

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

520



FROM: Community Health Agency Department of Public Health

SUBMITTAL DATE:
April 4, 2012

SUBJECT: Ratify the Agreement #12-079 between Community Health Agency Department of Public Health and Inland Empire Health Plan for Health Home Innovation Project

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement #12-079 between Community Health Agency Department of Public Health (DOPH) and Inland Empire Health Plan (IEHP) for the period of performance from date of execution by both parties through December 1, 2013 unless terminated by either party in the amount of \$472,508; and
- 2) Authorize the Chairperson of the Board to sign three (3) original Agreements on behalf of the County.

BACKGROUND: (Continue on page 2)

LL:td

Susan D. Harrington

Susan D. Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 236,254	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% funded by IEHP	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 4/11/12
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *NEAL R. KIPNIS* 4/11/12
 DATE: _____
 Departmental Concurrence

Consent Policy
 Consent Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All

Agenda Number:

3.8

SUBJECT: Ratify the Agreement #12-079 between Community Health Agency Department of Public Health and Inland Empire Health Plan for Health Home Innovation Project

BACKGROUND: IEHP and Health Access are each public entities that operate a Health Maintenance Organization (HMO) that arrange for quality preventive, medical and hospital services to its enrolled members. IEHP and Health Access have requested a contract with Community Health Agency Department of Public Health for Health Home Innovation Project services to better serve the community.

DOPH and IEHP will work together to develop and implement a health home innovation project. The project activities will constitute of data exchange, electronic health records, care coordination, population health management and payment reform.

IEHP will fund this project through the Community Clinics Initiative (CCI) grant funds and Health Plan funds as follows:

CCI Grant funds: \$384,668
IEHP Health funds: \$87,840

FINANCIAL INFORMATION:

Funds will be distributed to DOPH as follows:

Fiscal Year 11/12	\$236,254
Fiscal Year 12/13	\$236,254
Total	\$472,508

MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND EMPIRE HEALTH PLAN
AND
IEHP HEALTH ACCESS
AND
COUNTY OF RIVERSIDE COMMUNITY HEALTH AGENCY
FOR
HEALTH HOME INNOVATION PROJECT

**MEMORANDUM OF UNDERSTANDING
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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) regarding the Health Home Innovation Project is made and entered into this 11th day of October 2011, by and between Inland Empire Health Plan (“IEHP”), IEHP Health Access (“Health Access”), known collectively as (“IEHP Health Plan”), and County of Riverside Community Health Agency (“CHA”).

INTRODUCTION

CHA and IEHP Health Plan have complementary objectives to promote the health of the general population. CHA is charged by applicable law with protection of the health of the County’s residents. To fulfill this responsibility, CHA carries out a broad and comprehensive program which includes classical services mandated by the State of California, along with a substantial range of personal health services requested by the people and chosen as priority matters by the County Board of Supervisors, and a number of County-mandated regulatory services related to health. Specific activities relevant to this agreement are listed in Attachment A. IEHP Health Plan will be providing and arranging health care services for the community’s Medi-Cal, Healthy Families, Healthy Kids, and Medicare Advantage populations and, thus is also concerned with the community’s health, especially as it relates to the most vulnerable populations. With a common interest in the community’s health, CHA and IEHP Health Plan seek to become working partners in preventing disease, prolonging life, and promoting mental and physical health through organized community efforts. This MOU delineates areas of understanding and agreement between CHA and IEHP Health Plan.

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

1. **CHA RESPONSIBILITIES** – CHA will have the responsibilities of coordination and provision of specified services for IEHP Health Plan. CHA agrees to:

1.01. Provide all services as outlined and specified in Attachment A, for reimbursements as specified in Attachment B, both Attachments are attached hereto and by this reference incorporated herein.

1.02. Appoint a staff member as the primary liaison between CHA and IEHP Health Plan for activities related to this project. In addition, appoint liaison personnel as needed to coordinate activities with IEHP Health Plan for each service listed in Attachment A.

1.03. Provide IEHP Health Plan with current information and education on services, programs, their benefits, any recertification schedules, and eligibility requirements, as well as provide information on other available community resources appropriate for low-income persons. Provide IEHP Health Plan periodically with an updated list of sites and hours of operation of identified programs and sites. Provide IEHP Health Plan with program specific forms as needed to facilitate operations under this MOU.

1.04. Excepting specific provisions in Attachment A, CHA will refer any IEHP Health Plan member accessing services to their plan primary care provider as part of a general referral for health care.

