to Amendment Number 1, shall be deleted in its entirety and replaced as "BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") – (REVISED)", attached hereto and incorporated herein by reference.

8. Exhibit A.9, Statement of Work, Medi-Cal Health Enrollment Navigators Project, shall be attached hereto and incorporated herein by reference.

9. Exhibit B-12, Scope of Work, Medi-Cal Health Enrollment Navigators Project, shall be attached hereto and incorporated herein by reference.

10. Exhibit C-15, Schedule, Medi-Cal Health Enrollment Navigators Project, shall be attached hereto and incorporated herein by reference.

11. Except for the changes set forth hereinabove, all terms and conditions of the Contract shall remain the same.


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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By 
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Contractor

By 
Signature

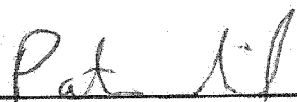
Thomas B. Modica
Printed Name


Title Acting City Manager
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By 
Patricia Gibson, Chief
Contracts and Grants Division

APPROVED AS TO FORM
March 25, 2020
CHARLES PARKIN, City Attorney
By 
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

DA#05155

MCAH CHOEUR PH- 002508-15

CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES

STATEMENT OF WORK

Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) Services

MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT (AB74)

Term: January 1, 2020 - June 30, 2020

1. DEFINITION

Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) are comprehensive programs that: develop and utilize a variety of techniques for health coverage outreach and enrollment; provide individual assessments of health coverage eligibility; develop and utilize a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and implement strategies to support health coverage retention. The delivery format of such programs may include but is not limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance with redetermination.

2. PERSONS TO BE SERVED

- A. CHOEUR services shall be provided in Los Angeles County.
- B. Contractor shall provide services to uninsured children, families and individuals in Los Angeles County who may be eligible for Medi-Cal, Healthy Kids and other no/low-cost health coverage programs (in accordance with Exhibit B-12, Scope of Work, attached hereto and incorporated herein by reference).
- C. CHOEUR services shall be provided to individuals who may be eligible for Medi-Cal, Healthy Kids or other no/low-cost health coverage programs who reside in the City of Long Beach within Los Angeles County.

3. SERVICE DELIVERY SITE(S)

Contractor's facility where services are to be provided hereunder is located at:

- 2525 Grand Avenue, Long Beach, CA 90815 (Greater Long Beach Area)

For purposes of this Contract, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to the Department of Public Health (DPH). Contractor shall request approval from DPH in writing a minimum of thirty (30) days before terminating services at such location and/or before commencing services at any other location.

4. SERVICES TO BE PROVIDED

- A. Contractor shall provide CHOEUR services in accordance with procedures

formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Contract. Additionally, Contractor shall provide such services as described in Exhibit B-12, Scope of Work, attached hereto and incorporated herein by reference.

- B. Contractor shall obtain written approval from DPH's authorized designee for all educational materials utilized in association with this Contract prior to its implementation.
- C. Contractor shall develop all publicity materials in a professional manner and submit for approval such materials to DPH at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, materials may include, but are not limited to, written educational materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).
- D. Failure of Contractor to abide by this requirement may result in termination for default as specified in Paragraph 47, TERMINATION FOR DEFAULT, of the ADDITIONAL PROVISIONS of this Contract.
- E. Contractor shall utilize funds received from County for the sole purpose of providing CHOEUR services in accordance with Exhibit C-15, Schedule.

5. STAFFING REQUIREMENTS

- A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Contract, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit B-12, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall maintain recruitment records, to include, but not be limited to:
1) job description of all positions funded under this Contract; 2) staff résumé(s);
3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with this Contract, if during the term of this Contract an executive director, program director, or a supervisorial position becomes vacant, Contractor shall notify DPH's authorized designee in writing prior to filling said vacancy.

6. STAFF DEVELOPMENT AND TRAINING

Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit B-12, Scope of Work, attached hereto and incorporated herein by reference.

- A. Contractor shall provide and/or allow access to ongoing staff development and training (for) of CHOEUR staff. Staff Development and training shall include, but not be limited to: DPH approved CORE Comprehensive Training for new staff and refresher training every two years thereafter, which includes training on Medi-Cal Programs, and periodic health coverage program reviews and updates.

- B. Contractor shall participate in annual hands-on Children's Health Outreach Initiatives (CHOI) online/webinar database system and forms training.
- C. Contractor shall maintain documentation of staff training in each employee file to include, but, not be limited to: 1) date, time, and location of staff training; 2) name of trainer and title, and training topic(s); 3) certification; and 4) names of attendees and titles.
- D. Contractor shall document training activities in the monthly report to DPH.

