

28384

**COMMUNITY HEALTH COVERAGE AGREEMENT:
(OUTREACH, ENROLLMENT, RETENTION, AND UTILIZATION SERVICES)**

AMENDMENT NUMBER 3

THIS AMENDMENT is made and entered into this 1st day
of July, 2009,
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 "COMMUNITY HEALTH COVERAGE AGREEMENT: (OUTREACH, ENROLLMENT, RETENTION, AND UTILIZATION SERVICES)" dated July 1, 2003 and further identified as County Agreement Number H-300266-3 (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement and extend its term an additional twelve (12) months, and provide other changes set forth herein;
and

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

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective on July 1, 2009.

[Faint handwritten notes and stamps]

2. The term of Agreement is hereby extended twelve (12) months and shall expire at midnight on June 30, 2010.

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as follows:

“2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services described in body of this Agreement and in Exhibits A-1 through A-5, B-2 through B-5, C-6, and D-7 (Scopes of Work), and Schedules 1 through 7, which are incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.”

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised to include Subparagraph “C” as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

C. During the period of July 1, 2009 through June 30, 2010, the maximum obligation of County for all services provided under this Agreement shall not exceed One Hundred Sixty Thousand, Four Hundred Sixty-Seven Dollars (\$160,467). Funding for these services is 100 percent grant funded. Should the funding for this Agreement be reduced by grantor, the Director, at his discretion, may unilaterally reduce the maximum obligation of the Agreement in an amount in relation to the

grantor's funding reduction, or instruct Contractor to immediately stop work under this Agreement.”

5. Paragraph 10, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced with the following:

“10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 11, “INSURANCE COVERAGE REQUIREMENTS”, Subparagraph “A” through “D” of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Health
Contracts and Grants Division

313 North Figueroa Street, 6th Floor –West
Los Angeles, California 90012-2659
Attention of: Division Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its

Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to

Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required

Insurance.

J. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements:
The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

6. Paragraph 11, INSURANCE COVERAGE REQUIREMENTS, shall be deleted in its entirety and replaced with the following:

"11. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. 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.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such

coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

7. Paragraph 12, BILLING AND PAYMENT, of the ADDITIONAL PROVISIONS, Subparagraph "B" Number (2) is being revised and Subparagraph "I" is being added as follows:

"12. BILLING AND PAYMENT:

"B. Medi-cal Administrative Activity Claiming:

(2) Contractor shall participate in the County's Time Survey as required by the State and DPH. Additionally, Contractor must ensure that all time coded on the Time Surveys have been checked for accuracy prior to submission to the County and signed by an authorized supervisor attesting to this fact. Copies of all staff time survey must be submitted to the County with summary spreadsheet according to the timeframes established by the County.

I. Contractor Expenditures Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) days written notice to Contractor, or, notwithstanding Paragraph 17 of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope, maximum

obligation and budget of this Agreement via an administrative amendment executed by Director and Contractor.

8. Paragraph 52, CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), shall be added to the ADDITIONAL PROVISIONS, as follows:

"52. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"):

Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media.

Transmission media includes, for example, the internet

(wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "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).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) 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; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and © is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a

governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment,

examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- 1) Use Protected Health Information; and
- 2) Disclose Protected Health Information if the Disclosure is Required By Law. Business Associate shall

not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health

Information: Business Associate:

- a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and

Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each

Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. 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.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information.

Business Associate shall provide

such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B. (8) 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. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) 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.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the

protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written Agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this

Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

9. Effective as of July 1, 2009, Exhibit I of the ADDITIONAL PROVISIONS shall be replaced by a new Exhibit I attached hereto and incorporated herein by reference.

10. Effective as of July 1, 2009, Exhibit D-7 shall be attached hereto and incorporated herein by reference.

11. Effective as of July 1, 2009, Schedule 7 shall be attached hereto and incorporated herein by reference.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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

COUNTY OF LOS ANGELES


By


Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CITY OF LONG BEACH DEPARTMENT OF
HEALTH AND HUMAN SERVICES

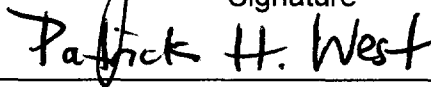
Contractor

By

 Assistant City Manager

Signature

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.