1.05. Provide technical assistance and consultation to IEHP Health Plan staff concerning CHA services and requirements.

1.08 For any construction projects funded in whole or in part pursuant to this MOU, CHA agrees to comply with applicable law regarding construction of public works, including, but not limited to the CA Public Contracts Code, and/or Labor Code. Such provisions will require competitive bids for the selection of contractors, and prevailing wage payments. Failure to comply with applicable law will subject CHA to the immediate cessation of payments from IEHP, as allocated by the Governing Board.

2. **IEHP RESPONSIBILITIES** - With respect to coordination of services provided by CHA, IEHP Health Plan agrees to:

2.01. Grant funds allocated by the Governing Board to providers which have developed an innovative project to better serve their community.

2.02. Comply with all Federal, State, and local public health regulations, including the reporting of specific diseases and conditions, and emergency medical services regulations.

2.03. Notify staff and providers of their responsibility to refer members, as appropriate, and in compliance with Federal and State law, for services identified in Attachment A.

2.04. Assure plan providers are informed of applicable Federal, State and local public health laws and regulations based on information provided by CHA regarding such laws and regulations.

2.05. Reimburse CHA for specified services rendered by CHA to IEHP Health Plan members as defined in Attachment A.

2.06. Inform members of the availability of services and referrals.

2.07. Appoint a staff member as the primary liaison between IEHP Health Plan and CHA for activities related to this project. In addition, IEHP Health Plan will appoint liaison personnel as needed to coordinate activities with CHA for each service listed in Attachment A.

2.08. Disseminate to IEHP Health Plan providers the information, forms, and any educational materials provided by CHA regarding services programs and local community resources for low-income persons.

2.10. Coordinate with CHA in conducting outreach efforts, especially to under-served populations.

3. **JOINT OPERATING MEETINGS** - Meetings including the primary CHA liaison and primary IEHP Health Plan liaison will be held on a monthly basis to review all aspects of this MOU.

4. **QUALITY ASSESSMENT** - CHA and IEHP Health Plan will work jointly on quality assessment activities as needed regarding services described in Attachment A.

4.01. IEHP Health Plan will provide encounter data to CHA as requested. CHA will provide data as appropriate and requested from their data sets to assist IEHP Health Plan in quality assessment activities. Release of any data from IEHP Health Plan or CHA is subject to Federal or State laws regarding disclosure of data, confidentiality or other pertinent areas.

5. **REIMBURSEMENTS** – IEHP Health Plan agrees to reimburse CHA for services in accordance with Attachment B.

5.01 RECOVERY OF PAYMENTS BY IEHP HEALTH PLAN- CHA agrees that in the event that CHA does not meet the responsibilities of the provisions as set forth in this MOU through the term of the MOU, as may be amended from time to time, all or part of any payments made pursuant to this MOU shall be immediately payable back to IEHP Health Plan by CHA. CHA agrees that the determination of the extent of CHA's compliance with the provisions of this MOU shall be in the sole discretion of IEHP Health Plan.

6. **TERM** - It is mutually agreed and understood that the obligation of IEHP Health Plan is limited by and contingent upon the availability of the Department of Health Care Services (DHCS) funding for the Medi-Cal Managed Care Plan. In the event that such funds are not forthcoming for any reason, IEHP Health Plan shall immediately notify CHA in writing.

6.01. This MOU shall be effective upon execution by both parties, and shall continue in effect until December 1, 2013.

In no event shall this MOU be extended past December 1, 2013 without a new MOU, or an amendment to this MOU which specifically extends the term of the MOU.

7. **TERMINATION** - This MOU may be terminated by IEHP Health Plan without cause, by giving at least sixty (60) days written notice, and may be terminated for cause by IEHP Health Plan by giving ten (10) working days written notice of intention to terminate.

7.01. This MOU may be terminated due to the dissolution of IEHP Health Plan by mutual action of the Riverside County and San Bernardino County Board of Supervisors. If IEHP Health Plan has incurred no obligations, either County Board of Supervisors may terminate the JPA and IEHP Health Plan by giving not less than sixty (60) days written notice thereof to the other party. Also, either County Board of Supervisors may terminate the JPA by written mutual consent, by giving twelve (12) months' written notice thereof to the other party given that the JPA cannot be terminated until all forms of indebtedness incurred by IEHP Health Plan have been paid, or adequate provision for such payment shall have been made.