7. DPH CHOI DATA SYSTEM

Contractor shall enter data on program participants into the DPH Internet-based data tracking and reporting system. "Enter" is defined as directly entering required data elements into the DPH data system. Contractor/Subcontractor staff using the DPH CHOI data tracking and reporting system will be given a user identification and password to ensure the security of the system and the confidentiality of client records. In the event that an agency staff person terminates employment with the CHOEUR, Contractor/Subcontractor must delete the user account immediately. In the event that an agency staff person at the administrative level terminates employment with the CHOEUR, Contractor must contact DPH immediately so that DPH can delete this administrative account and assign a new administrative account.

8. PROPRIETARY CONSIDERATIONS

- A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this Contract may be used by either Contractor or County both during and subsequent to the term of this Contract.
- B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Contract. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

9. INVOICES

Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. Monthly invoices are due by the 15th calendar day of the following month.

10. REPORTS

Subject to the reporting requirements of Paragraph 40, REPORTS, of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

- A. Monthly Report: Contractor shall generate a monthly report using the DPH data system and submit this monthly report to DPH no later than fifteen (15) days after

the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by DPH or specified report as requested by DPH.

- B. Quarterly Reports: Contractor shall submit to DPH a quarterly report within the time period as directed for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.
- C. Annual Report: Contractor shall submit to DPH an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.
- D. Any additional reports as required by the Department of Health Care Services Medi-Cal Health Enrollment Navigators Project, if applicable.

11. ANNUAL TUBERCULOSIS SCREENING FOR STAFF

Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

12. QUALITY IMPROVEMENT PLAN

Contractor shall develop and submit to DPH within ninety (90) days of the execution of this Contract its written Quality Improvement Plan (QIP). The QIP shall describe a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.

13. MEDI-CAL ADMINISTRATIVE ACTIVITIES

Contractor shall perform Medi-Cal Administrative Activities (MAA) on behalf of Los Angeles County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include outreach, facilitating Medi-Cal application, and program planning and policy development. Contractor shall attend mandatory MAA time survey training sessions. Contractor shall complete and submit time surveys and maintain all records to support claim (e.g. CHOI forms, data system printouts, agendas, event summaries, and DPH approved outreach and health education materials) as required by DPH.

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: January 1, 2020 – June 30, 2020

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION						
<p>1.1 OUTREACH</p> <p>By June 30, 2020 for the Children's Health Outreach Initiatives (CHOI) – Medi-Cal Health Enrollment Navigators Project (Navigators Project), Contractor will have successfully engaged a minimum of 82 of the target population within the City of Long Beach through an outreach/in-reach contact.</p> <table><tr><th>Agency Name</th><th>Numbers</th></tr><tr><td>City of Long Beach</td><td>82</td></tr><tr><td>Total</td><td>82</td></tr></table> <p>"Successfully engaged" is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An "outreach or in-reach contact" is defined as speaking directly either in person or by telephone with a client or potential client(s) for at least eight (8) minutes to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (school staff, WIC sites, CBO staff, etc.). Contractor must ensure to not limit outreach activities within own agency/clinic but rather provide appropriate comprehensive outreach efforts outside of own agency to ensure that proposed geographic areas/SPA(s) are targeted accordingly and maximize all outreach opportunities to low income families and their children.</p>	Agency Name	Numbers	City of Long Beach	82	Total	82	<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Kids and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p>	<p>1.1a DPH letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly reports to DPH</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>
Agency Name	Numbers								
City of Long Beach	82								
Total	82								

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)
Term: January 1, 2020 – June 30, 2020