Print Name

Title

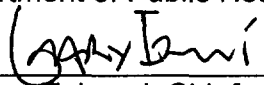

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By


Gary T. Izumi, Chief
Contracts and Grants Division

#00802

APPROVED AS TO FORM

9/10, 2009
ROBERT E. SHANNON, City Attorney

By


LINDA TRANG
DEPUTY CITY ATTORNEY

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

θ I understand that _____ is my sole employer for purposes of this employment.

θ I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.

θ I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

θ I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of _____ you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Please read the following Contract and take time to consider it prior to signing:

- θ I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.*
- θ I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- θ I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- θ I agree to return all confidential materials to my immediate supervisor upon termination of my employment with (name of contractor) _____ or completion of the presently assigned work task, whichever occurs first.*
- θ I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ (Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- θ California Work Opportunity and Responsibility for Kids (CaIWORKs)*
- θ Los Angeles County General Relief Program (GR)*
- θ California Medi-Cal Program (Medi-Cal)*
- θ Food Stamps Program (FS)*
- θ Social Services to Adults, Children, and Families*
- θ Supervision of Children Placed in Foster Care*
- θ Cuban/Haitian Entrant Program (CHEP)*
- θ Refugee Resettlement Program (RRP)*
- θ Special Circumstances (SC)*
- θ Repatriate Program (Repat)*

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____ x
(Contractor Employee's Signature)

Date: _____ x

Name: _____ x
(Please Print Contractor Employee's Name)

Working Title: _____ x

Copy must be forwarded by CONTRACTOR to County of Los Angeles, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, CA 90010

SCHEDULE 7

CITY OF LONG BEACH DEPT. OF HEALTH & HUMAN SERVICES
COMMUNITY HEALTH COVERAGE AGREEMENT:
OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION SERVICES

	<u>Budget Period</u>
	July 1, 2009 through June 30, 2010
Full-Time Salaries	\$ 94,376
Employee Benefits @ 40%	\$ <u>37,750</u>
Total Full-Time Salaries and Employee Benefits	\$132,126
Part-Time Salaries	\$ 0
Employee Benefits @0	\$ <u>0</u>
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$132,126
Operating Expenses	\$ 14,799
Equipment	\$ 2,184
Rent	\$ 1,920
Subcontracts	\$ 0
Indirect Cost @ 10% of Salaries	\$ <u>9,438</u>
TOTAL PROGRAM BUDGET	\$160,467

During the term of this Agreement, any variation to the above budget must have prior written approval of the Department of Health Services Director or his designee. Funds shall only be utilized for eligible program expenses.

**EXHIBITD-7
 SCOPE OF WORK
 Community Health Coverage Agreement: (Outreach, Enrollment, Utilization, and Retention Services)
 FISCAL YEAR 2010-2010**

Goal: To increase access to health care by assisting children and their families 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>* Service Planning Area(s) must be specified</p> <p>1.1 aBy June 30, 2010, Contractor will have successfully engaged a minimum of 10,000 of the target population in the City of Long Beach through an outreach/in-reach contact.</p> <table border="1" data-bbox="208 678 715 878"> <thead> <tr> <th>Agency</th> <th>Numbers</th> </tr> </thead> <tbody> <tr> <td>City of Long Beach (Lead)</td> <td>6,000</td> </tr> <tr> <td>The Children's Clinic (Subcontract)</td> <td>4,000</td> </tr> <tr> <td>TOTAL</td> <td>10,000</td> </tr> </tbody> </table> <p><u>"Successfully engaged"</u> is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An <u>"outreach or in-reach contact"</u> is defined as speaking directly either in person or by telephone with a client or potential client for <u>at least five minutes</u> 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 (teachers, CBO staff, etc.).</p>	Agency	Numbers	City of Long Beach (Lead)	6,000	The Children's Clinic (Subcontract)	4,000	TOTAL	10,000	<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 Families 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>8/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</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 report 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	Numbers										
City of Long Beach (Lead)	6,000										
The Children's Clinic (Subcontract)	4,000										
TOTAL	10,000										

**EXHIBITD-7
 SCOPE OF WORK
 Community Health Coverage Agreement: (Outreach, Enrollment, Utilization, and Retention Services)
 FISCAL YEAR 2010-2010**