7.02. Upon dissolution of IEHP Health Plan by Riverside County and San Bernardino County Board of Supervisors, this MOU is rendered null and void. The debts, liabilities, and/or obligations of IEHP Health Plan are those of IEHP Health Plan alone. Neither Riverside County nor San Bernardino County assumes any of the debts, liabilities and/or obligations of IEHP Health Plan. The IEHP Health Plan Governing Board also may terminate this MOU and must approve any termination of this MOU required by IEHP Health Plan.

8. **HOLD HARMLESS** - CHA will indemnify and hold IEHP harmless from loss, costs, or expenses caused by the negligent or wrongful acts or omissions of CHA's officers, agents, and employees occurring in the performance of this MOU. IEHP will indemnify and hold harmless CHA from loss, costs, or expenses caused by the negligent or wrongful acts or omissions of IEHP's officers, agents, and employees occurring in the performance of this MOU.

9. **ACCESS TO BOOKS AND RECORDS** – CHA and IEHP Health Plan agree to maintain sufficient records, files and documentation necessary in case of audit by DMHC, DHCS or other regulatory agencies. CHA agrees to make such records available to IEHP Health Plan, as needed.

9.01 CHA agrees to maintain these records, files and documentation for a period of not less than five (5) years from the close of the fiscal year in which this MOU was in effect.

9.02 CHA agrees that, at the sole discretion of IEHP and/or Health Access, IEHP and/or Health Access may request an independent audit of CHA regarding funds disbursed pursuant to this MOU, such audit to be conducted by an auditor and/or audit firm selected by IEHP and/or Health Access. Audits pursuant to this provision may be conducted more than once during the term of this MOU at the sole discretion of IEHP and/or Health Access. IEHP and/or Health Access agrees to cover the costs of any such audit.

10. **CONFIDENTIALITY** – CHA and IEHP Health Plan shall observe all Federal, State and county regulations concerning confidentiality of records.

11. **LICENSE AND CERTIFICATION** – CHA verifies, upon execution of this MOU to maintain compliance with any local, State, and Federal laws and regulations. CHA verifies that services will be performed at all times by properly trained and licensed or certificated staff. CHA agrees to fully participate in IEHP Health Plan credentialing, quality assessment and utilization review processes, for those services directly contracted by IEHP Health Plan for Medical Services.

12. **CONFLICT OF INTEREST** - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this MOU.

13. **NONDISCRIMINATION** - Services and benefits shall be provided by CHA and IEHP Health Plan to individuals without reference to their religion, color, sex, national origin, age, physical or mental handicaps or condition. CHA shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of

this MOU, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 et. seq. of the Government Code), and Federal Civil Rights Act of 1962 (P.L., 88-352).

14. **OSHA REGULATIONS** – CHA certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this MOU.

15. **DMHC REGULATIONS** – CHA agrees to follow all required regulations including those of the DMHC as follows:

- a. CHA or provider facilities are subject to on-site inspection by the DMHC (Health and Safety Section 1380).
- b. All books, records and papers of CHA or provider providing health care or other services shall be available for inspection and copying by the DMHC at all reasonable times at the facility offices or at such other mutually agreeable location in California (Health and Safety Section 1381). CHA shall maintain such records and provide such information to IEHP Health Plan or to the DMHC as necessary for compliance with the Knox-Keene Act and rules thereunder, and such records must be retained by CHA for at least five (5) years (which obligation is not terminated by termination of this MOU, whether by rescission or otherwise).
- c. The provisions above only apply if not in conflict with other applicable State or Federal statutes.

16. **HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)** – The Parties to this Agreement are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, enacted February 19, 2009, and the laws and regulations promulgated subsequent thereto. The Parties hereto agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law.

17. **ENTIRE AGREEMENT** - This MOU constitutes the entire MOU between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this MOU must be in writing and signed by the parties herein.

18. **NOTICES** - Unless expressly provided otherwise, all Notices herein provided to be given, or which may be given, by any party to the other, will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed as follows:

To IEHP and/or Health Access:

Inland Empire Health Plan
303 East Vanderbilt Way, Suite 400
San Bernardino, CA 92408
(909) 890-2000
Attn: Bradley P. Gilbert, MD, CEO

To County of Riverside

Community Health Agency:

4065 County Circle Drive
Riverside, CA 92503
(951) 358-5000
Attn: Eric Frykman, MD, Director

19. **ASSIGNMENT** - This MOU and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by CHA or IEHP Health Plan, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the written consent of the other party, as approved by the IEHP Health Plan Governing Board. Any assignment or delegation of this MOU by CHA to a third party shall be void unless prior written approval is obtained from IEHP Health Plan as approved by the DHCS and DMHC.