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Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPPI.									
MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION						
2.1 APPLICATION ASSISTANCE By June 30, 2020 for the CHOI Navigators Project, Contractor will have completed applications for a minimum of 28 clients within the City of Long Beach for Medi-Cal, Healthy Kids and other no/low cost plans. Contractor and subcontractor will also provide clients with screening and referrals to appropriate health programs or health agencies for substance abuse disorder services; mental health services; and federally-eligible Medi-Cal enrollees, and Whole Person Care Services. <table><tr><th>Agency Name</th><th>Numbers</th></tr><tr><td>City of Long Beach</td><td>28</td></tr><tr><td>Total</td><td>28</td></tr></table> "Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person, telephone assistance or electronic submission. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were unsuccessfully completed by another agency or DPSS. "Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. Healthy Way LA, CCS, Community Partners, Health Benefit Exchange, DPH, early detection programs, legal services for health issues, substance abuse disorder services, mental health services, federal Medi-Cal, etc.). Does not include referrals for shelter, food, and other non-direct medical needs.	Agency Name	Numbers	City of Long Beach	28	Total	28	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval.</p> <p>2.1b Conduct enrollment activities utilizing DPH approved client intake form.</p> <p>2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes.</p> <p>2.1d Develop, or review and revise, referral protocol and submit to DPH for approval.</p> <p>2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.</p>	<p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p>	<p>2.1a DPH letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request.</p> <p>2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted.</p> <p>2.1d DPH letters of approval on file.</p> <p>2.1e Maintain client intake forms with services/program referral information.</p>
	Agency Name	Numbers							
	City of Long Beach	28							
	Total	28							

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"Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person, telephone assistance or electronic submission. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were unsuccessfully completed by another agency or DPSS.

"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. Healthy Way LA, CCS, Community Partners, Health Benefit Exchange, DPH, early detection programs, legal services for health issues, substance abuse disorder services, mental health services, federal Medi-Cal, etc.). Does not include referrals for shelter, food, and other non-direct medical needs.

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)
Term: January 1, 2020 – June 30, 2020

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.2 By June 30, 2020, Contractor will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1. "Investigated enrollment status" is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS/IVR/IEVS). This objective documents agency effort to ascertain enrollment status. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.	2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval. 2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms. 2.2c Enter data from DPH approved forms into CHOI data system.	1/1/2020-6/30/2020 1/1/2020-6/30/2020 1/1/2020-6/30/2020	2.2a Letter(s) of DPH approval and materials will be kept on file. 2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file. 2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.
2.3 By June 30, 2020, Contractor will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1. This objective documents enrollment outcome. "Confirmed enrollment" is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.	2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form. 2.3b Enter data from DPH approved forms into CHOI database	1/1/2020-6/30/2020 1/1/2020-6/30/2020	2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file. 2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: January 1, 2020 – June 30, 2020

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.1 TROUBLESHOOTING ASSISTANCE By June 30, 2020 for the CHOI Navigators Project, Contractor will provide ongoing assistance to <u>46</u> clients experiencing problems with enrollment, utilizing benefits, or retention. <div style="display: flex; justify-content: space-between;"> <div> Agency Name City of Long Beach Total </div> <div> Numbers <u>46</u> 46 </div> </div>	<p>3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from DPH approved forms into CHOI database.</p>	<p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p>	<p>3.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.</p>
<p>3.2 By June 30, 2020, Contractor will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>"Ongoing assistance" is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p> <p>"Offer utilization assistance" is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.2b Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c Enter data from DPH approved utilization forms into DPH CHOI database.</p>	<p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p>	<p>3.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.2b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2c DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.</p>

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)
Term: January 1, 2020 – June 30, 2020

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
 Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.1 By June 30, 2020, Contractor will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled. "Offer redetermination assistance" is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.	4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval. 4.1b Conduct redetermination assistance and document results on redetermination forms using the appropriate codes. 4.1c Enter data from DPH approved redetermination forms into CHOI database.	1/1/2020-6/30/2020 1/1/2020-6/30/2020 1/1/2020-6/30/2020	4.1a Letter(s) of DPH approval and materials will be kept on file. 4.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via CHOI database. 4.1c CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: January 1, 2020 – June 30, 2020

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
 Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION						
4.2 REDETERMINATION ASSISTANCE By June 30, 2020, Contractor will provide redetermination assistance to: 1. Clients who submitted their original application elsewhere, but have requested redetermination assistance from Contractor and/or 2. Clients who submitted their original application with the Contractor and have already renewed that coverage at least one time since their original enrollment confirmation date. By June 30, 2020 , for the CHOI Navigators Project, Contractor will provide redetermination and renewal assistance to 64 clients needing assistance with their renewal/redetermination documents. <table><tr><td>Agency Name</td><td>Numbers</td></tr><tr><td>City of Long Beach</td><td>64</td></tr><tr><td>Total</td><td>64</td></tr></table> "Provide redetermination assistance" is defined as helping clients to complete health insurance re-certification/renewal paperwork.	Agency Name	Numbers	City of Long Beach	64	Total	64	4.2a Conduct redetermination assistance and document on DPH approved Intake Form into CHOI database. 4.2b Enter data from CHOI approved Intake Form into CHOI database data system.	1/1/2020-6/30/2020 1/1/2020-6/30/2020	4.2a Completed forms will be kept on file. 4.2b CHOI data system will be queried to generate number of "non-agency" clients receiving redetermination assistance in monthly reports submitted to DPH.
	Agency Name	Numbers							
City of Long Beach	64								
Total	64								