Goal: To increase access to health care by assisting children and their families 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>* Service Planning Area(s) must be specified</p> <p>2.1 June 30, 2010, Contractor will have completed applications for a minimum of 800 clients in the City of Long Beach for Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies.</p> <table border="1" data-bbox="229 728 738 930"> <thead> <tr> <th>Agency</th> <th>Numbers</th> </tr> </thead> <tbody> <tr> <td>City of Long Beach (Lead)</td> <td>200</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>The Children's Clinic (Subcontract)</td> <td>600</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td>800</td> </tr> </tbody> </table> <p>"Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person or telephone assistance. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were completed by another agency or DPSS.</p> <p>"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. CSPAP, CCS, PPP/DPH, early detection programs, legal services for health issues, etc.). A referral must include an explanation of the program and eligibility screening of the client if the program has eligibility requirements. Does not include referrals for shelter, child-care, or other non-direct health needs.</p>	Agency	Numbers	City of Long Beach (Lead)	200			The Children's Clinic (Subcontract)	600			TOTAL	800	<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>8/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>8/1/09-ongoing</p> <p>7/1/09-ongoing</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	Numbers														
City of Long Beach (Lead)	200														
The Children's Clinic (Subcontract)	600														
TOTAL	800														

**EXHIBITD-7
 SCOPE OF WORK
 Community Health Coverage Agreement: (Outreach, Enrollment, Utilization, and Retention Services)
 FISCAL YEAR 2010-2010**

Goal: To increase access to health care by assisting children and their families 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>2.2 By June 30, 2010, 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.</p> <p>"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). This objective documents agency effort to ascertain enrollment status.</p>	<p>2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval.</p> <p>2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms.</p> <p>2.2c Enter data from DPH approved forms into CHOI data system.</p>	<p>8/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p>	<p>2.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>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.</p>
<p>2.3 By June 30, 2010, Contractor will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1.</p> <p>This objective documents enrollment outcome.</p> <p>"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.</p>	<p>2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form.</p> <p>2.3b Enter data from DPH approved forms into CHOI database</p>	<p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p>	<p>2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.</p>

**EXHIBITD-7
 SCOPE OF WORK
 Community Health Coverage Agreement: (Outreach, Enrollment, Utilization, and Retention Services)
 FISCAL YEAR 2010-2010**

Goal: To increase access to health care by assisting children and their families 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>3.1 By June 30, 2010, Contractor will provide ongoing assistance to 300 clients experiencing problems with enrollment, utilizing benefits, or retention.</p> <table border="1" data-bbox="229 650 736 852"> <thead> <tr> <th>Agency</th> <th>Numbers</th> </tr> </thead> <tbody> <tr> <td>City of Long Beach (Lead)</td> <td>100</td> </tr> <tr> <td>The Children's Clinic (Subcontract)</td> <td>200</td> </tr> <tr> <td>TOTAL</td> <td>300</td> </tr> </tbody> </table> <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.</p>	Agency	Numbers	City of Long Beach (Lead)	100	The Children's Clinic (Subcontract)	200	TOTAL	300	<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>8/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</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>
Agency	Numbers										
City of Long Beach (Lead)	100										
The Children's Clinic (Subcontract)	200										
TOTAL	300										
<p>3.2 By June 30, 2010, 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>"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 Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2b. Enter data from DPH approved utilization forms into DPH database.</p>	<p>8/1/09-ongoing</p> <p>7/1/09-ongoing</p>	<p>3.2a. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2b. 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>								

**EXHIBITD-7
 SCOPE OF WORK
 Community Health Coverage Agreement: (Outreach, Enrollment, Utilization, and Retention Services)
 FISCAL YEAR 2010-2010**