20. **INVALIDITY OF SECTIONS OF MOU** - The unenforceability or invalidity of any Section or provision of this MOU shall not affect the enforceability and validity of the balance of this MOU.

21. **GOVERNING LAW** - IEHP Health Plan, CHA and this MOU are subject to the laws of the State of California and the United States of America, including but not limited to: the California Knox-Keene Act and the regulations promulgated thereunder by the DMHC, the Health Maintenance Organization Act of 1973 and the regulations promulgated thereunder by the United States Department of Health and Human Services, and the Waxman-Duffy Prepaid Health Plan Act and the regulations promulgated by DHCS.

- a. The provisions of the Government Claims Act (Government Code Section 900, et seq.) must be followed first for any disputes under this MOU.
- b. All actions and proceedings arising in connection with this MOU shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the counties of San Bernardino or Riverside, State of California.
- c. IEHP Health Plan is subject to the requirements of Chapter 2.2, Division 2, and Subchapter 5.5, Chapter 3, of Title 10 of the California Code of Regulations and any provision required to be in the MOU by either of these requirements shall bind IEHP Health Plan whether or not provided in the MOU.

22. **STATE POLICIES** - CHA and IEHP Health Plan hereby understand and agree to abide by current services delivery changes mandated by the Medi-Cal Managed Care Division (MMCD) through their issuance of numbered policy letters. To the extent that MMCD mandated changes increase the level of reimbursable service required of CHA under the terms of the IEHP Health Plan / CHA MOU, IEHP Health Plan agrees to adjust reimbursements to cover CHA's cost of providing new and/or revised services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as signed below.

**COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY**

By: _____

Date: _____

Title: _____

By: _____
Chairperson, Board of Supervisors

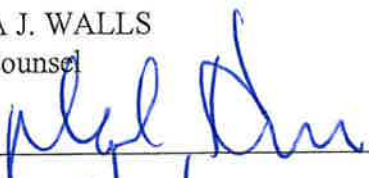
Date: _____

Attest: _____
Clerk of the Board

Date: _____

Approved as to Form and Content:

PAMELA J. WALLS
County Counsel

By: 

Date: 4/11/12

INLAND EMPIRE HEALTH PLAN

IEHP HEALTH ACCESS

By: _____
Bradley P. Gilbert, M.D.
Chief Executive Officer

By: _____
Bradley P. Gilbert, M.D.
Chief Executive Officer

Date: _____

Date: _____

By: _____
Chairperson
IEHP Health Plan
Governing Board

By: _____
Chairperson
IEHP Health Access
Governing Board

Date: _____

Date: _____

Attest: _____
Secretary
Inland Empire Health Plan

Attest: _____
Secretary
Inland Empire Health Plan for
IEHP Health Access

Date: _____

Date: _____

Approved as to Form and Content

Approved as to Form and Content

PAMELA J. WALLS
County Counsel

PAMELA J. WALLS
County Counsel

By: _____
Deputy County Counsel
Attorneys for Inland Empire Health Plan

By: _____
Deputy County Counsel
Attorneys for IEHP Health Access

Date: _____

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

A. Health Home Innovation Project Services

- I. IEHP and CHA will develop and implement a Health Home Innovation Project. Project activities will include:
 - A. Data Exchange
 - B. Electronic Health Records (EHR)
 - C. Care Coordination
 - D. Population Health Management
 - E. Payment Reform

- II. Health Home activities will be conducted to increase data exchange for improved care coordination activities that rely on accurate and timely data.
 - A. IEHP will create a table identifying the available data and how it could be used.
 - B. IEHP and CHA will create a written plan selecting what data will be used, how, and what frequency.
 - C. CHA will create a list of new care coordination activities that will be implemented as a result of available data.
 - D. IEHP will develop a list of reports to be used for project evaluation (pre/post comparisons) and a list of routine reports to be sent to CHA regularly.
 - E. CHA will hire a full-time Office Assistant II to assist with data entry activities for the disease registry, referral tracking database, and pay for performance (P4P) measures. IEHP will assist with training the OA II.
 - F. IEHP will approach area hospitals regarding data exchange for ED and inpatient visits by members.

- III. Health Home activities will include implementation of Electronic Health Records (EHR) in the Family Care Centers.
 - A. CHA will develop a workplan for the EHR Consultant, with input from IEHP.
 - B. IEHP will procure an agreement with the EHR Consultant. After the agreement is executed, CHA and IEHP will review the workplan with the EHR Consultant and modify if needed.
 - C. EHR Consultant will develop a transition plan for 10 CHA clinics to implement EHR.
 - D. EHR Consultant will assess the interface between the EHR and the disease registry, CDEMS.