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: January 1, 2020 – June 30, 2020

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: **All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.1 By June 30, 2020, Contractor will have a minimum of 65% retention rate at 14 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p>"Retention rate" is defined as the number of clients who are still enrolled 14 months after submission of application. "Sample" is defined as a subset of clients who applied over a defined period (month and guidelines to be determined by DPH) who are contacted by Contractor 14 months later to determine enrollment status.</p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval</p> <p>5.1b Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to DPH.</p>	<p>1/1/2020-6/30/2020</p> <p>DPH will determine the date to conduct the 14-month Retention Survey</p>	<p>5.1a Letters of DPH approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to DPH as required.</p> <p>5.1c DPH will compute contractor retention rate and report summary of results to Contractor.</p>
<p>6.1 By June 30, 2020, Contractor will enter data on program participants into CHOI database system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p><i>Please note: For clients assisted through various funds, Contractor will enter data in the CHOI database system under the appropriate Funding Sources.</i></p> <p>"Enter data" is defined as directly entering required data elements into the DPH web-based data system available to all contractors.</p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff are trained on data entry AND participate in all DPH required and uninitiated data meetings, updates, and discussions.</p> <p>6.1c Enter data into CHOI database</p> <p>6.1d Run monthly report and send signed copy to DPH.</p> <p>6.1e Ensure DPH-approved latest forms and documents are utilized and on file.</p>	<p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p> <p>6.1e Maintain latest forms and documents on file.</p>

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)
Term: January 1, 2020 – June 30, 2020

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>7.1 By June 30, 2020, Contractor will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization, and retention services.</p> <p>"Fully trained" is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH.</p> <p>7.1b Contractor enrollment staff shall attend update trainings for new or changed initiatives/programs as required or at a minimum, every 2 years.</p>	<p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly reports to DPH.</p> <p>7.1b Maintain certificates of attendance in employee files. Document names of staff attending updated trainings in the monthly reports to DPH.</p>
<p>8.1 By June 30, 2020, Contractor will participate in a minimum of 80% of the convened contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' meetings.</p>	<p>1/1/2020-6/30/2020</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)
Term: January 1, 2020 – June 30, 2020

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
 Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.1 By June 30, 2020, Contractor will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system or other electronic application submission system(s).	<p>9.1a Contractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects.</p> <p>9.1b Contractor staff shall attend DPH training on CHOI data system and other electronic application submission system(s) implemented in Los Angeles county.</p> <p>9.1c Contractor staff shall utilize CHOI data system and work with DPH to identify implementation barriers.</p>	<p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p>	<p>9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file.</p> <p>9.1b Document attendance in monthly reports submitted to DPH</p> <p>9.1c Document utilization and participation in monthly reports submitted to DPH.</p>
10.1 By June 30, 2020, Contractor will conduct 100% of Quality Improvement Plan (QIP) Activities	<p>10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.</p> <p>10.1b Conduct QIP activities.</p>	<p>1/1/2020-6/30/2020</p> <p>1/1/2020-6/30/2020</p>	<p>10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file.</p> <p>10.1b Document QIP activities in monthly reports to DPH.</p>

SCHEDULE

CITY OF LONG BEACH DEPARTMENT OF HEALTH & HUMAN SERVICESCHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION
SERVICES

MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT (AB74)

	<u>Budget Period</u> January 1, 2020 through <u>June 30, 2020</u>
Full-Time Salaries	\$ 10,446
Employee Benefits @ 52.03%	\$ 5,435
Total Full-Time Salaries and Employee Benefits	\$ 15,881
Part-Time Salaries	\$ 0
Employee Benefits @ %	\$ 0
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$ 15,881
Operating Expenses	\$ 0
Rent	\$ 0
Subcontract	\$ 0
Indirect Cost @ 10% of Salaries	\$ 0
TOTAL PROGRAM BUDGET	\$ 15,881

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) 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; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) 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 recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its

employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and

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the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or 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);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or 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);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report,

Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) 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);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

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

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected

Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under

Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON
TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health

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Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.