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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 DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 By June 30, 2010, 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.</p> <p><u>"Offer redetermination assistance"</u> 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.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval.</p> <p>4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c. Enter data from DPH approved redetermination forms into CHOI database.</p>	<p>8/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p>	<p>4.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via database.</p> <p>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.</p>
<p>4.2 By June 30, 2010, Contractor will provide redetermination assistance to clients who submitted their original application elsewhere, but have requested redetermination assistance from Contractor.</p> <p><u>"Provide redetermination assistance"</u> is defined as helping clients to complete health insurance re-certification paperwork.</p>	<p>4.2a Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.2b Enter data from CHOI approved Intake Form into CHOI web-based data system.</p>	<p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p>	<p>4.2a Completed forms will be kept on file.</p> <p>4.2b CHOI data system will be queried to generate number of "non-agency" clients receiving redetermination assistance in monthly reports submitted to DPH.</p>
<p>5.1 By June 30, 2010, 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><u>"Retention rate"</u> is defined as the number of clients who are still enrolled 14 months after submission of application. <u>"Sample"</u> is defined as a subset of clients who applied over a one-month period (month 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>7/1/09 – ongoing</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>

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>6.1 By June 30, 2010, Contractor will enter data on program participants into CHOI web-based data system to monitor, facilitate, and evaluate health insurance enrollment and retention.</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 is trained on data entry.</p> <p>6.1c Enter data into CHOI web-based data system.</p> <p>6.1d Run monthly report and send signed copy to DPH.</p>	<p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</p> <p>7/1/09-ongoing</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>7.1 By June 30, 2010, Contractor will ensure that 100% of enrollment staff, including staff at subcontracting agencies, is 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>7/1/09-ongoing</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly report to DPH.</p>
<p>8.1 By June 30, 2010, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' monthly meetings.</p>	<p>7/1/09-ongoing</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.1 By June 30, 2010, Contractor and subcontractor 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	9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects.	7/1/09-ongoing	9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file.
10.1 By June 30, 2010, Contractor will conduct 100% of Quality Improvement Plan (QIP) Activities	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. 10.1b Conduct QIP activities.	8/1/09-ongoing 7/1/09-ongoing	10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file. 10.1b Document QIP activities in monthly reports to DPH.
11.1. By June 30, 2010, Contractor will conduct a minimum of one site visit each to subcontractor.	11.1a Schedule site visits and maintain list of site, dates, and times. 11.1b Conduct site visit utilizing checklist provided by DPH and maintain monitoring visit checklist. 11.1c Follow-up with subcontractor for corrective action as appropriate. 11.1d Schedule quarterly meetings, maintain sign-in sheet, minutes and distribute to subcontractor. 11.1e Contractor and subcontractor will meet no less than quarterly to review goals, progress, best practices, etc. and will maintain sign-in sheet and minutes of meeting.	10/1/09-6/30/10 10/1/09-6/30/10 10/1/09-6/30/10 10/1/09-6/30/10 10/1/09-6/30/10	11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH. 11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list. 11.1c Completed materials will be kept on file. 11.1d Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list. 11.1e Completed materials will be kept on file.

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<p>12.1 By June 30, 2010, Contractor will ensure that 100% of funded staff participates in the Medical Administrative Activities (MAA) reimbursement program.</p> <p>Contractor and subcontractor staffs funded through this County agreement will attend MAA training(s) as scheduled and complete MAA time survey(s) as required by the State.</p>	<p>12.1 Schedule contractor staff members for DPH MAA training(s).</p> <p>Ensure that contractor staff members attend DPH MAA training(s).</p> <p>Ensure that contractor staff members complete MAA time survey(s) as required by the State.</p> <p>Monitor staff's time completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.</p> <p>Approve MAA time surveys. Submit the following to DPH: the survey form, employee time card and time card correction form, Time Survey Packet Review Form, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials.</p> <p>Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).</p> <p>Participate in MAA audit, as scheduled by State and federal agencies.</p>	<p>By 09/31/09</p> <p>By 9/30/09</p> <p>10/01/09 - 10/31/09</p> <p>10/1/09 - 11/05/09</p> <p>By 11/10/09</p> <p>Ongoing</p> <p>Ongoing</p>	<p>12.1 Verification of MAA training for contractor staff members will be kept on file.</p> <p>A listing of trained staff and a copy of training materials will be kept on file.</p> <p>A copy of time survey forms will be kept on file.</p> <p>A copy of time survey forms, time cards, and time card correction forms will be kept on file.</p> <p>Copies of time survey forms, time cards, time card correction forms, Time Survey Packet Review Forms, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials will be kept on file.</p> <p>Meeting agendas and notes will be kept on file.</p> <p>Contractor staff members will be available for interviews during audit period.</p>
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