- E. EHR Consultant will conduct other activities as stated in the workplan.
- IV. Care Coordination activities will be conducted to improve care through the use of additional staffing and newly available data.
- A. CHA will hire 2 full-time Certified Medical Assistants to assist with care coordination activities such as outbound calls and scheduling appointments for members identified through hospital reports, CDEMS or preventive care rosters. CHA and IEHP will create a list of primary responsibilities for these positions.
 - B. CHA will hire 1 full-time Registered Nurse and maintain 3 Registered Nurses as Nurse Navigators to conduct care coordination activities such as monitoring referrals and reviewing hospital data of ED and inpatient visits. Nurse Navigators will work with the Certified Medical Assistants to prioritize their call lists. CHA and IEHP will create a list of primary responsibilities for this position.
 - C. CHA will expand their referral tracking system to include IEHP members.
 - D. IEHP and CHA will develop a work plan for the Health Home Consultant.
 - E. IEHP will solicit 3 quotes and procure an agreement with a Health Home Consultant. After the agreement is executed, CHA and IEHP will review workplan with Health Home Consultant and modify if needed.
 - F. Health Home Consultant will assess the readiness of CHA in meeting NCQA standards for patient centered medical homes, and identify steps needed to move CHA towards meeting those standards.
 - G. Health Home Consultant will develop a plan for CHA's transition to Health Homes.
 - H. Health Home Consultant will conduct other activities as stated in the workplan.
 - I. Health Home Consultant will assist IEHP in the evaluation of CHA's progress in reaching each of the NCQA standards.
 - J. Health Home Consultant will provide feedback to IEHP and guidance related to developing a strategic plan for additional Health Home pilots throughout the provider network.
- V. Population Health Management activities will be conducted to improve the care of IEHP members at the Family Care Centers, including an increase in the percent of the population who are current with recommended preventive care and routine assessments recommended for their chronic disease.
- A. CHA will expand their current disease registry (CDEMS) to include patients at all 10 Family Care Centers.
 - B. CHA will expand CDEMS to track additional diseases beyond diabetes and to monitor health outcomes for the patients included in the registry (specific diseases will be selected based on available data and current quality initiatives).

- C. IEHP will assist CHA in implementing a lab interface for CDEMS.
 - D. IEHP will provide CHA with prevention rosters and other reports to identify members in need of a visit.
 - E. CHA will use the data provided by IEHP, CDEMS, and other sources, to proactively contact members in need of services.
- VI. To improve the payment structure for Health Homes, activities will be conducted to maximize payments available through P4P, and then pilot test an alternative payment methodology that incentivizes quality care and services.
- A. IEHP will provide training on the P4P program to CHA staff.
 - B. IEHP will provide monthly reports on CHA's participation in P4P and the total funds received through increased submissions.
 - C. CHA will develop a process for integrating P4P submissions into their current clinic workflow, including identifying the person or position responsible for submissions.
 - D. IEHP will research potential alternative payment methodologies and identify an approach to implement with CHA once the P4P revenue is maximized.
- VII. IEHP and CHA will maintain regular communication on the progress of all activities and will submit written progress reports as required by the grant.
- A. CHA and IEHP will each designate one person to serve as the Project Lead.
 - B. IEHP and CHA will meet at least once per month to discuss the progress of the project.
 - C. IEHP and CHA will notify each other of any staffing changes related to the project.
 - D. CHA will submit quarterly progress reports to IEHP in the format required by the grant.

ATTACHMENT B
DISTRIBUTION OF FUNDS

I. CHA is eligible to receive \$384,668 of CCI grant funds from IEHP Health Plan, and \$87,840 of IEHP Health Plan funds, for a total of \$472,508 over two years for the Health Home Innovation Project.

A. To receive funds, CHA shall be responsible for the following:

1. Supply the services described in Attachment A

II. Distribution of Funds

A. Upon receipt of quarterly invoices and supporting documentation of the hours worked, compensation will be disbursed for personnel and benefit costs associated with implementing the Health Home Innovation Project, up to the following maximum amounts over the two-year period:

1. 1.0 FTE Office Assistant II: \$87,840
2. 2.0 FTE Certified Medical Assistant: \$172,872
3. 1.0 FTE Registered Nurse: \$211,796